TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (TIDCO)

Assignment Name: Development of International Cricket Stadium and Commercial Complex in Coimbatore on Design, Build, Finance, Operate and Transfer (DBFOT) format

Tender Reference No: TIDCO/ICSCC/Coimbatore/2025-26, dated 27.02.2026

Addendum / Corrigendum I to the Request for Proposal (RFP)

<table>
<tr><th>#</th><th>Clause</th><th>As given in the RFP Document</th><th>To be read as</th></tr>
<tr><td>1.</td><td>Page 4 of 77</td><td>
<table>
<tr><th>Sl No</th><th>Item</th><th>Particulars</th></tr>
<tr><td>5.</td><td>Last date for submission of written Queries via email by Bidders</td><td>12/03/2026 to email to senthilkumar@tidco.com & pmutidco@tidco.com</td></tr>
<tr><td>6.</td><td>Date of Pre-Bid Conference 1</td><td>13/03/2026 at 15:00 hours at TIDCO Office</td></tr>
<tr><td>8.</td><td>Date and Time for online submission of Bids (Bid Due Date)</td><td>10/04/2026 upto 15:00 hours</td></tr>
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<tr><td>2.</td><td>Page 13 of 77 – Clause 1.4 - Schedule of Bidding Process</td><td>
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TIDCO

#	Clause	As given in the RFP Document	To be read as
3.	Page 28 of 77 – Clause 2.12 – Bid Due Date	2.12.1. Technical Bid including the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal https://tntenders.gov.in on or before 15:00 hrs IST on 10-Apr-2026	2.12.1. Technical Bid including the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal https://tntenders.gov.in on or before 15:00 hrs IST on **24-Apr-2026**
4.	Page 29 of 77 – Clause 2.14.2. - Preparation & Submission of Bids	2.14.2.3. Bid must be submitted online only through e-procurement portal of the Authority https://tntenders.gov.in/ using the digital signature of authorised representative of the Bidder on or before 10th April 2026 (upto 15:00 hours IST).	2.14.2.3. Bid must be submitted online only through e-procurement portal of the Authority https://tntenders.gov.in/ using the digital signature of authorised representative of the Bidder on or before **24th April 2026** (upto 15:00 hours IST).
5.	Page 30 of 77 – Clause 2.15 - Online Opening of Bids	2.15.2. The Authority shall open the Technical Bids (Online) on 10th April 2026 at 17:00 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.	2.15.2. The Authority shall open the Technical Bids (Online) on **24th April 2026** at 17:00 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.
6.	Page 33 of 77 - Clause 3.1. Opening and Evaluation of Technical Bids	3.1.1. The Authority shall open the Technical Bids received online at 17:00 hours IST on 10th April 2026, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend	3.1.1. The Authority shall open the Technical Bids received online at 17:00 hours IST on **24th April 2026**, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend

Volume II – Draft Concession Agreement and **Volume IV – Specifications and Standards** uploaded in the website

Request for Proposal

Development of International Cricket Stadium and Commercial Complex in Coimbatore

On Design, Build, Finance, Operate and Transfer (DBFOT) format

VOLUME II:

DRAFT CONCESSION AGREEMENT

March 2026

Tamilnadu Industrial Development Corporation Limited (TIDCO)
19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai - 600 008.
Phone: +91 44 2855 4421 | Website: https://www.tidco.com

TABLE OF CONTENTS

PART I PRELIMINARY 13

ARTICLE 1: DEFINITIONS & INTERPRETATIONS 16

1.1. Definitions 16

1.2. Interpretations 16

1.3. Measurements and Arithmetic Conventions 18

1.4. Priority of agreements, clauses and schedules 18

PART II THE CONCESSION 20

ARTICLE 2: SCOPE OF THE PROJECT 21

2.1. Scope of the Project 21

2.2. Integrated Development 23

2.3. Sole Purpose of the Concessionaire 23

ARTICLE 3: GRANT OF CONCESSION 24

3.1. The Concession 24

ARTICLE 4: CONDITIONS PRECEDENT 27

4.1. Conditions Precedent 27

4.2. Damages for delay by the Authority 28

4.3. Damages for delay by the Concessionaire 28

4.4. Commencement of Concession Period 29

4.5. Deemed Termination upon delay 29

ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE 31

5.1. Obligations of the Concessionaire 31

5.2. Obligations relating to Project Contracts 32

5.3. Obligations relating to Change in Ownership 33

5.4. Obligations relating to concurrence from Authority on major changes 35

5.5. Obligations relating to employment of foreign nationals 35

5.6. Obligations relating to employment of trained personnel 35

5.7. Obligations relating to aesthetic quality of the Project Facilities 35

5.8. Obligations relating to noise control 36

5.9. Branding of the Project 36

5.10. Facilities for physically challenged and elderly persons 36

5.11. Project Implementation 37

5.12. Applicable Permits 37
5.13. Personnel and Labour 38
5.14. Contracting 38
5.15. Transaction Documents 39
5.16. Reporting Requirements 39
5.17. Accidents and Safety 39
5.18. Taxes and Charges 39
5.19. Foreign Exchange Risk 40
5.20. Contractual Arrangements 40
5.21. Environment Management Plan 40
5.22. Marketing 40
5.23. Others 40
5.24. Additional Obligations during the Construction Period 41
5.25. Operations and Maintenance Obligations of the Concessionaire 42
5.26. Obligations relating to centralisation of revenue / billing systems 42
5.27. Obligations relating to Accounting Systems 42
ARTICLE 6: OBLIGATIONS OF THE AUTHORITY 43
6.1. Obligations of the Authority 43
6.2. Maintenance obligations prior to Appointed Date 44
6.3. Obligations relating to Competing Facilities 44
6.4. Obligations related to Applicable Permits 44
6.5. Obligations relating to refinancing 44
6.6. Compliance with Laws and Regulations 45
6.7. Rights to Documents 45
6.8. Others 45
ARTICLE 7: REPRESENTATION AND WARRANTIES 46
7.1. Representations and warranties of the Concessionaire 46
7.2. Representations and warranties of the Authority 47
7.3. Disclosure 48
ARTICLE 8: DISCLAIMER 49
8.1. Disclaimer 49
Part III DEVELOPMENT & OPERATIONS **50**

ARTICLE 9: PERFORMANCE SECURITY 51
9.1. Performance Security 51
9.2. Appropriation of Performance Security 51
9.3. Release of Performance Security 51
9.4. Operations Performance Security 51
9.5. Appropriation of Operations Performance Security 52
9.6. Reference to Performance Security 52
ARTICLE 10: RIGHT OF WAY AND LAND PROVISIONS 53
10.1. The Project Site and Commercial Site 53
10.2. License, Lease, Access and Right of Way 53
10.3. Procurement of the Project Site and the Commercial Site 54
10.4. Project Site and Commercial Site to be free from Encumbrances 55
10.5. Protection of Project Site and the Commercial Site from Encumbrances 56
10.6. Special/temporary right of way 56
10.7. Access to the Authority and Independent Engineer 57
10.8. Geological and archaeological finds 57
10.9. Information about Project Site and the Commercial Site 58
10.10. Lease / Sub-Lease/ License/ Sub- license 58
10.11. Commercial Site Lease Deed 60
10.12. Contractual Arrangements 61
10.13. Quiet Enjoyment 62
10.14. Taxes and Charges 63
10.15. Use of Land During Construction Period 63
10.16. Utilities and Services 63
10.17. Disclaimer Regarding Land 64
ARTICLE 11: UTILITIES AND ROADS 65
11.1. Existing Utilities and Roads 65
11.2. Shifting of obstructing utilities 65
11.3. New utilities 65
11.4. Felling of trees 65
11.5. Roads and Access Infrastructure 66
11.6. Utility Corridors and Easements 66

11.7. Coordination with Utility Agencies 66
11.8. Temporary Facilities 67
11.9. Maintenance of Utilities 67
11.10. Damage to Third Party Utilities 67
11.11. Storm Water Drainage 67
11.12. Power Supply Reliability 68
11.13. Hand-back of Utilities 68
ARTICLE 12: IMPLEMENTATION OF THE PROJECT 69
12.1. Obligations prior to commencement of construction 69
12.2. Master Plan for the Project Site 69
12.3. Master Plan for the Commercial Site 70
12.4. Detailed Project Report and Drawings 71
12.5. Development of Mandatory Development Obligations 71
12.6. Development of Other Permissible Facilities 72
12.7. Development of Commercial Facilities on the Commercial Site 72
12.8. Construction Obligations and Standards 74
12.9. Modifications and expansion of Project Facilities 74
12.10. No Relief from Obligations 74
ARTICLE 13: MONITORING DURING CONSTRUCTION 75
13.1. Monthly and Quarterly Progress Reports 75
13.2. Inspection 75
13.3. Tests 76
13.4. Delays during construction 76
13.5. Suspension of unsafe Construction Works 77
13.6. Video recording 77
13.7. Extension of Construction Period 78
13.8. No Waiver of Damages 78
13.9. Cure Period for Construction Defaults 78
ARTICLE 14: COMPLETION CERTIFICATE 79
14.1. Tests 79
14.2. Completion Certificate 79
14.3. Provisional Certificate 80

14.4. Completion of Punch List Items 81
14.5. Withholding of Provisional or Completion Certificate 81
14.6. Rescheduling of Tests 81
14.7. Effect of Completion Certificate 82
14.8. Commercial Facilities Completion 82
14.9. Handover of As-Built Documents 82
ARTICLE 15: ENTRY INTO COMMERCIAL OPERATIONS 83
15.1. Commercial Operation Dates 83
15.2. Damages for delay 83
15.3. Extension of Construction Period 84
15.4. No suspension of work 84
15.5. Certification of readiness 84
15.6. Commercial Operations of Commercial Facilities 85
15.7. Consequences of delay beyond permitted limits 85
ARTICLE 16: CHANGE OF SCOPE 86
16.1. Change of Scope 86
16.2. Procedure for Change of Scope 86
16.3. Payment for Change of Scope 87
16.4. Restrictions on certain works 87
16.5. Power of the Authority to undertake works 88
16.6. Reduction in Scope of the Project 88
16.7. Differential Tariff Adjustments 89
16.8. Change of Scope Completion Certificate 89
16.9. No claim in respect of rejected proposal 89
16.10. Concessionaire initiated Change of Scope 89
ARTICLE 17: OPERATIONS AND MAINTENANCE 90
17.1. O&M obligations of the Concessionaire 90
17.2. Maintenance Requirements 90
17.3. Maintenance Manual 90
17.4. Maintenance Programme 91
17.5. Safety, breakdowns and accidents 91
17.6. De-commissioning due to Emergency 92

17.7. Closure of a Project Facility 92
17.8. Damages for breach of maintenance obligations 92
17.9. Authority's right to take remedial measures 93
17.10. Overriding powers of the Authority 93
17.11. Restoration of loss or damage to the Project / Project Facilities 94
17.12. Modifications to the Project / Project Facilities 94
17.13. Excuse from performance of obligations 94
17.14. Marketing of Project Facilities 94
17.15. Users who require special assistance 95
17.16. Commercial Facilities Operations 95
17.17. No Relief from Obligations 95
ARTICLE 18: SAFETY REQUIREMENTS 96
18.1. Safety Requirements 96
18.2. Expenditure on Safety Requirements 96
18.3. Safety Audit 97
ARTICLE 19: MONITORING OF OPERATIONS AND MAINTENANCE 99
19.1. Annual Status Reports 99
19.2. Reports of unusual occurrence 99
19.3. Inspection 100
19.4. Tests 100
19.5. Remedial measures 100
19.6. Cricket Match Hosting Report 101
19.7. Independent Engineer's actions 101
19.8. Penalty for deficiency 101
19.9. Technical Audit 102
ARTICLE 20: COMPUTER SYSTEMS 103
20.1. Computer Systems and network 103
20.2. Data Exchange and Reporting 104
20.3. Authority Access Rights 104
20.4. Back-up Systems 104
20.5. Standards and Compliance 104
20.6. Maintenance and Upgrades 105

20.7. Integration with External Systems 105
20.8. Data Ownership and Usage 105
20.9. Non-compliance and Damages 105
20.10. Hand-back Requirements 105
ARTICLE 21: INDEPENDENT ENGINEER 107
21.1. Appointment of Independent Engineer 107
21.2. Duties and functions 107
21.3. Specific duties during Construction Period 107
21.4. Specific duties during Operation Period 108
21.5. Extension of appointment 108
21.6. Status of Independent Engineer 108
21.7. Appointment of officers 108
21.8. Remuneration and costs 108
21.9. Termination of appointment 109
21.10. Authorised signatories 109
21.11. Dispute resolution 109
21.12. Interim Arrangement 109
PART IV FINANCIAL COVENANTS **110**
ARTICLE 22: FINANCIAL CLOSE 111
22.1. Financial Close 111
22.2. Failure to achieve Financial Close 111
ARTICLE 23: VIABILITY GAP FUNDING 112
23.1. Grant of Viability Gap Funding 112
23.2. Disbursement Schedule 112
23.3. Conditions Precedent to Disbursement 112
23.4. Disbursement Mechanism 112
23.5. Adjustments and Withholding 113
23.6. Representations and Warranties 113
23.7. Records and Audit 113
23.8. No Interest or Indexation 113
ARTICLE 24: UPFRONT CONCESSION PREMIUM (IF APPLICABLE) 114
24.1. Payment Obligation 114

24.2. Time for Payment 114
24.3. Mode of Payment 114
24.4. Consequences of Delay or Default 114
24.5. Appropriation 114
24.6. Tax Liability 115
24.7. No Waiver 115
ARTICLE 25: USER FEE 116
25.1. Collection and appropriation of User Fee by the Concessionaire 116
25.2. Determination and Revision of User Fee 116
25.3. Collection, Deposit and Records 116
25.4. User Disputes 116
25.5. Venue Hire Charges 116
25.6. Prohibited Activity 117
ARTICLE 26: ESCROW ACCOUNT 117
26.1. Escrow Account 117
26.2. Deposits into Escrow Account 117
26.3. Withdrawals during Concession Period 117
26.4. Withdrawals upon Termination 118
26.5. Commercial Site Revenues 118
ARTICLE 27: INSURANCE 119
27.1. Insurance during Concession Period 119
27.2. Insurance Cover 119
27.3. Notice to the Authority 119
27.4. Evidence of insurance Cover 120
27.5. Remedy for failure to insure 120
27.6. Waiver of subrogation 120
27.7. Concessionaire's waiver 120
27.8. Application of insurance proceeds 120
27.9. Compliance with Conditions of Insurance Policies 120
ARTICLE 28: ACCOUNTS AND AUDIT 121
28.1. Audited Accounts 121
28.2. Appointment of Auditors 121

28.3. Certification of claims by Statutory Auditors 121
28.4. Set-Off 122
28.5. Dispute Resolution 122
PART V FORCE MAJEURE AND TERMINATION **123**
ARTICLE 29: FORCE MAJEURE 124
29.1. Force Majeure 124
29.2. Duty to report Force Majeure Event 125
29.3. Effect of Force Majeure Event on the Concession 125
29.4. Allocation of costs arising out of Force Majeure 126
29.5. Termination Notice for Force Majeure Event 126
29.6. Termination Payment for Force Majeure Event 126
29.7. Dispute resolution 126
29.8. Excuse from performance of obligations 127
ARTICLE 30: COMPENSATION FOR BREACH OF AGREEMENT 128
30.1. Compensation for default by the Concessionaire 128
30.2. Compensation for default by the Authority 128
30.3. Extension of Concession Period 129
30.4. Compensation to be in addition 129
30.5. Mitigation of costs and damage 129
30.6. No consequential claims 129
30.7. Set-off 129
30.8. Dispute resolution 129
ARTICLE 31: SUSPENSION OF CONCESSIONAIRE'S RIGHTS 130
31.1. Suspension upon Concessionaire Default 130
31.2. Scope and effect of Suspension 130
31.3. Authority to act on behalf of Concessionaire 131
31.4. Concessionaire's obligations during Suspension 131
31.5. Revocation of Suspension 132
31.6. Substitution of Concessionaire 132
31.7. Termination 132
31.8. No liability of Authority 132
ARTICLE 32: TERMINATION 133

32.1. Termination for Concessionaire Default 133
32.2. Termination for Authority Default 135
32.3. Termination Payment 136
32.4. Certain limitations on Termination Payment 136
32.5. Other rights and obligations of the Authority 137
32.6. Survival of rights 137
ARTICLE 33: DIVESTMENT OF RIGHTS AND INTERESTS 138
33.1. Divestment Requirements 138
33.2. Inspection and cure 138
33.3. Cooperation and assistance on transfer of Project 139
33.4. Vesting Certificate 139
33.5. Divestment costs etc. 139
ARTICLE 34: DEFECTS LIABILITY AFTER TERMINATION 140
34.1. Liability for defects after Termination 140
34.2. Retention in Escrow Account 140
PART VI OTHER PROVISIONS **141**
ARTICLE 35: ASSIGNMENT & CHARGES 142
35.1. Restrictions on assignment and charges 142
35.2. Permitted assignment and charges 142
35.3. Substitution Agreement 143
35.4. Assignment by the Authority 143
ARTICLE 36: CHANGE IN LAW 144
36.1. Increase in costs 144
36.2. Reduction in costs 144
36.3. Restriction on cash compensation 144
36.4. No claim in the event of recovery from Users 144
ARTICLE 37: LIABILITY AND INDEMNITY 145
37.1. General indemnity 145
37.2. Indemnity by the Concessionaire 145
37.3. Notice and contest of claims 146
37.4. Defence of claims 146
37.5. No consequential claims 147

37.6. Survival on Termination 147

ARTICLE 38: RIGHTS AND TITLE OVER THE PROJECT SITE AND COMMERCIAL SITE 148

38.1. Nature of Rights 148

38.2. Restrictions and Encumbrances 148

38.3. Access rights of the Authority and others 148

38.4. Property taxes and utilities 148

38.5. Handover of Project Site and Commercial Site 149

ARTICLE 39: DISPUTE RESOLUTION 151

39.1. Dispute resolution 151

39.2. Conciliation 151

39.3. Adjudication by a Regulatory Authority, Tribunal or Commission 151

ARTICLE 40: DISCLOSURE 152

40.1. Disclosure of Specified Documents 152

40.2. Disclosure of Documents relating to safety 152

40.3. Withholding disclosure of Protected Documents 152

ARTICLE 41: COMPLAINTS REDRESSAL 153

41.1. Complaints Register 153

41.2. Redressal of complaints 153

ARTICLE 42: MISCELLANEOUS 154

42.1. Governing law and jurisdiction 154

42.2. Waiver of immunity 154

42.3. Depreciation 154

42.4. Delayed payments 154

42.5. Waiver 155

42.6. Liability for review of Documents and Drawings 155

42.7. Exclusion of implied warranties etc. 155

42.8. Survival 155

42.9. Entire Agreement 156

42.10. Severability 156

42.11. No partnership 156

42.12. Third parties 156

42.13. Successors and assigns 156
42.14. Notices 156
42.15. Language 157
42.16. Counterparts 157
ARTICLE 43: DEFINITIONS 158
43.1. Definitions 158
SCHEDULES **169**
SCHEDULE – A1: PROJECT SITE 170
SCHEDULE – A2: COMMERCIAL SITE 172
SCHEDULE - B: DEVELOPMENT OF THE PROJECT 174
SCHEDULE - C: SPECIFICATIONS AND STANDARDS 178
SCHEDULE - D: APPLICABLE PERMITS 179
SCHEDULE - E: PROJECT COMPLETION SCHEDULE 180
SCHEDULE - F: PERFORMANCE SECURITY 186
SCHEDULE - G: PROJECT DPR, DESIGNS & DRAWINGS 189
SCHEDULE - H: TESTS 190
SCHEDULE - I: COMPLETION CERTIFICATE 192
SCHEDULE - J: MAINTENANCE REQUIREMENTS 194
SCHEDULE - K: SAFETY REQUIREMENTS 196
SCHEDULE - L: SELECTION OF INDEPENDENT ENGINEER 200
SCHEDULE - M: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER 201
SCHEDULE - N: ESCROW AGREEMENT 207
SCHEDULE - O: VESTING CERTIFICATE 219
SCHEDULE – P: SUBSTITUTION AGREEMENT 220
SCHEDULE - Q: COMMERCIAL SITE LEASE DEED 228

PART I
PRELIMINARY

DRAFT CONCESSION AGREEMENT

FOR DEVELOPMENT OF INTERNATIONAL CRICKET STADIUM AND COMMERCIAL COMPLEX AT COIMBATORE ON PUBLIC PRIVATE PARTNERSHIP (PPP) FORMAT

This CONCESSION AGREEMENT (hereinafter also referred to as the **"Agreement"**) for the Development of International Cricket Stadium and Commercial Complex at Coimbatore in the State of Tamil Nadu, is made on this the day of , 2026 at Chennai, Tamil Nadu.

by & between

The Tamilnadu Industrial Development Corporation Limited (TIDCO), an industrial development agency incorporated by the Government of Tamil Nadu, and having its Registered Office at 19-A, Rukmini Lakshmipathy Road, Egmore, Chennai-600 008, Tamil Nadu, India., and represented herein by its Managing Director (hereinafter referred to as the **"Authority"** or **"TIDCO"** which expression shall, unless it be repugnant to the context or meaning thereof, include its subsidiaries, successors-in-interest and assigns) of the **FIRST PART**;

and

M/s [ ], a company incorporated by the Selected Bidder, exclusively for the Project under the Companies Act, 2013 , having its Registered Office at [ ] (hereinafter referred to as the **"Concessionaire"** which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns) represented herein through Mr. / Ms. [ ], the Authorised Signatory, as authorised [vide Board Resolution dated [ ] or by Power of Attorney dated [ ] executed in his / her favour of the **SECOND PART**;

(Each of the parties of the FIRST and SECOND parts are hereinafter, as the context may admit or require, individually referred to as a **"Party"** and collectively as the **"Parties"**).

WHEREAS

A. The Government of Tamil Nadu (the **"GoTN"**) has decided to develop the International Cricket Stadium comprising a Cricket Stadium with minimum seating capacity of 25,000 (twenty-five thousand) persons and Club house, parking facilities, and related infrastructure, along with optional facilities and commercial complex development on separate land parcels, in an integrated manner on the Public Private Partnership (PPP) model (hereinafter referred to as the **"Project"** and more fully described in Article 2 of this Agreement).

B. TIDCO has been mandated by GoTN to be its Nodal Agency and to undertake the development of the proposed Project through PPP model on Design, Build, Finance, Operate and Transfer (**"DBFOT"**) basis.

C. The Authority had accordingly invited Proposals vide its Request for Proposal dated 27.02.2026 (the **"Request for Proposal"** or **"RFP"**) for undertaking the Project, wherein it had prescribed the qualification criteria and had shortlisted certain bidders including, inter alia, the Selected Bidder comprising [ ], [ ] and [ ] (collectively the **"Consortium"**) with [] as its lead member (the **"Lead Member"**).

D. As part of the RFP, the Authority had prescribed the technical and commercial terms and conditions and invited bids from prospective Bidders for undertaking the Project.

E. After evaluation of the Bids received, the Authority, had accepted the bid submitted by the Selected Bidder and after completing due approval processes, issued the Letter of Award No. [ ] dated [ ] (hereinafter called the **"LOA"**) to the Selected Bidder requiring, inter alia, the execution of this Concession Agreement within 60 (sixty) days of the date of issue thereof.

F. The Selected Bidder has since promoted and incorporated the Concessionaire, as a [wholly owned subsidiary company / joint venture company of the Consortium as per the Joint Bidding Agreement submitted as part of its Bid in response to the RFP] as a limited liability Company under the

provisions of the Companies Act, 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.

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

H. The Concessionaire has vide its letter dated [], submitted the Performance Security of Rs. 20,00,00,000 (Rupees twenty crores) favouring the Authority, as per the conditions of the LoA and submitted its compliance to all other conditions of the LoA.

I. The Authority has agreed to the said request of the Selected Bidder and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

J. The Authority shall make available to the Concessionaire two distinct land parcels for implementation of the Project:

(i) Project Site: A land parcel measuring approximately 20.18 (twenty point one eight) acres for development of the Mandatory Development Obligations and Other Permissible Facilities, to be provided for the Concession Period of 35 (thirty-five) years (including the Construction Period of 5 years).

(ii) Commercial Site: A land parcel measuring approximately 10.18 (ten point one eight) acres for development of Commercial Facilities, to be provided on lease for a period of 60 (sixty) years on a nominal lease rent of Re. 1000/- (Rupee One Thousand only) per acre per annum. The lease for the Commercial Site shall be co-terminus to the concession up to the end of the Concession Period. After the expiry of the Concession Period of 35 years, the lease for the Commercial Site shall continue for the balance term of 25 (twenty five) years as per the terms of the Commercial Site Lease Deed set forth in Schedule-Q.

The detailed boundaries, coordinates, and description of both land parcels are set forth in Schedule-A1 (Project Site) and Schedule-A2 (Commercial Site) to this Concession Agreement. The Concessionaire shall be solely responsible for obtaining all necessary approvals, permits, licenses, and clearances required for development of both sites in accordance with Applicable Laws and Development Control Regulations.

K. It is deemed necessary and expedient to enter into this Concession Agreement being these presents to record the terms, conditions and covenants of the said Agreement between the Parties.

L. Bids were invited for the Project on the basis of a single financial parameter (the "Bid Value") representing the net financial flow to or from the Authority, expressed as either:

(i) a Viability Gap Funding (VGF) / Grant, being a capital grant sought by the Concessionaire from the Authority or

(ii) an Upfront Concession Premium, a one-time upfront payment by the Concessionaire to the Authority

[INSERT APPLICABLE CLAUSE BELOW BASED ON BID OUTCOME]

M. [IF VGF/GRANT:]

In accordance with the terms of the Financial Bid and the Letter of Award, the Authority has agreed to provide to the Concessionaire a Viability Gap Funding (VGF) / Grant of Rs. ___ (Rupees ___), payable in accordance with the terms and conditions set forth in Article 23.

[IF CONCESSION PREMIUM:]

In accordance with the terms of the Financial Bid and the Letter of Award, the Concessionaire has agreed to pay to the Authority an Upfront Concession Premium of Rs. ___ (Rupees ___) payable in accordance with Article 24.

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

ARTICLE 1: DEFINITIONS & INTERPRETATIONS

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article-43) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2. Interpretations

1.2.1. In this Agreement, unless the context otherwise requires,

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

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

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

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

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

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

g) reference to **"development"** include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing,

fabrication, testing, commissioning and other activities incidental to the construction, and **"construct"** or **"build"** shall be construed accordingly;

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

i) either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hours of the clock and 5:30 (five thirty), 6:30 (six thirty), 7:30 (seven thirty) and so on being hours on the half hour of the clock;

j) any reference to day shall mean a reference to a calendar day;

k) references to a **"business day"** shall be construed as a reference to a day (other than a Sunday) on which banks in Tamil Nadu are generally open for business;

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

m) reference to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

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

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

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

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

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

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

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

u) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of

a duly authorized representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;

v) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

w) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to any contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

x) unless otherwise specified, any interest payable under this Agreement shall accrue on a monthly basis;

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

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

1.2.2. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/or the Independent Engineer shall be provided free of cost and in 3 (three) copies, and if the Authority and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

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

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

1.3. Measurements and Arithmetic Conventions

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

1.4. Priority of agreements, clauses and schedules

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

a) This agreement along with the Schedules to the Agreement;

b) The Lease Deed

c) All other agreements and documents forming part hereof or referred to herein. (i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b).)

d) The LOA issued to the Selected Bidder;

e) Written addenda to the RFP;

f) The RFP;

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

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

b) between the Clauses of this Agreement and the Schedule's, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

c) between any two Schedules, the Schedule relevant to the issue shall prevail;

d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

f) between any value written in numerals and that in words, the latter shall prevail.

PART II
THE CONCESSION

ARTICLE 2: SCOPE OF THE PROJECT

2.1. Scope of the Project

The Scope of the Project (the **"Scope of the Project"**) shall mean and include:

(A) Mandatory Development Obligations (MDO)

The Concessionaire shall be mandatorily required to design, engineer, finance, procure, construct, develop, commission, operate, maintain and manage, during the Concession Period, the following facilities on the Project Site:

(i) International Cricket Stadium with the following minimum specifications:

- Seating capacity: 25,000 persons
- Practice nets: Minimum 5 numbers
- Corporate boxes: Minimum 25 numbers
- Media and press areas
- VIP lounges and hospitality areas
- Player amenities (locker rooms, medical, gymnasium)
- Match officials amenities
- Spectator facilities (concourse, F&B outlets, washrooms)
- Field of play with international specifications
- Stadium lighting (international standards)
- Electronic scoreboard and sight screens
- All facilities required for hosting international cricket matches (BCCI/ICC standards)

(ii) Club House for sports development, including:

- Gymnasium
- Swimming Pool
- Other sports facilities (badminton, indoor sports, etc.)
- Appropriate rooms/suites
- Restaurant/Dining and recreational facilities
- Administrative and support areas

(iii) Parking Facilities: On-site parking facilities required for the International Cricket Stadium, including surface, podium and/or structured parking, in conformity with the Applicable Laws and the norms prescribed in the Master Plan approved by the Authority.

The detailed specifications, standards, and requirements for the Mandatory Development Obligations are set forth in Schedule-B to this Agreement.

The Mandatory Development Obligations shall be completed within the Construction Period of 5 (five) years from the Appointed Date.

(B) Other Permissible Facilities (OPF)

The Concessionaire may, at its option, develop the following additional facilities on the Project Site, subject to compliance with Applicable Laws and Development Control Regulations:

(i) Guest House and/or Dormitories for sportspersons, officials and visitors, including accommodation units, common facilities, dining, recreational areas.

(ii) Sports Retail Facilities integrated with or ancillary to the Cricket Stadium, including pro-sports stores, equipment retail, merchandise shops, training facilities, restaurants, food courts.

(iii) Banquet Hall(s) with associated facilities including multi-purpose halls, pre-function areas, breakout rooms, commercial kitchen, catering facilities, parking and service areas.

(iv) Other Facilities as may be proposed by the Concessionaire and approved by the Authority, provided such facilities are complementary to the core purpose of the Project and comply with all Applicable Laws and Development Control Regulations.

For the avoidance of doubt, the development of Other Permissible Facilities is entirely at the discretion of the Concessionaire and shall not form part of the conditions precedent for MDO Completion Date, unless otherwise specified in this Agreement.

(C) Commercial Facilities

The Concessionaire shall have the right to develop Commercial Facilities on the Commercial Site, comprising:

(i) Commercial offices

(ii) Retail spaces and shopping complexes

(iii) Hospitality projects including hotels, serviced apartments

(iv) Any combination of the above in such proportions as determined by the Concessionaire

The development of Commercial Facilities shall be in accordance with:

(i) The Development Control Regulations applicable to the Commercial Site

(ii) All Applicable Laws, rules, regulations, and bye-laws

(iii) The terms and conditions of the Lease Deed for the Commercial Site

(iv) Good industry practices for commercial real estate development

The Commercial Facilities shall be independent of the Mandatory Development Obligations and Other Permissible Facilities, and the timelines for development of Commercial Facilities shall be as determined by the Concessionaire, subject to the provisions of the Commercial Site Lease Deed.

(D) General Obligations

(i) Operation, maintenance and management of the Project Facilities developed on the Project Site and Commercial Site in accordance with the provisions of this Agreement;

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

(iii) Hand over back the Project Facilities on the Project Site and the Project Site to the Authority at no cost to the Authority and free from any liens, claims and Encumbrances, in good operable working condition, upon expiry of the Concession Period by efflux of time or early Termination of this Agreement, as the case may be.

For the avoidance of doubt, the Commercial Site and Commercial Facilities developed thereon shall continue to be governed by the Commercial Site Lease Deed for the balance term of 25 (twenty-five) years, i.e., until completion of the 60-year lease period.

(iv) Upon expiry of the 60-year lease period for the Commercial Site, the Concessionaire shall hand over the Commercial Site and all Commercial Facilities to the Authority at no cost, free from all Encumbrances and in good operable condition subject to normal wear and tear

(v) The Concessionaire shall undertake its obligations at its own cost and risk.

2.2. Integrated Development

The Project is an integrated development and the Concessionaire can only license/ sub- license the developed Project Facilities or enter into Project Contracts for O&M of any or all of the Project Facilities in accordance with the provisions hereof and does not have the right to part with the Project Site as a whole or in parts by way of license/ sub- license of the land or the Project Site. Further, the Concessionaire shall not have any right to create any Encumbrance and/or convey/transfer/assign any right/title/interest in any manner in the Project Site.

2.3. Sole Purpose of the Concessionaire

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

ARTICLE 3: GRANT OF CONCESSION

3.1. The Concession

3.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the Concession set forth herein including the exclusive right, licence, and authority to undertake the development, design, engineering, financing, procurement, construction, completion, commissioning, implementation of the Project at the Project Site and Commercial Site, marketing, management, administration and operation and maintenance of the Project Facilities, on a commercial format, and exercise and/or enjoy the rights, powers, privileges, concessions and entitlements as set forth in this Agreement (collectively the **"Concession"**) for a period of 35 (thirty-five) years including the Construction Period of 5 (five) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

For the avoidance of doubt:

(a) The Concession Period of 35 years shall include the Construction Period and shall apply to the Project Site and the Mandatory Development Obligations and Other Permissible Facilities developed thereon.

(b) The Commercial Site shall be leased to the Concessionaire for a period of 60 (sixty) years on nominal lease rent of Rs. 1,000/- per acre per annum as per the Commercial Site Lease Deed, which lease shall be co-terminus with the Concession up to the end of the Concession Period of 35 years, and shall continue thereafter for the balance term of 25 years as per the terms of the Commercial Site Lease Deed.

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

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

(ii) Design, finance, develop & construct the Project, market, manage, administer, operate and maintain the Project / Project Facilities;

(iii) develop, finance, construct, operate, maintain, manage and commercially exploit the Commercial Facilities on the Commercial Site during the lease period and to collect and appropriate all revenues therefrom, strictly in accordance with this Agreement and the Commercial Site Lease Deed, and subject to compliance with Applicable Laws and Applicable Permits.

(iv) determine, demand, charge, collect, retain and appropriate Project Revenues in respect of the Project Facilities and regulate the use thereof by third parties;

(v) determine, demand, collect and appropriate fee based on market driven rates from Users liable for payment of Fee for using the Project / Project Facilities or any part thereof and refuse entry to any User if the fee due is not paid;

(vi) grant licences and/or sub-licences in respect of the built-up areas of the Project Facilities, appoint Contractors, and/or enter into franchising, management service or other suitable arrangements on mutually agreed terms (the **"Contractual Arrangements"**) for a period less than or coterminous with the Concession Period with any Person(s) of its choice for construction, management, marketing, operation and

maintenance of the Project Facilities, subject always to Clause 10.10 of this Agreement and Applicable Laws;

(vii) in respect of the Commercial Facilities on the Commercial Site, enter into Project Contracts and grant sub-leases and/or licences of built-up areas (and appoint operators/service providers) for a period not exceeding the remaining lease term, strictly in accordance with Clause 10.10, Clause 10.11 and the Commercial Site Lease Deed (Schedule-Q) and Applicable Laws

(viii) exercise all rights and remedies available under the Applicable Laws to recover the Project Revenues, including suspension, termination or cancellation of the applicable service to the relevant defaulting user, including licensees and Contractors, provided that the same shall be in compliance with the requirements of the Applicable Laws, terms of Applicable Permits or mandatory requirements of Government Authorities, if any, and Good Industry Practice in this behalf;

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

(x) appoint Contractors on its behalf to assist in fulfilling its obligations in relation to the Project Facilities insofar as the development and construction of the Project is concerned;

(xi) neither assign, transfer or sublet or create any Encumbrances on the whole or any part of the Project Site or the Commercial Site nor transfer, lease or part possession thereof, save and except as expressly permitted under this Agreement and the Substitution Agreement, provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors, to enter into Contractual Arrangements in accordance with the provisions hereof;

(xii) apply for and obtain all requisite Applicable Permits for the development of the Project Site and the Commercial Site and Project Facilities / Project Assets, including submissions for clearance from Airports Authority of India (AAI), PCB / EIA Clearances, plans for construction of building/s and other structure/s thereon for such uses, licenses from respective statutory / regulatory authorities / bodies / agencies for putting to use the project facilities for purposes as described herein;

(xiii) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement and carry out such other activities incidental to the foregoing in a manner which is considered to be safe, efficient, economic & environment friendly and in accordance with Applicable Laws & Good Industry Practice;

(xiv) Make timely payments to the Authority towards all dues including but not limited to Lease Rent;

(xv) transfer and hand over, on the Transfer Date, the Project Site, Project / Project Facilities along with the Project Assets to the Authority or its nominated agency in a good operable working condition at no cost, free from any liens, claims, Encumbrances, and in accordance with the provisions hereof.

3.1.3. Subject to and in accordance with the provisions of this Agreement and Applicable laws, the Concession hereby granted shall, without prejudice to the provisions of clause 3.1.2, entitle the Concessionaire to undertake development, operations and maintenance of Commercial Facilities subject to the conditions stipulated in **Schedule-B** and **Schedule-C**, and to exploit such development for commercial purposes in accordance with the provisions (the **"Commercial Facilities"**) with the right to sub-lease, sub-licence any or all parts of Built-up

areas thereof by means of Project Contracts, subject to the conditions stipulated in this Concession Agreement and the provisions of Article 25 and Article-26.

3.1.4. The rights provided pursuant to the grant of the Concession are of a contractual nature only and shall not amount to any lease of or other interest in land, or any building or other structure or facility constructed or to be constructed on, under or over the Project Site, other than as provided in Clauses 3.1.1, 3.1.2 and 3.1.3 hereof.

ARTICLE 4: CONDITIONS PRECEDENT

4.1. Conditions Precedent

4.1.1. Save and except as expressly provided in Articles 4, 5, 6, 7, 8, 9, 10, 22, 32, 36 and 39, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this clause 4.1 (the **"Conditions Precedent"**). Provided, however, that either Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of clauses 4.1.2 or 4.1.3 as the case may be, and to the extent of such waivers, that Condition Precedent shall be deemed to be fulfilled for the purposes of this clause 4.1.1.

4.1.2. The Concessionaire may, upon providing the Performance Security to the Authority, prior to the execution of this Agreement, in accordance with Article-9, at any time within 45 (forty five) days from the date of the LOA or on any earlier date acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2, within a period of 90 (ninety) days or a greater period as mutually agreed by both Parties, and the Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

(i) procured for the Concessionaire the Right of Way to the Project Site in accordance with the provisions of Clauses 10.2.1 and 10.2.2 within a period of 45 (forty five) days from the Execution Date;

(ii) handed over the Project Site on 'as is where is basis' and free of all Encumbrances to the Concessionaire along with the Right of Way and license for the purpose of and to the extent conferred by the provisions of this Agreement;

(iii) appointed an Independent Engineer and a Nodal Officer as per terms hereof;

(iv) procured the Applicable Permits relating to land use for the taking up the Project on the Project Site;

(v) obtained needful approvals / authorization to the Authority from the Government of Tamil Nadu, pertaining to the development of Project as per terms & conditions of this Agreement; and

(vi) executed and delivered the Commercial Site Lease Deed.

Provided that upon request in writing by the Authority, the Concessionaire may, in its discretion, grant extension of time, not exceeding 180 (one hundred and eighty) days, for fulfilment of any of the Conditions Precedent set forth in this Clause 4.1.2.

4.1.3. The Conditions Precedent required to be satisfied by the Concessionaire within a period of 270 (two hundred and seventy) days from the date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) executed and procured execution of the Escrow Agreement;

(b) executed and procured execution of the Substitution Agreement;

(c) prepared and submitted the Detailed Project Report to the Authority;

(d) paid Upfront Concession Premium to the Authority (if applicable);

(e) procured all the Applicable Permits specified in Part-I of **Schedule-D** unconditionally, or if subject to conditions, then all such conditions required to be fulfilled by the date

specified therein shall have been satisfied in full, and such Applicable Permits are in full force and effect;

(f) procured environmental clearances for the Project and Commercial Facility

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

(h) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

(i) delivered to the Authority {from the Consortium Members, their respective} confirmation, in original, of the correctness of the representations and warranties set forth in Sub clauses (k), (l) and (m) of clause 7.1 of this Agreement;

(j) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof; and

(k) prepared, finalised and procured approval of the Independent Engineer on the Detailed Project Report in accordance with the provisions of this Agreement;

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion and without prejudice to anything stated hereunder, waive and/or extend the fulfilment of any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority, may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit based on the recommendation of the Independent Engineer.

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

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

4.2. Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire, Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.

4.3. Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period specified in that clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to Bid Security, and upon

reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date on which the authority shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.

Provided, however, in the event of the Concessionaire having completed all needful documentation as necessary for applying for the Applicable Permits specified in Part-I of Schedule-D and having made all needful & complete applications to the respective statutory / regulatory authorities within a period of 120 (one hundred and twenty) days from the date of this Agreement, the Authority may in its discretion and subject to such terms and conditions as it may deem fit allow extension of time of such duration as the Authority may deem appropriate for seeking the approvals from statutory / regulatory authorities, without levy of any Damages until the date the Applicable Permits are accorded by the respective statutory / regulatory authorities, provided all other conditions precedent are fulfilled or waived.

4.4. Commencement of Concession Period

The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the **"Appointed Date"** which shall be the date of Commencement of the Concession Period. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence construction on the Project.

Further, unless extended as per provisions of this Agreement, each Party shall make all reasonable endeavours to satisfy the Conditions Precedent which shall be earlier of the date falling at the expiry of 180 (one hundred eighty) days from the date of this Agreement or the date by which all project related clearances have been procured by the Concessionaire (herein the **"Appointed Date"**) and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

Notwithstanding anything to the contrary stated in this Agreement, in the event the Concessionaire fails to procure the fulfilment of the Conditions Precedent in terms hereof by the Appointed Date and the Authority has not expressly waived, fully or partially, such conditions relating to the Concessionaire, the Authority may, in its sole and exclusive discretion, extend the Appointed Date for allowing the Concessionaire to procure fulfilment of its Conditions Precedent, on reasonable grounds based on the recommendation of the Independent Engineer.

4.5. Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the date falling at the expiry of 180 (one hundred eighty) days from the date of this Agreement or the extended period provided by the Authority in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall also be encashed and appropriated by the Authority as Damages thereof.

Provided, however, in the event of the Concessionaire having completed all needful documentation as necessary for applying for the Applicable Permits specified in Part-I of Schedule-D and having made all needful & complete applications to the respective statutory / regulatory authorities within a period of 90 (ninety) days from the date of this Agreement, and in the event the Appointed Date does not occur before the extended period provided by the Authority in accordance with this Agreement due to delay in receipt of Applicable Permits where the reasons for delay, in the opinion of the Authority are not attributable to the Concessionaire, the Authority may in its discretion and subject to such terms and conditions as it may deem fit allow one more extension of time of such duration as the Authority may deem appropriate to this clause 4.5, for seeking the approvals from statutory / regulatory authorities.

Without prejudice to the provisions of Clause 4.2 and Clause 4.3, if the Conditions Precedent set out above have not been satisfied in full or not been waived by the date falling 270 (two hundred seventy) days after the date of this Agreement, the Authority shall, subject to this Clause 4.5, have the right to terminate this Agreement by giving fifteen (15) days' notice in writing to the other Party and upon expiry of such notice this Agreement shall terminate and the Performance Security of the Concessionaire shall also be encashed and appropriated by the Authority as Damages thereof.

ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE

5.1. Obligations of the Concessionaire

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

5.1.2. The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3. The Concessionaire shall, at all times during the subsistence of this Agreement, comply with all the conditions stipulated in **Schedule-A**, **Schedule-B**, and **Schedule-C**.

5.1.4. Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.5. The Concessionaire shall, from time to time, undertake renovation or upgradation of the Project Facilities, in accordance with the provisions of this Agreement and Good Industry Practice.

5.1.6. Save and except as expressly provided in this Agreement, the Concessionaire shall at all times during the subsistence of this Agreement, pay all taxes, levies, duties, cesses and all other statutory charges, dues, assessments or outgoings payable in respect of the Project Site / Project/ Project Facilities or in respect of the materials stored therein which may be levied by any Government Instrumentality.

5.1.7. In case the Concessionaire is a SPV comprising a Consortium, the Lead Member of the Consortium shall be primarily responsible for all the obligations under this Agreement, notwithstanding the fact that all the members of the Consortium are jointly and severally liable for all the obligations under this Agreement.

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

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits (including any other than those set forth in Clause 4.1.3 and **SCHEDULE-D**), and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project/ Project Facilities;

(c) perform and fulfil its obligations under the Financing Agreements;

(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

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

(g) procure that all facilities and amenities within the Project Facilities are operated and maintained in accordance with Good Industry Practice and the Users have non-discriminatory access for use of the same in accordance with the provisions of this Agreement and Applicable Laws;

(h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(i) make timely payments due to the Authority including the Lease Rent in accordance with the provisions of this Agreement;

(j) provide all assistance to the Independent Engineer and Nodal Officer as they may require for the performance of their duties and services;

(k) obtain and maintain in force from the Date of this Agreement all insurance in accordance with the provisions of this Agreement and Good Industry Practice;

(l) indemnify the Authority against all action, suit claims, demands, proceedings and any loss or damage or costs or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement;

(m) Hand over the Project / Project Facilities and Project Site back to the Authority at no cost to the Authority and free from any liens, claims and Encumbrances and in a good operable working condition, upon expiry of the Concession period by efflux of time or an early Termination of this Agreement, as the case may be.

5.2. Obligations relating to Project Contracts

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

5.2.2. The Concessionaire shall submit to the Authority the drafts of all Project Contracts, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. The review and comments of the Authority shall be final, conclusive and binding on the Concessionaire. Within 7 (seven) days of execution of any Project Contractor amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3. The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or

amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire.

5.2.4. The Concessionaire shall procure that each of the Project Contracts contain provisions that entitle the Authority to step into such Agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or suspension (the **"Covenant"**). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Contracts shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Contracts and undertakes that it shall, in respect of each of the Project Contracts, procure and deliver to the Authority and acknowledge undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Contracts, whereunder, such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.5. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of all EPC Contractors or O&M Contractors and execution of all EPC Contracts or O&M Contracts shall be subject to prior approval of the Authority from the review of relevant expertise, as well as national security and public perspectives (if applicable), the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to review of relevant expertise as well as national security and public perspectives (if applicable), and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3. Obligations relating to Change in Ownership

5.3.1. The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2. The Concessionaire acknowledges and agrees that the Selected Bidder (whether a single entity or the Members of a Consortium) shall hold 100% (one hundred percent) of the subscribed and paid-up equity share capital of the Concessionaire until COD, and shall thereafter maintain at least 51% (fifty-one percent) of such equity share capital until the 5th (fifth) anniversary of the COD.

5.3.3. Where the Selected Bidder is a Consortium:

a. the Concessionaire acknowledges and agrees that no change in the composition of the Consortium/ Selected Bidder as indicated in the Joint Bidding Agreement is permitted until COD;

b. in addition to the requirements under Clause 5.3.2, the Lead Member and Member whose technical eligibility is considered for evaluation shall hold equity share capital representing not less than 26% (twenty six percent) of paid-up and subscribed equity share capital until the 5th (fifth) anniversary of the COD;

5.3.4. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that

(i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 25% (twenty five percent) of the total Equity of the Concessionaire; or

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

shall constitute a Change in Ownership requiring prior approval of the Authority, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to technical & financial capacity of the acquirer as well as national security and public interest perspectives (if applicable), and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.4:

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

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

(c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of not less than 5% (Five per cent) of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.3.5. The Selected Bidder shall, in accordance with and subject to the provisions of this Agreement, maintain its equity participation in the Concessionaire (or Special Purpose Vehicle, as applicable) in the manner set out herein below:

(i) [The Selected Bidder, in case it is a single entity, shall hold 100% of the subscribed and paid-up equity share capital of the Concessionaire until COD and shall hold a minimum of 51% of the paid-up equity share capital of the Concessionaire until the 5th anniversary of the COD (the **"Lock-in Period"**). **"**), and the Selected Bidder shall, during the Construction Period, hold 100% equity share capital of the subscribed and paid up equity share capital of the SPV.]

[In case of Selected Bidder being a Consortium, the Lead Member and the Member whose technical eligibility was considered for evaluation shall hold not less than 26% of subscribed and paid up until the 5th anniversary of the COD (the **"Lock-in Period"**), and the Consortium as a whole shall, during the Construction Period, hold 100% equity share capital of the subscribed and paid up equity share capital of the SPV.]

(ii) Subject to the provisions of clause (i) above, any change of the shareholding pattern of the Concessionaire including a change in the composition of the Consortium, during the Concession Period, shall be subject to the prior approval of the Authority.

5.4. Obligations relating to concurrence from Authority on major changes

5.4.1. The Concessionaire shall not undertake or permit any changes pertaining to (i) induction of new shareholders, (ii) dilution of shareholding by original shareholders subsequent to expiry of Lock-in Period, (iii) any change in the development plan from that approved in the Detailed Project Report (DPR) approved by the Authority, except with the prior written approval of the Authority.

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

(a) it has provided an irrevocable undertaking that the rights vested in the Authority shall not be abridged, abrogated or in any manner affected by any act done or purported to be done by the Concessionaire or any of its Associates or Affiliates;

(b) it has provided an irrevocable undertaking that any divestment of equity in the Concessionaire shall not in any manner affect the rights of the Authority herein and that the successors-in-interest, assigns and substitutes of the Concessionaire shall be bound by such undertaking;

5.5. Obligations relating to employment of foreign nationals

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

5.6. Obligations relating to employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. Further, the Concessionaire shall ensure that preference for employment is as per the State Government employment policies.

5.7. Obligations relating to aesthetic quality of the Project Facilities

The Concessionaire shall maintain a high standard in the appearance and aesthetic quality of the Project / Project Facilities and achieve integration of the Project with the character of the surrounding landscape through both appropriate design and sensitive management of all

visible elements. The Concessionaire shall engage professional architects of repute for ensuring that the Project Design meets the stipulated aesthetic standards as well as the conditions set forth in this Concession Agreement. For the avoidance of doubt, the Concessionaire shall be required to design the Project / project Facilities such that it complies with the Theme and Concept specified by the Authority and is as per the Design Brief and Mandatory Development Obligations set forth in this Concession Agreement, that shall be duly considered by the Authority based on the evaluation, assessment and recommendations of the Independent Engineer.

5.8. Obligations relating to noise control

The Concessionaire shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Project Facilities and its impact on Users and the neighbourhood. The Concessionaire also agrees to undertake to design and construct the Project / Project Facilities such that adequate measures for noise insulation are taken so as to meet the requisite international standards for respective facilities, duly considering the surrounding area noise levels including due to the functioning of the Railway line in the adjoining vicinity of the Project Site.

5.9. Branding of the Project

5.9.1. **Primary Branding (MDO):** The Mandatory Development Obligations (MDO), comprising the international cricket stadium, shall be known, promoted, and branded as per the naming rights guidelines proposed by the Concessionaire and subsequently approved by the Authority in writing. The Concessionaire shall not be entitled to change this name, add any prefix or suffix, or use any other branding for the MDO without the prior written consent of the Authority.

5.9.2. **Concessionaire Branding (OPF and Commercial Facilities):** For all other Project Facilities, including the OPF and the Commercial Facilities, the Concessionaire shall have the right to brand, name, and promote such facilities under its own brand name subject to the following conditions:

(a) The proposed name and branding for these facilities must be submitted to the Authority for information. The Authority retains the right to provide comments, if any;

(b) The branding of these facilities shall be distinct and subordinate to the primary branding of the MDO to maintain the overall identity of the Project Site as an international cricket stadium.

5.9.3. **Co-Branding and Signage:** The Concessionaire may display its corporate logo or the logo of its operators on the Project Site. All signage, including directional and promotional displays, shall conform to the Specifications and Standards and the Design Guidelines approved by the Authority to ensure aesthetic uniformity across the Project.

5.9.4. **Removal of Branding:** Upon the expiry or earlier Termination of this Agreement, the Concessionaire shall, at its own cost, remove all its proprietary branding, logos, and trademarks from the MDO and Other Permissible Facilities prior to handing over the Project Assets to the Authority.

5.10. Facilities for physically challenged and elderly persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free

environment for the physically or visually challenged and for elderly persons using the Project / Project Facilities.

5.11. Project Implementation

5.11.1. The Concessionaire shall complete the development / implementation / construction of the MDO on or before the respective Scheduled Completion Dates, in accordance with the **Schedule-E** (Project Completion Schedule), Detailed Project Report, Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice. The Concessionaire shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.

5.11.2. The Concessionaire shall conceptualize, design, plan, develop, finance, construct, install, integrate, test & commission, market, administer, manage and operate and maintain the Project/Project Facilities, including without limitation the necessary infrastructure (limited to within the Project Site), the any or all of the Other Permissible Facilities as it may desire, services and facilities, during the Concession Period in accordance with the provisions hereof, including the Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice. The Concessionaire shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement. It is further agreed that the commercial operations of the optional Other Permissible Facilities shall be permitted only upon completion and commencement of commercial operations of the MDO.

5.11.3. In implementing the Project, the Concessionaire shall ensure compliance by itself and Persons claiming through or under it with all Applicable Laws, including environmental laws, and the terms of Applicable Permits and the Concessionaire shall be entirely liable for any violations or breaches thereof and indemnify and keep indemnified the Authority from and against all liabilities and costs in this behalf.

5.11.4. The Concessionaire may appoint Contractors to perform its obligations under this Agreement in accordance with **Article-12** and **Article-17**, without in any way relieving the Concessionaire of its liability in this behalf; provided that the Concessionaire shall ensure that any of its obligations, which are relevant to the scope of work/terms of engagement/ of a Contractor, are incorporated in the terms and conditions under which such Contractor is appointed/retained. The Concessionaire shall indemnify and keep indemnified the Authority from and against all liabilities and costs in this behalf.

5.12. Applicable Permits

5.12.1. The Concessionaire shall obtain and maintain at its cost all Applicable Permits, including all environmental permits, in conformity with the Applicable Laws and be in compliance therewith. Subject to the Concessionaire complying with the Applicable Laws and Good Industry Practice, the Authority shall (without guarantees and/or without assuming any responsibility in that behalf) facilitate the securing of such consents, clearances and Applicable Permits.

5.12.2. The Concessionaire shall expeditiously make the necessary applications to the relevant Government Authorities for all Applicable Permits to meet the stipulated time frames in this Agreement, for completion of the Works, to achieve the various performance milestones, if any, and to perform all of its other obligations under this Agreement. The Concessionaire shall supply the appropriate particulars and details to such Government Authorities as may be necessary to confirm that the Concessionaire fulfills the eligibility criteria to enable such authority reasonably to consider the request for the grant of the relevant Applicable Permits and, following the grant of any such Applicable Permits, the Concessionaire shall maintain

such Applicable Permits in full force and effect so long as it is necessary in order for the Concessionaire to perform its obligations hereunder.

5.13. Personnel and Labour

5.13.1. The Concessionaire shall

(i) be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labour and personnel employed by the Concessionaire, its Contractors, agents and representatives on or in connection with the Works or the Project Site under or through whatever legal relationship;

(ii) make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement and be the principal employer in respect of such labour and personnel. The Concessionaire shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel by it and its Contractors for implementing the Project.

5.13.2. The employees of the Concessionaire and its Contractors shall at all times be the responsibility of the Concessionaire and the Authority shall not be liable in any manner whatsoever in respect of such employees and their employment.

5.14. Contracting

5.14.1. The Concessionaire may contract at its cost and risk to Contractors possessing the requisite skill, expertise, capacity and technical and financial qualifications, the designing, engineering, procurement and construction of civil / mechanical / electrical engineering structures / equipment related to the Project, and / or operation and maintenance of the Project Facilities or any part thereof provided the Concessionaire shall at all times be solely responsible and liable for any defect, deficiency or delay in the construction and erection of the structures/equipment related to the Project or any part thereof and for the operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement and provided further that this does not result in the carrying out of the whole or substantially the whole, as determined by the Authority, of the Works by the Contractors. The Concessionaire shall ensure that any of its obligations, which are relevant to the scope of work of a Contractor pursuant to this Agreement, are incorporated in the terms and conditions under which such Contractor is retained.

5.14.2. The Concessionaire shall supervise, monitor and control the activities of Contractors under their respective Project Contracts as may be necessary.

5.14.3. For the avoidance of doubt, it is hereby clarified that notwithstanding the appointment of a Contractor by the Concessionaire for any of the aforesaid purposes, the Concessionaire shall be liable for the performance of its duties and for the discharge of all its obligations and responsibilities which it shall have towards the Authority under this Agreement and the appointment of Contractor(s) for any of the aforesaid purposes shall neither release nor exonerate the Concessionaire from its obligations hereunder, including full and timely compliance with the terms of this Agreement. The Concessionaire does hereby also agree and acknowledge that it shall remain responsible for obligations performed or to be performed by the Contractors to the same extent as if such obligations were to be always performed by the Concessionaire and shall at all times be solely responsible for any defect, deficiency or delay by the Contractor in the implementation of the Project/execution of Works.

5.14.4. The Concessionaire further undertakes and covenants that it shall be solely responsible for all payments to be made to the Contractors and shall indemnify the Authority and keep it indemnified and hold it harmless from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses that the Authority may incur, insofar as such losses directly arise out of, in any way relate to, or result from the non-performance by theConcessionaire of its obligations to the Contractors including non-payment of any money to such Contractors.

5.14.5. The Concessionaire shall ensure that the subcontractors are capable of discharging the obligations under this Agreement for and on behalf of and in the name of the Concessionaire and that any of its obligations, which are relevant to the scope of work of a Contractor, pursuant to this Agreement, are incorporated in the terms and conditions under which such contractor is retained.

5.15. Transaction Documents

The Concessionaire accepts and undertakes to ensure that the terms of all Transaction Documents (including the agreements between the Concessionaire and subcontractors and any other Person(s), including vendors of goods and services, or between any of these entities) shall be in conformity with the provisions of this Agreement and not in derogation of or conflict with the provisions hereof. In the event of any conflict or inconsistency between such documents and this Agreement, the provisions of this Agreement shall prevail. The Concessionaire further undertakes that any agreement between itself and the Contractors and any other Person(s), or between any of these entities, shall contain such terms and conditions as may be necessary to ensure that the counter-party thereto is required to perform its part of the agreement(s) in conformity with the Concessionaire's obligations under this Agreement.

5.16. Reporting Requirements

The Concessionaire shall provide to the Authority and the Independent Engineer reports on a regular basis during the Concession Period in accordance with the provisions of Article-13 and Article-19 and as set forth elsewhere in the Agreement and at all times provide the Authority such information, data and documents as the Authority may reasonably require.

5.17. Accidents and Safety

The Concessionaire shall:

(i) Develop, implement and administer a surveillance and safety program for the Project and the users thereof and the Contractors' labour and personnel engaged in the provision of any services under any of the Project Contracts, including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;

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

(iii) Maintain liaison with emergency service providers and seek necessary police assistance on payment of applicable charges for the provision of such services as are not provided in the normal course or are available only on payment.

5.18. Taxes and Charges

The Concessionaire shall:

(i) pay in a timely manner all Taxes, duties, levies, cess and charges including but not limited to property tax, income tax, and goods and services tax, Luxury Tax, customs duty, etc that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project;

(ii) pay all charges, taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Concessionaire or its Contractors and agents during the implementation and operation of the Project such as water supply, sewage disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.

(iii) Pay the applicable taxes, duties, levies, cess and charges pertaining to the Property Tax, as applicable for the Project Site / Project / Project Facilities that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority;

5.19. Foreign Exchange Risk

The Concessionaire shall bear any risk on account of fluctuation in foreign exchange rates during the Concession Period.

5.20. Contractual Arrangements

The Concessionaire shall undertake the commercial use of Project Facilities and development of the Project and enter into Contractual Arrangements, if required, in this behalf in accordance with the provision of this Agreement.

5.21. Environment Management Plan

The Concessionaire shall comply with its obligations under the Environment Management Plan submitted by it to the Pollution Control Board, Government of Tamil Nadu / MoEFCC, GoI.

5.22. Marketing

Undertake marketing, public relations and brand building of the Project at its cost and expense.

5.23. Others

The Concessionaire shall:

(i) maintain requisite insurance in accordance with the provisions hereof;

(ii) provide all assistance to the Authority and the Independent Engineer as they may reasonably require for the performance of their duties and services under this Agreement;

(iii) be responsible for safety, soundness and durability of the Project including all structures forming part thereof and their compliance with the Specifications and Standards;

(iv) provide representatives of the Authority, including those concerned with safety, security or environmental protection, at reasonable time and upon reasonable notice, access to the Project Site to review progress of construction of the Project and the operations of the Project Facilities and to ascertain compliance with any of the requirements of the Agreement. Provided that any failure on the part of the Authority to inspect any works shall not, in relation to such works, (i) amount to any consent or approval of the

Authority or shall be deemed to be a waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the Concessionaire from its obligations or liabilities under this Agreement in respect of such work;

(v) provide or arrange at its cost during the Concession Period all requisite infrastructure including power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the construction of the Project, operation and maintenance of the Project Facilities and be in compliance to the requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practice;

For the avoidance of doubt, it is agreed that the Authority shall ensure infrastructure relating to Power, Water, and Approach Road, upto the Project Site boundary, not later than 3 (three) months prior to scheduled date of COD. Notwithstanding the same, the Concessionaire shall be responsible for:

(a) timely applying to the respective authorities for the connections and release of supply;
(b) remitting the needful charges to the respective authorities, as applicable;
(c) creating requisite infrastructure at its own cost for tapping and drawing connections from the respective utilities, within the Project Site including metering, etc.;
(d) making needful arrangements for power, water, etc. during the construction phase;
(e) the infrastructure services shall be subject to clause 6.8 (b), (c).

(vi) Hand over the Project /Project Assets/Project Facilities along with the Project Site, free from all Encumbrances and encroachments and in a good operable condition to the Authority or its nominated agency upon the Transfer Date.

5.24. Additional Obligations during the Construction Period

The Concessionaire shall:

(i) promptly implement the Project in accordance with the provisions of this Agreement, including the Project Implementation Schedule and the Specifications and Standards, the terms of Applicable Permits, the Applicable Laws and Good Industry Practice and achieve the Project Completion;

(ii) entrust responsibility for project management and construction to professionally competent Persons;

(iii) give priority to safety in its construction and planning activities in order to protect life, health, property and environment;

(iv) promptly carry out at its cost such further works as may be necessary to remove any defects or deficiencies observed by the Independent Engineer and ensure completion of the construction of the Project in all respects in accordance with the provisions of this Agreement;

(v) confine its activities to the Project Site and to any additional areas arranged by the Concessionaire at its cost and not encroach upon, damage or degrade adjacent land and be liable for all costs and consequences for its failure to do so;

(vi) commence Commercial Operations of the Project Facilities only upon issuance of the Completion Certificate and needful statutory / regulatory licences for the respective facilities;

(vii) Provide monthly progress reports of the Project in a format acceptable to the Authority.

5.25. Operations and Maintenance Obligations of the Concessionaire

The Concessionaire shall operate and maintain the Project Facilities at its cost and risk during the Operations Period in accordance with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Applicable Permits and Good Industry Practice and as set forth under **Article-17**, **Article-18**, **Article-19**, **Article-20 Article-21, Schedule-J and Schedule-K**.

5.26. Obligations relating to centralisation of revenue / billing systems

The Concessionaire, shall install, equip, operate and maintain an up-to-date fully automated and computerized revenue collection and billing system and terminals with appropriate centralized software package and linked to a single central server and provide complete and unrestricted access thereto at all times to the Authority or its authorized representative along with the requisite access codes, manuals and other requisites and a computer terminal to be manned by the Authority or its authorized representative, if so required by the Authority, so that the Authority may undertake or cause periodic and/or random review and monitoring of the Project Revenues as well as other income flows from the Project.

5.27. Obligations relating to Accounting Systems

5.27.1. The Concessionaire shall, maintain books of accounts in accordance with standard accounting practices and statutory requirements under the Applicable Laws recording all its receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, foreign exchange earnings from the Project in accordance with this Agreement, the Applicable Laws and Good Industry Practice.

5.27.2. The Concessionaire shall establish and maintain a daily and monthly data with annual reporting system to provide storage and ready retrieval of data related to the implementation and operation of the Project, including all such information which is necessary to verify costs and expenses incurred or revenues earned and to confirm the amount of Revenue and to confirm that the Concessionaire is in compliance with its obligations under this Agreement. The Concessionaire shall provide copies of such reports to the Authority within 30 (thirty) days of the end of each year.

5.28. Obligations pertaining to utilization of Grant *(Clause applicable and to be retained only in case the Concessionaire has sought Grant in the Bid)*

5.28.1. The Concessionaire shall utilize the Grant released by the Authority strictly and only for the purpose of construction of the MDO.

5.28.2. The Concessionaire shall maintain a dedicated sub-account within the Escrow Account for the purpose of receiving and utilizing the Grant. All payments to contractors, sub-contractors, and vendors for the MDO shall be made directly from this sub-account through electronic modes (RTGS/NEFT).

5.28.3. Any interest accrued on the Grant funds held in the Escrow Account shall be applied exclusively toward the construction of the MDO.

5.28.4. The Concessionaire shall provide Utilization Certificates certified by its Statutory Auditor within 30 (thirty) days of utilizing each instalment, which shall be a prerequisite for the release of any subsequent Grant instalments.

ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1. Obligations of the Authority

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

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

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide letters of recommendation, if required, to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project / Project Facilities;

(b) upon written request from the Concessionaire, provide letters of recommendation, to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on or about the Project Site by any Government Instrumentality or persons claiming through or under it, except for reasons of Safety Requirements, Emergency, national security, or law and order;

(d) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to plan User traffic to the Project / Project Site;

(e) assist the Concessionaire in procuring police assistance for regulation of Users and/or traffic, removal of trespassers and security on or at the Project / Project Site, if need be;

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

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

(h) upon written request from the Concessionaire and subject to the provisions of Clause 5.7, provide letters of recommendation to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Concessionaire or its Contractors their obligations under this Agreement and the Project Contracts.

(i) Provide timely approval to the Master Plan of the Project Site including the details of the MDO and the Other Permissible Facilities proposed to be developed, Project implementation plan, business plan (the **"Implementation Report/ Detailed Project Report"**) submitted by the Concessionaire, subject to the same being in compliance with the terms of this Concession Agreement.

(j) Confirm having obtained needful approvals for taking up the development of the Project on Project Site for the development of Project Facilities as per terms & conditions of this Agreement.

(k) Timely release the instalments of the Grant (if sought in the Bid), to the Concessionaire on submission of Bank Guarantee and needful request / utilization certificates from time to time.

6.2. Maintenance obligations prior to Appointed Date

Authority shall maintain the Project Site, at its own cost and expense, so that its condition is at no time materially inferior as compared to its condition 7 (seven) days prior to the Appointed date. For the avoidance of doubt, the Authority shall undertake as-is-where-is condition of the Project Site, and it shall protect the same from Encumbrances.

6.3. Obligations relating to Competing Facilities

6.3.1. The Authority hereby agrees and undertakes that throughout the initial Concession Period of 35 (thirty-five) years from the Appointed Date, neither the Authority nor the Government of Tamil Nadu (including any of its instrumentalities, corporations, special purpose vehicles, or other entities controlled by it) shall develop, construct, operate, or provide any form of financial or operational support to any Competing Facility within the district of Coimbatore.

6.3.2. For the purposes of this Agreement, "Competing Facility" shall mean any facility or complex intended to host international cricket matches with a capacity exceeding 15,000 persons.

6.3.3. The restriction in Clause 6.3.1 shall not apply to:

(a) Facilities that were already operational or for which construction had substantially commenced as of the date of this Agreement; and

(b) Any facility developed or supported after the expiry of the initial 35 (thirty-five) year Concession Period, regardless of whether the Concession has been extended for the Extended Term.

6.3.4. The Parties agree that any breach of this Clause 6.3 shall be deemed an Authority Default, and the Concessionaire shall be entitled to seek compensation for the resulting loss of revenue or, if such breach continues, to terminate this Agreement in accordance with the provisions of Article 32 (Termination).

6.4. Obligations related to Applicable Permits

6.4.1. The Authority shall, at the request of the Concessionaire, assist but without guarantees and/or without assuming any responsibility in that behalf and issue recommendatory letters to assist the Concessionaire in obtaining all the Applicable Permits from Government Authorities, authorisations to import equipment and materials required for the Project and immigration clearances, employment permits for any foreign personnel engaged or employed by the Concessionaire in connection with the implementation of the Project, including renewals thereof; provided that nothing contained in this provision shall relieve the Concessionaire of its obligations under this Agreement to obtain the Applicable Permits and of being in compliance with the requirements of the same, provided further that the Concessionaire (i) provides to the Authority all necessary relevant details and other information as may reasonably be required by the Authority and (ii) keeps the Applicable Permits in force and effect throughout the Concession Period;

6.4.2. Upon written request from the Concessionaire, provide letters of recommendation to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, sewerage, electricity and telecommunication facilities.

6.5. Obligations relating to refinancing

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government of India or the Reserve Bank of India, as the case may be, permit and enable the Concessionaire to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between

the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Concessionaire, but the repayment thereof shall be completed no later than 1 (one) year prior to expiry of the Concession Period.

6.6. Compliance with Laws and Regulations

The Authority shall ensure that the obligations under this Agreement shall be in accordance with the Applicable Laws.

6.7. Rights to Documents

6.7.1. Authority Documents

Documents and computer programs or copies thereof, if any, provided by the Authority to the Concessionaire, shall always remain the property of the Authority. Such documents, computer programs and/or copies shall not be used by the Concessionaire for the purposes other than for the Project. Such documents, computer programs and/or copies thereof shall, unless otherwise agreed upon by the Authority, be returned by the Concessionaire to the Authority on the Transfer Date.

6.7.2. Concessionaire Documents

Documents provided by the Concessionaire, for operation and/or maintenance of the Project Facilities shall be handed over by the Concessionaire to the Authority on the Transfer Date.

6.8. Others

In the event of any action or suit to prevent, prohibit or otherwise challenge the Project by any Government Authority, trade union, environmental group or any other Person or organization, which might reasonably be expected to materially and adversely affect the Project Assets / Project Facilities, the implementation of the Project or the enjoyment by the Concessionaire of its rights and benefits under the Concession Agreement granted herein, the Authority shall, if requested by the Concessionaire in writing, on a best effort basis, take such reasonable action as is available to it to challenge and to mitigate such effects.

ARTICLE 7: REPRESENTATION AND WARRANTIES

7.1. Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

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

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

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

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

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association for those of any member of the Concessionaire, (the Consortium Members and their Associates) or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

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

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

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

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and 5.3.2;

(l) {the selected bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(m) {the selected bidder/ each Consortium Member} is duly organised and validly existing under the laws of the jurisdiction of its incorporation or registration, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

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

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

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

(q) all information provided by the {selected bidder / Consortium Members} in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(r) all undertakings and obligations of the Concessionaire arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2. Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

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

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

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

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

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Government's ability to perform its obligations under this Agreement;

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

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

7.3. Disclosure

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

ARTICLE 8: DISCLAIMER

8.1. Disclaimer

8.1.1. The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic, access to the Project Site, applicable regulations, and all information provided by the Authority or obtained procured or gathered otherwise, conducted a legal due diligence and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

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

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

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

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

Part III
DEVELOPMENT & OPERATIONS

ARTICLE 9: PERFORMANCE SECURITY

9.1. Performance Security

The Concessionaire confirms that it has for the performance of its obligations hereunder, provided to the Authority, prior to the execution of this Agreement, within 45 (forty-five) days of issuance of the LOA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 20,00,00,000 (Rupees twenty crores only) in the form set forth in Schedule-F (the **"Performance Security"**).

Until the time the Performance Security was provided by the Concessionaire and the same came into effect, the Bid Security was in force and effect. Upon the provision and coming into effect of the Performance Security, the Authority has released the Bid Security to the Selected Bidder.

9.2. Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with **Article-32**. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with **Article-32**.

9.3. Release of Performance Security

The Performance Security shall remain in force and effect during the Construction Period from the date of this Agreement until 1 (one) year from the Date of COD. Provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement and/or has not submitted the prescribed Operations Performance Security. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Performance Security forthwith.

9.4. Operations Performance Security

The Parties expressly agree that at least [15 (fifteen)] days prior to release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for an amount equivalent to INR 7,00,00,000 (Indian Rupees seven crores) shall be deemed to be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire remaining Concession Period (the **"Operations Performance Security"**). The Operations Performance Security shall be unconditional and irrevocable Electronic Bank Guarantee which shall remain throughout the Concession Period. The Operations Performance Security shall be increased by fifteen percent (15%) at the end of every block of five (5) years during the remaining Concession Period.

9.5. Appropriation of Operations Performance Security

Upon any amounts becoming due and payable by the Concessionaire to the Authority under and in accordance with the terms of this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the amounts due and payable. For avoidance of doubt, the Parties expressly agree that upon the Operations Performance Security being appropriated, in whole or in part, it shall be deemed to be replenished to the extent of such appropriation.

9.6. Reference to Performance Security

References to the Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire and/or any amounts due and payable by the Concessionaire to the Authority under and in accordance with the provisions of this Agreement, and the amount so determined shall be appropriated from the Operations Performance Security, as the case may be.

ARTICLE 10: RIGHT OF WAY AND LAND PROVISIONS

10.1. The Project Site and Commercial Site

10.1.1. The Authority shall make available to the Concessionaire two distinct land parcels for implementation of the Concession:

(i) **Project Site:** A land parcel measuring approximately 20.18 (twenty point one eight) acres as more particularly described in Schedule-A1, for development of the Mandatory Development Obligations and Other Permissible Facilities.

(ii) **Commercial Site:** A land parcel measuring approximately 10.18 (ten point one eight) acres as more particularly described in Schedule-A2, for development of Commercial Facilities.

10.1.2. The Project Site shall be made available to the Concessionaire on license basis for the Concession Period of 35 (thirty-five) years commencing from the Appointed Date in accordance with this Agreement.

10.1.3. The Commercial Site shall be leased to the Concessionaire for a period of 60 (sixty) years on a nominal lease rent of Rs. 1,000/- (Rupee one thousand) per acre per annum commencing from the Appointed Date, in accordance with the Commercial Site Lease Deed set forth in Schedule-Q.

10.1.4. The lease for the Commercial Site shall be co-terminus with the Concession up to the end of the Concession Period of 35 years. After the expiry of the Concession Period of 35 years, the lease for the Commercial Site shall continue as per the terms of the Commercial Site Lease Deed for the balance term of 25 (twenty-five) years.

10.1.5. The Concessionaire acknowledges that the Authority has or will have necessary rights, title and interest in and over the Project Site and Commercial Site to grant the rights contemplated by this Agreement.

10.1.6. For the avoidance of doubt:

(i) The license for the Project Site is granted solely for the purposes of implementing the Project and performing the obligations of the Concessionaire under this Agreement, and shall not confer any ownership rights, title, or interest in the Project Site to the Concessionaire;

(ii) The lease for the Commercial Site confers leasehold rights for the specified term of 60 years and does not confer ownership rights, title, or interest in the Commercial Site to the Concessionaire.

10.2. License, Lease, Access and Right of Way

10.2.1. Subject to and in accordance with the provisions of this Agreement, the Authority shall:

(i) Grant to the Concessionaire, license, access and right of way in respect of the Project Site for the Concession Period of 35 years in accordance with this Agreement;

(ii) Grant to the Concessionaire, lease, access and right of way in respect of the Commercial Site for a period of 60 years in accordance with the Commercial Site Lease Deed; and

(iii) Permit the Concessionaire to use, occupy and enjoy the Project Site and Commercial Site for undertaking the Scope of the Project in accordance with the terms of this Agreement.

10.2.2. The Concessionaire shall have the exclusive right to use, occupy and enjoy the Project Site and Commercial Site during the respective terms of the license and lease, subject to:

(i) The terms and conditions of this Agreement;

(ii) The terms and conditions of this Agreement and Commercial Site Lease Deed;

(iii) Applicable Laws and Applicable Permits;

(iv) Development Control Regulations; and

(v) The rights of the Authority and other persons as expressly set forth in this Agreement.

10.2.3. The Concessionaire shall be entitled to access and egress to and from the Project Site and Commercial Site at all times for the purposes of undertaking the Scope of the Project, construction, operation, maintenance, and management of the Project Facilities.

10.2.4. The lease, access and right of way granted by this Agreement to the Concessionaire shall always be limited to undertaking the Project.

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

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

10.2.7. The Authority hereby confirms that the Project Site and the Commercial Site is vested in the Authority and that the competent authority has vested with the Authority the full powers to hold, and deal with the same consistent, inter alia, with the provisions of this Agreement, and that the Concessionaire shall, in respect of the Project Site and the Commercial Site, have no liability regarding any compensation payment on account of rehabilitation/ resettlement or claims of any Persons affected thereby.

10.3. Procurement of the Project Site and the Commercial Site

10.3.1. The Authority hereby represents and warrants that:

(i) It has valid and subsisting rights, title, and interest in the Project Site and Commercial Site sufficient to grant the license and lease contemplated under this Agreement;

(ii) The Project Site and Commercial Site are free from all Encumbrances, except as disclosed in Schedule-A1 and Schedule-A2 respectively;

(iii) There are no pending or threatened claims, disputes, or litigation affecting the Authority's rights, title, or interest in the Project Site and Commercial Site;

(iv) All necessary governmental approvals, sanctions, and clearances have been obtained for granting the license and lease of the Project Site and Commercial Site to the Concessionaire for the purposes contemplated under this Agreement.

10.3.2. The Authority shall, on or before the Appointed Date or such extended period as may be agreed between the Parties:

(i) Make available to the Concessionaire the Project Site free from all Encumbrances and in vacant and peaceful possession;

(ii) Make available to the Concessionaire the Commercial Site free from all Encumbrances and in vacant and peaceful possession; and

(iii) Execute and deliver to the Concessionaire the Commercial Site Lease Deed substantially in the form set forth in Schedule-Q.

10.3.3. In the event the Authority is unable to make available either the Project Site or the Commercial Site, or both, by the date specified in Clause 10.3.2, the Authority shall pay Damages to the Concessionaire in accordance with Article 4.2 (Damages for delay by the Authority).

10.3.4. The Concessionaire shall, upon receipt of possession of the Project Site and Commercial Site, conduct a joint survey and demarcation of the boundaries in the presence of representatives of the Authority and prepare a Joint Possession Report within 15 (fifteen) days, which shall be signed by both Parties.

10.4. Project Site and Commercial Site to be free from Encumbrances

10.4.1. The Authority represents and warrants that the Project Site and Commercial Site made available to the Concessionaire shall be free from all Encumbrances, including but not limited to:

(i) Mortgages, charges, liens, or security interests;

(ii) Tenancies, licenses, or rights of occupation by third parties;

(iii) Easements or rights of way (except as disclosed);

(iv) Claims, disputes, or litigation;

(v) Statutory restrictions or prohibitions on use or development (except applicable Development Control Regulations and zoning restrictions disclosed to the Concessionaire).

10.4.2. In the event any Encumbrance is discovered on the Project Site or Commercial Site after the date of grant of possession to the Concessionaire, the Authority shall:

(i) Immediately upon becoming aware of such Encumbrance, notify the Concessionaire in writing;

(ii) Take all necessary steps to remove or discharge such Encumbrance at the sole cost and expense of the Authority within 90 (ninety) days of discovery or such extended period as may be reasonable in the circumstances;

(iii) Compensate the Concessionaire for any loss, damage, cost, or expense incurred by the Concessionaire on account of such Encumbrance, including any delay in implementation of the Project caused thereby.

10.4.3. If any such Encumbrance materially and adversely affects the Concessionaire's ability to implement the Project or any substantial part thereof, and the Authority is unable to remove such Encumbrance within a reasonable period not exceeding 180 (one hundred eighty) days, the Concessionaire shall be entitled to terminate this Agreement in accordance with Article 32.2 (Termination for Authority Default).

10.5. Protection of Project Site and the Commercial Site from Encumbrances

10.5.1. The Authority undertakes that during the Concession Period and the term of the Commercial Site lease, it shall not:

(i) Create, permit, or suffer to be created any Encumbrance on the Project Site or Commercial Site that would materially and adversely affect the rights of the Concessionaire under this Agreement or the license/lease deeds;

(ii) Transfer, convey, assign, or otherwise deal with the Project Site or Commercial Site in any manner that would prejudice the rights of the Concessionaire;

(iii) Grant any license, lease, or right of occupation to any third party in respect of the Project Site or Commercial Site;

(iv) Interfere with or obstruct the Concessionaire's peaceful possession, use, and enjoyment of the Project Site and Commercial Site.

10.5.2. The Concessionaire shall not, without prior written consent of the Authority:

(i) Create any Encumbrance on the Project Site or its rights under the Site License Deed, except as permitted under Article 35 (Assignment and Charges) in favor of the Concessionaire's Senior Lenders;

(ii) Create any Encumbrance on the Commercial Site or its leasehold rights under the Commercial Site Lease Deed, except as permitted under Article 35 (Assignment and Charges) in favor of the Concessionaire's Senior Lenders;

(iii) Part with possession of the Project Site or Commercial Site or any part thereof, except by way of sub-license or sub-lease in accordance with Clause 10.10;

(iv) Transfer, assign, or convey any rights in the Project Site or Commercial Site except as expressly permitted under this Agreement.

10.5.3. Any Encumbrance created by the Concessionaire in contravention of this Clause 10.5 shall be void and of no effect, and shall constitute a Concessionaire Default under Article 32.1.

10.6. Special/temporary right of way

10.6.1. The Concessionaire may, for the purposes of construction, operation, and maintenance of the Project, require temporary rights of way, easements, or land outside the Project Site and Commercial Site for:

(i) Construction activities, including storage of materials and equipment, labour camps, site offices;

(ii) Laying of utilities including water pipelines, sewerage lines, electrical cables, telecommunication cables;

(iii) Access roads and temporary diversions;

(iv) Any other purposes connected with or incidental to the Project.

10.6.2. The Concessionaire shall be responsible for identifying, acquiring, and obtaining all such temporary rights of way, easements, or land at its own cost and expense.

10.6.3. The Authority shall, upon request from the Concessionaire, for acquisition of such temporary rights, :

(i) Provide introductions with relevant governmental authorities and land owners;

(ii) Issue support letters or recommendations where appropriate;

(iii) Provide letters of recommendation for grant of necessary permissions and approvals.

10.6.4. All temporary rights of way or land acquired by the Concessionaire shall be restored to the original condition at the Concessionaire's cost upon completion of the purpose for which such rights or land were acquired, unless otherwise agreed with the owner or authority concerned.

10.7. Access to the Authority and Independent Engineer

10.7.1. The Authority and the Independent Engineer, and their respective authorized representatives, consultants, and advisors, shall have the right to access and inspect the Project Site and Commercial Site at all reasonable times during the Concession Period and the term of the Commercial Site lease, for the purposes of:

(i) Monitoring compliance with the provisions of this Agreement;

(ii) Conducting inspections, tests, and audits as provided in this Agreement;

(iii) Verifying construction progress and quality of works;

(iv) Ensuring compliance with Safety Requirements, Specifications and Standards, and Applicable Laws;

(v) Investigating accidents, incidents, or emergencies;

(vi) Exercising any other rights or performing any other obligations under this Agreement.

10.7.2. The Authority and Independent Engineer shall provide prior notice to the Concessionaire before accessing the Project Site or Commercial Site, except in cases of emergency or where prior notice would defeat the purpose of inspection.

10.7.3. Such access shall be exercised in a manner that does not unreasonably interfere with or disrupt the construction, operation, or maintenance activities of the Concessionaire.

10.7.4. The Concessionaire shall provide all reasonable cooperation and assistance to the Authority and Independent Engineer in exercising their rights of access, including providing access to records, documents, personnel, and facilities as may be required.

10.7.5. The Authority and Independent Engineer shall comply with all safety and security procedures established by the Concessionaire for access to and activities within the Project Site and Commercial Site.

10.8. Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the licence or lease granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Project Site or the Commercial Site shall vest in and belong to the Authority or the

concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

10.9. Information about Project Site and the Commercial Site

10.9.1. The information about the Project Site and the Commercial Site set out in the RFP, is provided by the Authority to the Concessionaire in good faith and with due regard to the matters for which such information is required by the Concessionaire. The Authority agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Project Site and the Commercial Site, which the Authority may now possess or may hereafter come to possess. Subject to this, the Authority makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Project Site or the Commercial Site, and the Concessionaire shall accept the Project Site and the Commercial Site on an "as is where is basis".

10.9.2. The Concessionaire acknowledges that before entering into this Agreement, it has had sufficient opportunity to investigate the Project Site and the Commercial Site, and

(i) accepts full responsibility for its condition (including but not limited to its geological condition, any toxic contamination, the adequacy of the connectivity options, access and approach to the Project Site and the Commercial Site and the availability or unavailability of adequate supplies of water, power or any other resources); and

(ii) agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or financial compensation by reason of the unsuitability of the Project Site or the Commercial Site or for any other reason pertaining to the Project Site or the Commercial Site.

10.10. Lease / Sub-Lease/ License/ Sub- license

10.10.1. Sub-Licensing of Project Site:

(i) The Concessionaire shall not sub-license the Project Site or any part thereof without the prior written consent of the Authority, provided that the Concessionaire may, without such consent, grant temporary licenses or permits for specific areas within the Project Site for the following purposes:

a) Food and beverage outlets, retail kiosks, and concession stands within the International Cricket Stadium;

b) Sports retail facilities and merchandise shops forming part of Other Permissible Facilities;

c) Banquet halls and associated facilities forming part of Other Permissible Facilities;

d) Equipment storage and service areas;

e) Temporary event-related licenses for specific match days or events.

(ii) Any sub-license granted by the Concessionaire shall:

a) Be for a term not exceeding the remaining term of the Concession Period;

b) Be consistent with and subject to the terms of this Agreement and the Site License Deed;

c) Not relieve the Concessionaire of any of its obligations under this Agreement;

d) Terminate automatically upon expiry or termination of this Agreement.

(iii) The Concessionaire shall remain responsible and liable for all acts, omissions, and defaults of its sub-licensees as if such acts, omissions, or defaults were those of the Concessionaire.

10.10.2. Sub-Leasing of Commercial Site:

(i) The Concessionaire shall not sub-lease the land comprising the Commercial Site; however, it may sublease built-up area within the Commercial Facilities, subject to the lease deed.

(ii) The Concessionaire may grant sub-leases for:

a) Commercial offices to corporate tenants;

b) Retail spaces to retail operators;

c) Hotel or serviced apartment components to hotel operators;

d) Any combination of the above or other permitted commercial uses.

(iii) Any sub-lease granted by the Concessionaire shall:

a) Be for a term not exceeding the remaining term of the 60-year lease period;

b) Be consistent with and subject to the terms of this Agreement and the Commercial Site Lease Deed;

c) Not relieve the Concessionaire of any of its obligations under this Agreement with respect to the Commercial Site;

d) Contain provisions ensuring continuity and rights of sub-lessees in the event of termination of the head lease.

(iv) The Concessionaire shall provide to the Authority copies of all sub-lease agreements pertaining to the Commercial Site within 30 (thirty) days of execution thereof.

(v) The Concessionaire shall remain responsible and liable for all acts, omissions, and defaults of its sub-lessees as if such acts, omissions, or defaults were those of the Concessionaire, to the extent they relate to the Concessionaire's obligations under this Agreement.

10.10.3. General Provisions:

(i) No sub-license or sub-lease shall create any direct contractual relationship between the Authority and any sub-licensee or sub-lessee.

(ii) The grant of any sub-license or sub-lease shall not constitute a waiver of any of the Concessionaire's obligations under this Agreement.

(iii) The Concessionaire shall ensure that all sub-licenses and sub-leases contain provisions requiring sub-licensees and sub-lessees to comply with all applicable Safety Requirements, Specifications and Standards, and Applicable Laws.

10.11. Commercial Site Lease Deed

10.11.1. Prior to the Appointed Date and no later than 180 (one hundred and eighty) days of execution of this Agreement, the Authority and the Concessionaire shall execute the Commercial Site Lease Deed substantially in the form set forth in Schedule-Q, providing for:

(i) Lease of the Commercial Site for a period of 60 (sixty) years commencing from the Appointed Date as set forth in this Agreement;

(ii) Nominal lease rent of Rs. 1,000/- (Rupee one thousand only) per acre per annum throughout the 60-year lease period, payable annually within 30 days of each anniversary of the lease commencement date;

(iii) Rights and obligations of the Concessionaire for development of Commercial Facilities on the Commercial Site;

(iv) Condition that the lease shall be co-terminus with the Concession up to the end of the Concession Period of 35 years, and shall continue thereafter for the balance term of 25 (twenty-five) years;

(v) Rights of the Concessionaire to mortgage, charge, or otherwise deal with its leasehold interest only to Senior Lenders for financing the project, subject to the terms of this Agreement and the Commercial Site Lease Deed;

(vi) Obligations regarding development, maintenance, and use of the Commercial Site;

(vii) Default and termination provisions;

(viii) Provisions for hand-back of the Commercial Site to the Authority at the expiry of the 60-year lease term;

(ix) Such other terms and conditions as may be necessary for giving effect to the provisions of this Agreement relating to the Commercial Site.

10.11.2. The Concessionaire shall be solely responsible for obtaining all necessary approvals, permits, licenses, and clearances required for development of Commercial Facilities on the Commercial Site in accordance with Applicable Laws and Development Control Regulations.

10.11.3. The development of Commercial Facilities shall be independent of the Mandatory Development Obligations and Other Permissible Facilities, and shall not be a condition precedent for achievement of MDO Completion Date or commencement of commercial operations of the International Cricket Stadium.

10.11.4. Notwithstanding the expiry or termination of this Agreement upon completion of the Concession Period of 35 years, the Commercial Site Lease Deed shall continue in full force and effect for the balance term of the 60-year lease period in accordance with its terms, unless:

(i) The Commercial Site Lease Deed is separately terminated in accordance with its terms for breach or default by the Concessionaire; or

(ii) The Concessionaire voluntarily surrenders the Commercial Site lease with the consent of the Authority.

10.11.5. Upon expiry of the 60-year lease period, the Concessionaire shall:

(i) Hand over the Commercial Site and all Commercial Facilities developed thereon to the Authority;

(ii) Transfer all rights, title, and interest in the Commercial Facilities to the Authority at no cost to the Authority;

(iii) Ensure that the Commercial Site and Commercial Facilities are handed over free from all Encumbrances and in good and operable condition, subject to normal wear and tear.

10.12. Contractual Arrangements

10.12.1. Integration of Lease Deed:

(i) The Commercial Site Lease Deed (Schedule S) shall form an integral part of this Agreement and shall be read and construed together with this Agreement.

(ii) In the event of any conflict or inconsistency between:

a) The provisions of this Agreement and the Commercial Site Lease Deed, the provisions of this Agreement shall prevail;

b) The Commercial Site Lease Deed (in relation to matters affecting both sites), the specific provisions relating to the relevant site shall apply.

10.12.2. Registration:

(i) The Commercial Site Lease Deed shall be executed on non-judicial stamp paper of appropriate value in accordance with the Indian Stamp Act, 1899 and the Tamil Nadu Stamp Rules.

(ii) The Commercial Site Lease Deed, being a lease for a period exceeding one year, shall be compulsorily registered under the Registration Act, 1908 at the office of the Sub-Registrar having jurisdiction over the Commercial Site.

(iii) The costs of stamp duty and registration charges for both the Concession Agreement and Commercial Site Lease Deed shall be borne exclusively by the Concessionaire.

(iv) The Concessionaire shall be responsible for preparing the draft deeds and coordinating the execution and registration process.

10.12.3. Certified Copies:

Upon execution and registration of the Commercial Site Lease Deed, each Party shall be entitled to receive two certified true copies of the registered Commercial Site Lease Deed.

10.12.4. Amendments:

Any amendments or modifications to the Commercial Site Lease Deed shall be made only:

(i) With the mutual written consent of both Parties;

(ii) In accordance with the amendment provisions of this Agreement;

(iii) By way of supplementary deed or addendum duly executed and registered (where applicable).

10.12.5. Priority:

For the purposes of interpretation and implementation, the following order of priority shall apply in the event of any conflict or inconsistency:

(i) This Concession Agreement;

(ii) Commercial Site Lease Deed (for matters specifically relating to lease terms);

(iii) Schedules to this Agreement.

10.13. Quiet Enjoyment

10.13.1. The Authority hereby covenants with the Concessionaire that:

(i) The Concessionaire shall have peaceful and uninterrupted possession, use, and enjoyment of the Project Site throughout the Concession Period of 35 years, subject to the terms of this Agreement;

(ii) The Concessionaire shall have peaceful and uninterrupted possession, use, and enjoyment of the Commercial Site throughout the lease period of 60 years, subject to the terms of this Agreement and the Commercial Site Lease Deed;

(iii) The Authority shall not interfere with or disturb the Concessionaire's possession, use, and enjoyment of the Project Site and Commercial Site, except as expressly provided in this Agreement;

(iv) The Authority shall defend and protect the Concessionaire's possession against all claims, demands, or interference by third parties.

10.13.2. This covenant of quiet enjoyment shall be subject to:

(i) The Concessionaire's compliance with the terms and conditions of this Agreement and the lease deed;

(ii) The rights of the Authority and Independent Engineer to inspect, monitor, and access the sites as provided in this Agreement;

(iii) Applicable Laws and orders of governmental authorities;

(iv) The rights of the Authority to terminate this Agreement in accordance with its terms.

10.14. Taxes and Charges

10.14.1. All property taxes, municipal taxes, rates, and charges (excluding land revenue, if any) in respect of the Project Site and Commercial Site shall be borne and paid by the Concessionaire during the respective periods of license and lease.

10.14.2. All transfer duties, stamp duties, and registration charges in connection with the grant of the concession/ license for the Project Site and lease for the Commercial Site shall be borne exclusively by the Concessionaire.

10.14.3. All transfer duties, stamp duties, and registration charges in connection with sub-leases, mortgages, or other dealings by the Concessionaire in respect of the Project Site or Commercial Site shall be borne by the Concessionaire.

10.14.4. Each Party shall be responsible for taxes on its own income arising from or in connection with this Agreement.

10.15. Use of Land During Construction Period

10.15.1. During the Construction Period, the Concessionaire shall be entitled to:

(i) Use the Project Site and Commercial Site for all construction-related activities, including:

a) Construction of permanent structures and facilities;
b) Establishment of temporary construction facilities, including site offices, labour camps, storage areas, workshops;
c) Stockpiling of construction materials and equipment;
d) Operation of construction equipment and machinery;
e) Any other activities necessary or incidental to the construction of the Project.

(ii) Modify, alter, or change the topography, contours, and configuration of the Project Site and Commercial Site as may be necessary for implementation of the Project, subject to:

a) Compliance with Applicable Laws and Applicable Permits;
b) Approved Master Plans, DPR, and Drawings;
c) Good Industry Practice;
d) Environmental and safety requirements.

10.15.2. The Concessionaire shall ensure that all construction activities are carried out in a safe manner and in compliance with all Safety Requirements, environmental regulations, and Applicable Laws.

10.15.3. The Concessionaire shall be responsible for obtaining all necessary construction permits, environmental clearances, and other approvals required for construction activities on the Project Site and Commercial Site.

10.16. Utilities and Services

10.16.1. The Concessionaire shall be responsible for obtaining, at its own cost and expense, all utilities and services required for the Project Site and Commercial Site, including:

(i) Electrical power supply and distribution;

(ii) Water supply and sewerage connections;

(iii) Telecommunication services and internet connectivity;

(iv) Gas supply (if required);

(v) Any other utilities or services necessary for construction, operation, and maintenance of the Project.

10.16.2. The Authority shall provide letters of recommendation to the Concessionaire in obtaining requisite approvals and connections from utility service providers,relevant governmental departments and agencies.

10.16.3. All charges, fees, deposits, and costs associated with obtaining and consuming utilities and services shall be borne by the Concessionaire.

10.16.4. The Concessionaire may, subject to Applicable Laws and obtaining necessary approvals:

(i) Establish its own captive power generation facilities, including diesel generators, solar power systems, or other renewable energy sources;

(ii) Establish its own water treatment and recycling arrangements, including water treatment plants, rainwater harvesting systems;

(iii) Establish its own sewage treatment plants and waste management facilities.

10.17. Disclaimer Regarding Land

10.17.1. Notwithstanding anything contained in this Article 10 or elsewhere in this Agreement, the Authority makes no representation or warranty, express or implied, regarding:

(i) The suitability of the Project Site or Commercial Site for the purposes of the Project;

(ii) The availability or sufficiency of utilities and services in the vicinity of the sites;

(iii) The nature, condition, or composition of the soil or sub-soil;

(iv) The presence or absence of underground utilities, structures, or obstructions;

(v) Environmental conditions or contamination;

(vi) Compliance of existing structures or conditions (if any) with Applicable Laws.

10.17.2. The Concessionaire acknowledges and agrees that:

(i) It has conducted its own due diligence, inspections, investigations, and assessments of the Project Site and Commercial Site;

(ii) It has satisfied itself regarding the suitability of the sites for the Project;

(iii) It accepts all risks associated with the condition and suitability of the sites;

(iv) It shall not make any claim against the Authority on account of any unsuitability or adverse condition of the sites.

10.17.3. The Authority's obligations under this Article 10 are limited to:

(i) Providing possession of the sites free from Encumbrances;

(ii) Defending the Concessionaire's possession against third-party claims;

(iii) Providing such assistance and support as expressly set forth in this Agreement

ARTICLE 11: UTILITIES AND ROADS

11.1. Existing Utilities and Roads

The Concessionaire acknowledges that it has examined the existing utilities and roads and satisfied itself as to their condition and adequacy for the purposes of the Project prior to the Appointed Date.

11.2. Shifting of obstructing utilities

11.2.1. If any existing utility located on, under, over, across or along the Project Site or Commercial Site obstructs the development or operation of the Project, the Authority shall, at the request of the Concessionaire and at the cost and expense of the Concessionaire, procure the shifting, alteration, re-laying, diversion or closure of such utility within **90 (ninety) days** of receipt of such request, or such longer period as may be mutually agreed.

11.2.2. The cost and expenses of shifting, alteration, re-laying, diversion or closure of utilities under this Clause 11.2 shall be borne by the Concessionaire and shall form part of the Total Project Cost.

11.3. New utilities

11.3.1. Subject to Applicable Laws, the Concessionaire shall be entitled to:

(i) procure new utility connections and services (electricity, water, sewage, telecommunications, gas, etc.) required for development and operation of Project Facilities on the Project Site and Commercial Site; and

(ii) construct, lay, install, operate and maintain new utilities and utility infrastructure within the Project Site and Commercial Site for the purposes of the Project.

11.3.2. The Concessionaire shall:

(i) obtain all necessary Applicable Permits for new utility connections and infrastructure;

(ii) bear all costs and expenses associated with procurement, construction, installation and maintenance of new utilities;

(iii) ensure that all new utility infrastructure complies with Applicable Laws, Specifications and Standards, and Good Industry Practice; and

(iv) not interfere with or cause damage to existing utilities serving adjacent properties or public infrastructure.

11.3.3. The Authority shall provide letters of recommendation to the Concessionaire in obtaining Applicable Permits for new utility connections, including issuance of No Objection Certificates where required.

11.4. Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction, operation or maintenance of the Project. The cost of such felling shall be borne by the Concessionaire, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall

be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.

11.5. Roads and Access Infrastructure

11.5.1. The Concessionaire shall have the right to:

(i) construct, upgrade, operate and maintain internal roads, pathways, ramps, driveways, and access infrastructure within the Project Site and Commercial Site as required for the Project;

(ii) provide vehicular and pedestrian access from public roads to the Project Site and Commercial Site; and

(iii) install signage, traffic control systems, and parking management infrastructure.

11.5.2. The Concessionaire shall ensure that:

(i) all internal roads and access infrastructure conform to Applicable Laws, Development Control Regulations, and Good Industry Practice;

(ii) adequate access is provided for emergency vehicles (fire tenders, ambulances) at all times;

(iii) traffic management systems prevent congestion and ensure smooth flow during events;

(iv) parking facilities comply with applicable norms and standards.

11.6. Utility Corridors and Easements

11.6.1. The Concessionaire may create utility corridors and easements within the Project Site and Commercial Site for:

(i) electricity transmission and distribution lines;

(ii) water supply and sewerage pipelines;

(iii) telecommunications and data cables;

(iv) drainage and stormwater management systems; and

(v) any other utilities required for the Project.

11.6.2. All utility corridors and easements shall be:

(i) clearly demarcated and documented;

(ii) maintained in accordance with Good Industry Practice;

(iii) subject to Applicable Permits and Applicable Laws; and

(iv) handed back to the Authority (for Project Site only) upon expiry/termination in good condition.

11.7. Coordination with Utility Agencies

11.7.1. The Concessionaire shall coordinate with all utility service providers (electricity boards, water boards, telecom operators, etc.) for:

(i) shifting of existing utilities;

(ii) new connections and services; and

(iii) maintenance and repairs during the Concession Period.

11.7.2. The Authority shall facilitate coordination between the Concessionaire and utility agencies by:

(i) issuing necessary NOCs and introductions; and

(ii) arranging joint inspections where required

11.8. Temporary Facilities

11.8.1. The Concessionaire may establish temporary utilities and facilities during the Construction Period, including:

(i) construction power and water connections;

(ii) temporary roads and access;

(iii) construction camps and storage yards;

(iv) batching plants and material storage; and

(v) temporary drainage and sanitation facilities.

11.8.2. All temporary facilities shall be:

(i) removed upon completion of construction;

(ii) sites restored to original condition; and

(iii) handed over free from debris and contamination.

11.9. Maintenance of Utilities

During the Concession Period, the Concessionaire shall:

(i) maintain all utilities serving the Project Site and Commercial Site in good working condition;

(ii) promptly repair any damage to utilities caused by the Concessionaire's operations;

(iii) ensure uninterrupted supply of essential services (power, water, sanitation) to Project Facilities; and

(iv) comply with all maintenance standards specified in Schedule-J (Maintenance Requirements).

11.10. Damage to Third Party Utilities

In case of damage to existing utilities serving third parties (adjacent properties, public infrastructure) due to Concessionaire's activities, the Concessionaire shall:

(i) immediately notify affected parties and relevant authorities;

(ii) promptly arrange for repairs at its own cost;

(iii) bear all costs of restoration and compensation; and

(iv) indemnify the Authority against third party claims.

11.11. Storm Water Drainage

The Concessionaire shall design, construct, and maintain comprehensive storm water drainage systems for both Project Site and Commercial Site, including:

(i) adequate drainage capacity for peak rainfall events;

(ii) silt traps and sedimentation basins;

(iii) connection to municipal drainage systems (where permitted); and

(iv) rainwater harvesting facilities as per Applicable Laws.

11.12. Power Supply Reliability

The Concessionaire shall ensure reliable power supply to critical Project Facilities (stadium lighting, scoreboards, emergency systems, etc.) through:

(i) adequate transformer capacity and backup systems;

(ii) standby generators for essential services;

(iii) Uninterrupted Power Supply (UPS) for critical equipment; and

(iv) compliance with electricity board regulations.

11.13. Hand-back of Utilities

Upon expiry of the Concession Period or termination of this Agreement:

(i) **Project Site:** The Concessionaire shall hand back all utilities serving the Project Site to the Authority in good working condition, free from Encumbrances, together with:

  (a) as-built drawings of all utility infrastructure;

  (b) operation and maintenance manuals;

  (c) spare parts inventory; and

  (d) transfer of all service connections and agreements.

(ii) **Commercial Site:** Utilities serving Commercial Facilities shall continue under the Concessionaire's responsibility as per the Commercial Site lease terms.

ARTICLE 12: IMPLEMENTATION OF THE PROJECT

12.1. Obligations prior to commencement of construction

12.1.1. The Concessionaire shall, within such period as may be specified in this Agreement or as otherwise agreed with the Authority, and in any case prior to commencement of Construction Works on the Project Site or the Commercial Site:

(i) achieve Financial Close in accordance with Article 22;

(ii) obtain all Applicable Permits required for commencement of construction on the Project Site and Commercial Site, to the extent such permits are a condition precedent to commencement of works;

(iii) submit to the Authority, for its review, the Master Plan for the Project Site and the Commercial Site in accordance with Clauses 12.2 and 12.3; and

(iv) mobilise necessary resources, personnel, plant, machinery and equipment for undertaking the Construction Works.

12.1.2. The Concessionaire shall not commence any Construction Works on the Project Site or Commercial Site unless and until:

(i) the Master Plan for the Project Site and the Commercial Site has been submitted in accordance with Clauses 12.2 and 12.3; and

(ii) the Applicable Permits required for commencement of such works have been obtained.

12.1.3. The Concessionaire shall ensure that all designs, drawings and Construction Works are in conformity with the Specifications and Standards, the Master Plan, Applicable Laws and Applicable Permits.

12.2. Master Plan for the Project Site

12.2.1. Not later than 60 (forty five) days from the Execution Date, or such extended period as the Authority may permit, the Concessionaire shall submit to the Authority and the Independent Engineer, for their review, a detailed Master Plan for the Project Site showing:

(i) the location, footprint and layout of all Mandatory Development Obligations, including the International Cricket Stadium, Club House, Parking Facilities and associated infrastructure;

(ii) the proposed location and general layout of any Other Permissible Facilities which the Concessionaire intends to develop, to the extent identified at that stage;

(iii) circulation plans including internal roads, pedestrian paths, emergency access, ingress and egress points;

(iv) utility corridors and locations for key infrastructure (power sub-stations, water supply, sewage treatment, storm water drainage, telecom, etc.);

(v) landscaping, open spaces and ancillary facilities; and

(vi) phasing of construction of the MDO and, where applicable, of any identified OPF.

12.2.2. The Authority and the Independent Engineer shall review the Master Plan for the Project Site within 15 (fifteen) days of receipt and may communicate their comments, observations and reasonable requirements for modification.

12.2.3. The Concessionaire shall take into account the comments, observations and reasonable requirements of the Authority and the Independent Engineer and shall submit a revised Master Plan for the Project Site within 15 (fifteen) days of receipt of such comments.

12.2.4. The Master Plan for the Project Site shall be deemed accepted if the Authority does not communicate any comments within the period specified in Clause 12.2.2, or upon written confirmation of acceptance by the Authority, whichever is earlier.

12.2.5. The Concessionaire shall not make any material modification to the Master Plan for the Project Site, once accepted, without prior written approval of the Authority, except where such modifications are:

(i) required to comply with Applicable Laws, Applicable Permits or directions of any Government Instrumentality; or

(ii) necessary for reasons of safety or structural integrity, as certified by the Independent Engineer.

12.3. Master Plan for the Commercial Site

12.3.1. Within 90 (ninety) days from the Execution Date, or such extended period as the Authority may permit, the Concessionaire shall prepare and submit to the Authority and the Independent Engineer, for their review, a Master Plan for the Commercial Site showing:

(i) the overall concept, land use, layout and configuration of the Commercial Facilities proposed to be developed on the Commercial Site;

(ii) the broad phasing and sequencing of development of the Commercial Facilities;

(iii) the circulation plan for vehicles and pedestrians, parking, loading/unloading bays and emergency access;

(iv) the proposed locations of all utility infrastructure required to serve the Commercial Facilities and their integration with public utility networks; and

(v) compliance with the Development Control Regulations applicable to the Commercial Site and Applicable Laws.

12.3.2. The Authority and the Independent Engineer shall review the Master Plan for the Commercial Site within 15 (fifteen) days of receipt and may communicate their comments, observations and reasonable requirements for modification.

12.3.3. The Concessionaire shall take into account the comments, observations and reasonable requirements of the Authority and the Independent Engineer and shall submit a revised Master Plan for the Commercial Site within 15 (fifteen) days of receipt of such comments.

12.3.4. The Master Plan for the Commercial Site shall be deemed accepted if the Authority does not communicate any comments within the period specified in Clause 12.3.2, or upon written confirmation of acceptance by the Authority, whichever is earlier.

12.3.5. Subject to the provisions of this Agreement, the Concessionaire shall have the right to determine, at its discretion, the detailed phasing, sequencing and internal scheduling of construction of the Commercial Facilities, provided that:

(i) all Commercial Facilities are fully developed and ready for commercial operation within 10 (ten) years from the Appointed Date; and

(ii) the phasing and detailed scheduling remains consistent with the accepted Master Plan for the Commercial Site and Applicable Laws.

12.3.6. The Concessionaire shall not make any material modification to the Master Plan for the Commercial Site, once accepted, without prior written approval of the Authority, except where such modifications are required to comply with Applicable Laws, Applicable Permits or directions of any Government Instrumentality.

12.4. Detailed Project Report and Drawings

12.4.1. Following acceptance of the Master Plan for the Project Site, the Concessionaire shall prepare and submit to the Independent Engineer, with a copy to the Authority, a Detailed Project Report (DPR) and detailed designs and drawings for the Mandatory Development Obligations and, where applicable, for any OPF proposed to be implemented in the initial phase, in accordance with Schedule-G.

12.4.2. The DPR and designs shall, at a minimum, set out:

(i) detailed architectural, structural, MEP and services designs for the International Cricket Stadium, Club House, Parking Facilities and associated infrastructure;

(ii) compliance statements demonstrating conformity with the Specifications and Standards, BCCI/ICC requirements for international cricket venues, and Applicable Laws;

(iii) construction methodology and technology to be adopted;

(iv) detailed construction schedule for the MDO in accordance with Schedule-G; and

(v) quality assurance and quality control plan.

12.4.3. The Independent Engineer shall review the DPR and designs within the period specified in Schedule-E and may issue comments or require reasonable modifications. The Concessionaire shall consider such comments in good faith and submit revised designs, if required.

12.4.4. The Concessionaire shall be solely responsible for the adequacy, correctness and safety of the DPR and all designs and drawings, notwithstanding any review, comments or approval by the Authority or the Independent Engineer.

12.5. Development of Mandatory Development Obligations

12.5.1. The Concessionaire shall, at its own cost and risk, undertake and complete the development of the Mandatory Development Obligations on the Project Site in accordance with:

(i) the Scope of the Project set out in Article 2;

(ii) the Specifications and Standards set out in Schedule-C;

(iii) the Master Plan for the Project Site;

(iv) the DPR and accepted designs;

(v) the Project Completion Schedule set out in Schedule-E; and

(vi) the provisions of this Agreement.

12.5.2. The Concessionaire shall ensure that all Mandatory Development Obligations are fully completed, tested and commissioned, and that the MDO Completion Certificate is obtained, within the Construction Period of 5 (five) years from the Appointed Date or within such extended period as may be permitted in accordance with this Agreement.

12.5.3. The Concessionaire shall obtain, at its cost, all approvals, certifications and clearances required from BCCI, ICC (if applicable), the State Cricket Association and other relevant bodies to enable the International Cricket Stadium to host domestic and international cricket matches, and shall ensure that the design and execution of works are consistent with such requirements.

12.5.4. The Concessionaire shall give not less than 30 (thirty) days' prior written notice to the Independent Engineer of the date on which it intends to commence Tests for the purposes of issuance of the MDO Completion Certificate in accordance with Article 14.

12.6. Development of Other Permissible Facilities

12.6.1. The Concessionaire may, at its sole discretion, plan, phase, construct and commission the Other Permissible Facilities on the Project Site at any time during the Concession Period, subject to:

(i) compliance with the Master Plan for the Project Site;

(ii) compliance with Applicable Laws, Applicable Permits and Development Control Regulations;

(iii) prior review of the relevant designs by the Independent Engineer where such facilities interface with the Mandatory Development Obligations or may affect safety or structural integrity; and

(iv) that such development does not adversely affect the construction schedule, quality or operation of the Mandatory Development Obligations.

12.6.2. For the avoidance of doubt, the development of Other Permissible Facilities shall not be a condition precedent for achievement of the MDO Completion Date or for entry into commercial operation of the International Cricket Stadium.

12.7. Development of Commercial Facilities on the Commercial Site

12.7.1. The Concessionaire shall have the right to plan, phase, construct and commission the Commercial Facilities on the Commercial Site at its discretion, subject to:

(i) the accepted Master Plan for the Commercial Site;

(ii) Applicable Laws, Applicable Permits and Development Control Regulations;

(iii) the terms and conditions of the Commercial Site lease; and

(iv) Good Industry Practice for commercial real estate development.

12.7.2. Notwithstanding the flexibility granted under Clause 12.7.1, the Concessionaire shall ensure that the entire development of the Commercial Facilities proposed under the accepted Master Plan for the Commercial Site is fully completed, tested and ready for commercial operation within 10 (ten) years from the Appointed Date.

12.7.3. The Concessionaire shall, within 30 (thirty) days after the end of each Accounting Year with half yearly project update until completion of the Commercial Facilities, submit to the Authority and an annual progress report duly vetted by the Independent Engineer on the development of the Commercial Facilities, indicating:

(i) physical progress against the phasing plan;

(ii) key milestones achieved;

(iii) reasons for any material delay; and

(iv) the revised timeline, if any, for completion of the balance works, ensuring compliance with Clause 12.7.2.

12.7.4. Failure by the Concessionaire to complete the Commercial Facilities within the period specified in Clause 12.7.2 shall constitute a Concessionaire Default, unless such failure is attributable to a Force Majeure Event or to a default of the Authority in accordance with this Agreement.

12.7.5. Failure to develop Commercial Facilities

(a) Without prejudice to the provisions of this Agreement relating to Damages, if the Concessionaire fails to complete the Commercial Facilities within the period specified in Clause 12.7.2 (or such extended period as may be permitted in accordance with this Agreement), the Concessionaire shall be liable to pay Damages to the Authority for such delay at the rate specified in this Agreement for delay in completion of Commercial Facilities, and such Damages shall be payable as INR 50,000 (Indian rupees Fifty Thousand) for each day of delay until the date of completion of the Commercial Facilities beyond 10 (ten) years.

(b) The Concessionaire acknowledges that (i) the Commercial Site has been made available to it on lease in accordance with the Commercial Site Lease Deed, and (ii) timely development of the Commercial Facilities is an essential condition of such lease.

(c) If the failure referred to in Clause 12.7.4(a) continues for a continuous period of 10 (ten) years from the Appointed Date (or such longer period as may be expressly approved by the Authority in writing on account of a Force Majeure Event), then, without prejudice to the Authority's right to recover Damages and any other rights and remedies available under this Agreement and/or the Commercial Site Lease Deed, the Authority shall be entitled to terminate the lease of the Commercial Site in accordance with the Commercial Site Lease Deed, and require the Concessionaire to surrender the Commercial Site and any uncompleted works thereon, free from Encumbrances, subject to Applicable Law.

(d) For the avoidance of doubt, termination of the Commercial Site lease under this Clause 12.7.4 shall not, by itself, constitute termination of this Agreement, unless such failure also constitutes a Concessionaire Default affecting the Mandatory Development Obligations and the Authority elects to proceed in accordance with the relevant termination provisions of this Agreement.

12.8. Construction Obligations and Standards

12.8.1. The Concessionaire shall carry out, or cause to be carried out, all Construction Works on the Project Site and Commercial Site with due diligence and efficiency, using sound engineering practices, Good Industry Practice, qualified personnel and appropriate technology, and in conformity with the Specifications and Standards and the accepted designs.

12.8.2. The Concessionaire shall ensure that:

(i) all construction equipment and methods comply with Applicable Laws and safety norms;

(ii) adequate quality control and testing is carried out in accordance with Schedule-H and instructions of the Independent Engineer;

(iii) disruption to traffic, neighbouring properties and public utilities is minimised; and

(iv) construction debris is properly handled, transported and disposed of in accordance with Applicable Laws.

12.8.3. The Concessionaire shall keep the Authority and the Independent Engineer informed, through monthly or half-yearly and annual progress reports (as applicable), of the progress of Construction Works for the MDO, OPF and Commercial Facilities, including compliance with the Project Completion Schedule for the MDO and the 10-year completion requirement for the Commercial Facilities.

12.9. Modifications and expansion of Project Facilities

12.9.1. Subject to the provisions of this Agreement, the Concessionaire may, with prior written approval of the Authority and after consultation with the Independent Engineer, undertake modifications, upgradations or expansions of the Project Facilities, provided that:

(i) such modifications do not derogate from the minimum requirements of the Mandatory Development Obligations or reduce their capacity or functionality below the levels specified in this Agreement;

(ii) safety, structural integrity and operability of the Project Facilities are not adversely affected; and

(iii) all such works comply with Applicable Laws and Applicable Permits.

12.9.2. Any expansion or modification which results in change of land use, built-up area or FSI beyond that contemplated in the accepted Master Plans shall be intimated to the Authority, without prejudice to the requirement of obtaining necessary approvals from Planning and Development Authorities.

12.10. No Relief from Obligations

12.10.1. Save and except as expressly provided in this Agreement, no review, comment, approval, consent or lack of objection by the Authority or the Independent Engineer in respect of any Master Plan, DPR, design, drawing, construction method or schedule shall relieve or absolve the Concessionaire of its obligations, responsibilities and liabilities under this Agreement, including its obligations to:

(i) complete the Mandatory Development Obligations in accordance with Schedule-G within the Construction Period; and

(ii) complete the Commercial Facilities within 10 (ten) years from the Appointed Date.

ARTICLE 13: MONITORING DURING CONSTRUCTION

13.1. Monthly and Quarterly Progress Reports

13.1.1. During the Construction Period for the Mandatory Development Obligations and during the development of Commercial Facilities, the Concessionaire shall furnish to the Authority and the Independent Engineer:

(i) **monthly progress reports** within 7 (seven) days after the close of each month, covering the Mandatory Development Obligations; and

(ii) **quarterly progress reports** within 7 (seven) days after the close of each quarter, covering both Mandatory Development Obligations and Commercial Facilities development.

13.1.2. Each progress report shall include:

(a) physical progress achieved against the Project Completion Schedule (Schedule-E) for MDO and against the 10-year completion timeline for Commercial Facilities;

(b) key milestones achieved and upcoming milestones;

(c) reasons for any delays and corrective actions proposed;

(d) material procurement status and critical long-lead items;

(e) manpower deployed, plant and equipment status;

(f) status of Applicable Permits and approvals obtained;

(g) quality assurance and testing results;

(h) safety incidents and environmental compliance status;

(i) financial status including expenditure incurred against approved budget; and

(j) any other information reasonably required by the Independent Engineer.

13.1.3. The Independent Engineer shall review each progress report and provide comments within 7 (days) days of receipt, and the Concessionaire shall promptly address any reasonable observations.

13.2. Inspection

13.2.1. The Independent Engineer shall carry out inspection of the Construction Works on the Project Site and Commercial Site at least once every fortnight during the Construction Period for MDO.

13.2.2. The Concessionaire shall:

(i) provide safe access, equipment and assistance required by the Independent Engineer for inspection;

(ii) make available all relevant records, drawings, test data and personnel for discussion; and

(iii) remedy any defects or deficiencies identified during inspection within the time specified by the Independent Engineer.

13.2.3. The Independent Engineer shall prepare an inspection report (the **"Construction Inspection Report"**) within 7 (seven) days of each inspection, stating in reasonable detail:

(i) the progress of Construction Works;

(ii) compliance with the Project Completion Schedule;

(iii) quality of materials and workmanship;

(iv) safety and environmental compliance; and

(v) defects or deficiencies requiring rectification.

13.2.4. The Concessionaire shall remedy all defects or deficiencies identified in the Construction Inspection Report within 30 (thirty) days of receipt thereof, or such longer period as the Independent Engineer may approve.

13.3. Tests

13.3.1. The Independent Engineer may, at any time during the Construction Period, require the Concessionaire to carry out or cause to be carried out tests on any materials, design mix, construction methods, equipment or works forming part of the Mandatory Development Obligations or Commercial Facilities, in accordance with the provisions of Schedule-H (Tests).

13.3.2. The Concessionaire shall carry out or cause to be carried out all such tests within 15 (fifeteen) days of receipt of the Independent Engineer's request and furnish the results thereof forthwith.

13.3.3. If any test reveals non-conformance with the Specifications and Standards, the Independent Engineer shall require the Concessionaire to:

(i) promptly rectify the non-conforming work or materials;

(ii) carry out additional tests to confirm compliance; and

(iii) bear all costs of such rectification and re-testing.

13.3.4. All costs of tests required by the Independent Engineer during construction monitoring shall be borne by the Concessionaire.

13.4. Delays during construction

13.4.1. Subject to the provisions of Clause 13.4.2, if the Concessionaire fails to achieve any milestone specified in the Project Completion Schedule (Schedule-E) for the Mandatory Development Obligations, the Concessionaire shall pay Damages to the Authority in accordance with the following: (i) for delay of up to 90 (ninety) days beyond the scheduled milestone: Rs. 50,000 (Rupees fifty thousand) per day; (ii) for delay beyond 90 (ninety) days up to 180 (one hundred eighty) days: Rs.75,000 (Rupees seventy five thousand) per day; and (iii) for delay beyond 180 (one hundred eighty) days: Rs. 1,00,000 (Rupees one lakh) per day.

13.4.2. The total Damages payable under Clause 13.4.1 for delay in achieving the MDO Completion Date shall not exceed 20% (twenty percent) of the Performance Security.

13.4.3. No Damages shall be payable where such delay:

(i) has occurred due to Force Majeure Event;

(ii) is attributable to the Authority or Government Instrumentalities;

(iv) arises from failure of the Independent Engineer to issue necessary approvals or certificates on a timely basis; or

(v) is otherwise excused under the provisions of this Agreement.

13.4.4. The Concessionaire shall not be entitled to any extension of the Construction Period or relief from Damages on account of any delay in development of Other Permissible Facilities or Commercial Facilities.

13.5. Suspension of unsafe Construction Works

13.5.1. The Authority or the Independent Engineer may, by written notice, require the Concessionaire to suspend forthwith all or any Construction Works on the Project Site or Commercial Site if, in their reasonable opinion:

(i) such works pose immediate danger to public safety, life or property;

(ii) such works are being carried out in material breach of safety requirements, Applicable Laws or Specifications and Standards; or

(iii) the Concessionaire has failed to rectify defects or deficiencies identified in previous inspection reports or test results within the stipulated time.

13.5.2. Upon receipt of notice under Clause 13.5.1, the Concessionaire shall immediately suspend the specified works and take all necessary remedial measures to address the safety concerns.

13.5.3. The Authority or Independent Engineer shall either:

(i) withdraw the suspension notice upon satisfactory rectification of the issues; or

(ii) confirm the suspension and specify the conditions for resumption of works.

13.5.4. Any period of suspension under this Clause 13.5 shall be considered as Concessionaire Event of Default unless attributable to causes beyond the Concessionaire's reasonable control.

13.6. Video recording

13.6.1. The Concessionaire shall maintain continuous video recording of all major construction activities for the Mandatory Development Obligations, including:

(i) foundation works and piling;

(ii) structural works for the International Cricket Stadium;

(iii) critical infrastructure installation (stadium lighting, scoreboard, playing field);

(iv) key quality tests and inspections; and

(v) such other activities as may be specified by the Independent Engineer.

13.6.2. The video recordings shall be properly time-stamped, indexed and maintained for a minimum period of 3 (three) years after the MDO Completion Date, and shall be made available to the Authority and Independent Engineer upon request.

13.6.3. The Concessionaire shall submit to the Independent Engineer, on a monthly basis, a compilation of video recordings covering major construction activities of the preceding month.

13.7. Extension of Construction Period

13.7.1. The Construction Period for Mandatory Development Obligations may be extended upon occurrence of:

(i) Force Majeure Events in accordance with Article 29;

(ii) delays attributable to the Authority under Clause 4.2;

(iii) delays caused by Government Instrumentalities; or

(iv) any other event expressly entitling the Concessionaire to time extension under this Agreement.

13.7.2. The Concessionaire shall be entitled to extension of the Construction Period by such duration as determined by the Independent Engineer, provided that: (i) the Concessionaire has promptly notified the Authority and Independent Engineer of the occurrence of the relevant event; (ii) the delay could not have been avoided by the Concessionaire taking reasonable measures; and (iii) the Concessionaire has mitigated the effects of such delay to the extent practicable.

13.8. No Waiver of Damages

Any extension of time granted under Clause 13.7 shall not relieve the Concessionaire of its liability to pay Damages for delays prior to the grant of such extension, nor shall it prejudice any other rights or remedies available to the Authority under this Agreement.

13.9. Cure Period for Construction Defaults

In the event the Concessionaire fails to remedy any material breach of its construction obligations within 90 (ninety) days of receipt of notice from the Authority specifying such breach, the Authority may, without prejudice to its other rights and remedies: (ii) carry out remedial works through third parties and recover costs from the Concessionaire; or (iii) terminate the Agreement in accordance with Article 32.

ARTICLE 14: COMPLETION CERTIFICATE

14.1. Tests

14.1.1. At least 30 (thirty) days prior to the scheduled MDO Completion Date, or such other date as agreed with the Independent Engineer, the Concessionaire shall give to the Authority and the Independent Engineer notice of the anticipated date of completion of the Mandatory Development Obligations.

14.1.2. On or after such date, the Independent Engineer shall, within 7 (seven) days thereof, either:

(i) issue a notice confirming that the Mandatory Development Obligations have been completed and are ready for Tests; or

(ii) issue a notice specifying reasons why the Mandatory Development Obligations are not ready for Tests, in which event the provisions of Clause 13.3 shall apply.

14.1.3. Upon receipt of the notice under Clause 14.1.2(i), the Concessionaire shall proceed expeditiously to carry out the Tests in accordance with Schedule-H (Tests) and the provisions of this Article 14. The Concessionaire shall give to the Authority and the Independent Engineer not less than 15 (fifteen) days' written notice of the commencement of the Tests.

14.1.4. The Tests shall be undertaken in accordance with the procedure set out in Schedule-H and the Independent Engineer shall:

(i) monitor and witness the Tests;

(ii) within 7 (seven) days of completion of the Tests, issue a Test Certificate confirming the results of the Tests; and

(iii) within 7 (seven) days of issuance of the Test Certificate, either:

(a) issue the Completion Certificate in accordance with Clause 14.2; or

(b) issue a notice specifying reasons why the Completion Certificate cannot be issued, in which event the provisions of Clause 14.5 shall apply.

14.2. Completion Certificate

14.2.1. Subject to the provisions of Clauses 14.1 and 14.4, upon successful completion of Tests in accordance with Schedule-H and subject to the conditions set forth in this Article 14, the Independent Engineer shall issue to the Authority and the Concessionaire the Completion Certificate for the Mandatory Development Obligations (the **"MDO Completion Certificate"**), certifying that:

(i) the International Cricket Stadium with minimum seating capacity of 25,000 (twenty-five thousand) persons and all associated facilities as specified in Schedule-B has been completed in accordance with the Specifications and Standards, the Master Plan, DPR, designs and drawings accepted by the Independent Engineer, and Applicable Laws;

(ii) the Club House has been completed in accordance with the Specifications and Standards, the Master Plan, DPR, designs and drawings accepted by the Independent Engineer, and Applicable Laws;

(iii) the Parking Facilities for the International Cricket Stadium have been completed in accordance with the Specifications and Standards, the Master Plan, DPR, designs and drawings accepted by the Independent Engineer, Applicable Laws and Development Control Regulations;

(iv) all Mandatory Development Obligations have been completed and all essential systems and facilities are fully operational and capable of commercial operation;

(v) all Applicable Permits required for commencement of commercial operations have been obtained;

(vi) all necessary approvals, certifications and clearances from BCCI, ICC (if applicable), State Cricket Association and other relevant authorities have been obtained for hosting domestic and international cricket matches;

(vii) the Mandatory Development Obligations have been completed within the Construction Period specified in Schedule-E or such extended period as permitted under this Agreement; and

(viii) the Mandatory Development Obligations are ready and complete for entry into commercial operations.

14.2.2. The MDO Completion Certificate shall be issued by the Independent Engineer within 15 (fifteen) days of successful completion of Tests under Clause 14.1.

14.2.3. The date of issuance of the MDO Completion Certificate shall be the **"MDO Completion Date"**.

14.3. Provisional Certificate

14.3.1. The Independent Engineer may, at the request of the Concessionaire, issue a Provisional Certificate in respect of any individual component of the Mandatory Development Obligations (the **"Provisional Certificate"**), certifying that such component has been completed and is ready for commercial operation, subject to completion of Punch List Items specified therein.

14.3.2. A Provisional Certificate may be issued for:

(i) the International Cricket Stadium (excluding minor Punch List Items);

(ii) the Club House or

(iii) the Parking Facilities;

provided that such component has successfully passed all requisite Tests and is capable of independent commercial operation.

14.3.3. The Independent Engineer shall specify in the Provisional Certificate:

(i) the Punch List Items to be completed within 90 (ninety) days of issuance thereof;

(ii) conditions, if any, subject to which the component may commence commercial operations; and

(iii) testing requirements, if any, for Punch List Items.

14.3.4. The Concessionaire shall complete all Punch List Items specified in the Provisional Certificate within 90 (ninety) days thereof, failing which the Independent Engineer may withhold the MDO Completion Certificate until such Punch List Items are completed.

14.4. Completion of Punch List Items

14.4.1. The Concessionaire shall complete all Punch List Items as specified in the Completion Certificate or Provisional Certificate within 90 (ninety) days of the date thereof or such longer period as the Independent Engineer may approve.

14.4.2. The Independent Engineer shall carry out a final inspection within 15 (fifteen) days of completion of Punch List Items and issue a certificate confirming completion thereof.

14.5. Withholding of Provisional or Completion Certificate

14.5.1. The Independent Engineer may, by written notice to the Concessionaire (with a copy to the Authority), refuse to issue the Provisional Certificate or the MDO Completion Certificate if:

(i) the Mandatory Development Obligations are not complete in accordance with the provisions of this Agreement;

(ii) all Tests have not been successfully undertaken and completed in accordance with Schedule-H;

(iii) the Mandatory Development Obligations do not conform to the Specifications and Standards, the Master Plan, DPR, designs and drawings accepted by the Independent Engineer, or Applicable Laws;

(iv) all Applicable Permits required for commercial operation have not been obtained;

(v) Punch List Items have not been completed as required under Clause 14.4;

(vi) BCCI/ICC approvals and certifications for hosting international cricket matches have not been obtained; or

(vii) there are any material defects or deficiencies in design, materials, workmanship or equipment which could materially adversely affect the safety, structural integrity or operational capability of the Mandatory Development Obligations.

14.5.2. The notice issued under Clause 14.5.1 shall:

(i) state the reasons for refusal to issue the certificate;

(ii) specify defects or deficiencies requiring rectification; and

(iii) provide a reasonable period (not exceeding 30 days) for rectification.

14.5.3. The Concessionaire shall promptly rectify all defects or deficiencies specified in the notice and re-apply for issuance of the certificate.

14.6. Rescheduling of Tests

14.6.1. If at any time the Independent Engineer determines that the Tests cannot be carried out expeditiously for reasons attributable to the Concessionaire, the Independent Engineer may require the Concessionaire to reschedule the Tests and shall in that context take into account the reasonable circumstances justifying such rescheduling.

14.6.2. Any extension of time granted under Clause 14.6.1 shall not relieve the Concessionaire of its liability to pay Damages for delay in achieving the MDO Completion Date in accordance with Clause 13.4.

14.7. Effect of Completion Certificate

14.7.1. Upon issuance of the MDO Completion Certificate, the Independent Engineer's responsibility in respect of the Mandatory Development Obligations shall, subject to the provisions of Article 19 (Monitoring during Operations), be limited to post-completion monitoring in accordance with the provisions of this Agreement.

14.7.2. The MDO Completion Certificate shall not absolve the Concessionaire of its obligations under this Agreement, including:

(i) maintenance and operation obligations under Article 17;

(ii) defect liability obligations;

(iii) performance of Punch List Items; and

(iv) compliance with all Applicable Laws and Specifications and Standards during the Concession Period.

14.8. Commercial Facilities Completion

14.8.1. For the avoidance of doubt, no Completion Certificate shall be required for Other Permissible Facilities or Commercial Facilities. The Concessionaire shall be entitled to commence commercial operations of such facilities upon:

(i) substantial completion of construction as per the accepted Master Plan;

(ii) obtaining Occupancy Certificate and other Applicable Permits required for commercial operation; and

~~(iii) certification by the Independent Engineer of substantial completion (where applicable).~~

14.8.2. The Concessionaire shall notify the Authority ~~and Independent Engineer~~ of commencement of commercial operations of Commercial Facilities within 7 (seven) days thereof, along with evidence of requisite permits and certifications.

14.9. Handover of As-Built Documents

14.9.1. Within 30 (thirty) days of issuance of the MDO Completion Certificate, the Concessionaire shall handover to the Authority and the Independent Engineer:

(i) complete set of as-built drawings for all Mandatory Development Obligations;

(ii) operation and maintenance manuals;

(iii) warranties and guarantees for materials and equipment;

(iv) test certificates and compliance records;

(v) approved designs and calculations; and

(vi) all other documents required under Schedule-J.

14.9.2. The Concessionaire shall maintain digital and physical copies of all as-built documents throughout the Concession Period.

ARTICLE 15: ENTRY INTO COMMERCIAL OPERATIONS

15.1. Commercial Operation Dates

15.1.1. Save and except as provided in Clause 14.3 (Provisional Certificate), the Concessionaire shall commence commercial operations of the Mandatory Development Obligations upon issuance of the MDO Completion Certificate.

15.1.2. The date on which the Concessionaire commences commercial operations of the Mandatory Development Obligations shall be the **"Commercial Operation Date"** or **"COD"**, which date shall, for the avoidance of doubt, be the same as the MDO Completion Date.

15.1.3. The Concessionaire shall notify the Authority and the Independent Engineer of the Commercial Operation Date within 7 (seven) days thereof, along with evidence of:

(i) issuance of the MDO Completion Certificate;

(ii) commencement of commercial operations (ticket sales, club house bookings, parking charges, etc.); and

(iii) all Applicable Permits required for commercial operations.

15.1.4. For the avoidance of doubt, Other Permissible Facilities and Commercial Facilities may be brought into commercial operation by the Concessionaire at any time during the Concession Period, subject only to: (i) substantial completion of construction as per accepted Master Plans; (ii) obtaining necessary Occupancy Certificates and Applicable Permits; and (iii) compliance with Applicable Laws.

15.2. Damages for delay

15.2.1. Subject to the provisions of Clause 15.2.3, if the Concessionaire fails to achieve the Commercial Operation Date within the Construction Period specified in Schedule-E (being 5 (five) years from the Appointed Date) or such extended period as permitted under this Agreement, the Concessionaire shall pay Damages to the Authority for delay in achieving the Commercial Operation Date at the rate of:

(i) Rs. 50,000 (Rupees Fifty thousand) per day of delay for the first 90 (ninety) days;

(ii) Rs. 75,000 (Rupees Seventy-five lakh) per day of delay for the next 90 (ninety) days; and

(iii) Rs. 1,00,000 (Rupees One lakh) per day of delay beyond 180 (one hundred eighty) days.

15.2.2. The total Damages payable by the Concessionaire under Clause 15.2.1 shall not exceed 20% (twenty-percent) of the Performance Security.

15.2.3. No Damages shall be payable under this Clause 15.2 where delay in achieving the Commercial Operation Date occurs due to any of the following:

(i) Force Majeure Event in accordance with Article 32;

(ii) delay caused by the Authority under Clause 4.2 (Damages for delay by the Authority);

(iii) failure of the Independent Engineer to issue the MDO Completion Certificate despite successful completion of Tests and Punch List Items;

(iv) delay attributable to Government Instrumentalities in granting Applicable Permits despite timely application by the Concessionaire; or

(v) any other event expressly entitling the Concessionaire to extension of the Construction Period under Clause 13.8.

15.2.4. The Concessionaire shall pay the Damages under Clause 15.2.1 to the Authority within 15 (fifteen) days of demand made by the Authority, without prejudice to the Authority's other rights and remedies under this Agreement.

15.3. Extension of Construction Period

15.3.1. Upon occurrence of any event specified in Clause 15.2.3, the Concessionaire shall, within 15 (fifteen) days thereof, notify the Authority and the Independent Engineer of such occurrence and apply to the Independent Engineer for extension of the Construction Period.

15.3.2. The Independent Engineer shall, within 30 (thirty) days of receipt of such application, either: (i) grant extension of the Construction Period by such duration as it deems reasonable, having regard to the circumstances leading to such delay; or (ii) reject the application with written reasons.

15.3.3. The decision of the Independent Engineer under Clause 15.3.2 shall be final and binding on the Concessionaire unless disputed by the Concessionaire by notice to the Independent Engineer within 15 (fifteen) days thereof, in which case the dispute resolution provisions of Article 39 shall apply.

15.4. No suspension of work

Notwithstanding any extension of the Construction Period or payment of Damages under this Article 15, the Concessionaire shall continue to carry out the Construction Works with due diligence and efficiency and shall achieve the Commercial Operation Date as expeditiously as possible.

15.5. Certification of readiness

15.5.1. The Concessionaire shall, upon achieving the Commercial Operation Date, certify to the Authority and the Independent Engineer that:

(i) the Mandatory Development Obligations are fully operational and capable of handling the design capacity specified in Schedule-B;

(ii) all essential systems (power, water, fire safety, lifts, HVAC, etc.) are fully functional;

(iii) all Applicable Permits for commercial operations have been obtained; (iv) trained operational personnel have been deployed; and

(iv) the Project Facilities are ready to receive Users and generate revenues.

15.5.2. The Authority may, within 30 (thirty) days of receipt of the certification under Clause 15.5.1, conduct a joint inspection with the Independent Engineer to verify the readiness of the Mandatory Development Obligations for commercial operations.

15.6. Commercial Operations of Commercial Facilities

15.6.1. The Concessionaire may commence commercial operations of individual Commercial Facilities (or phases thereof) at any time during the 60-year lease period, subject to:

(i) substantial completion of construction of such facilities;

(ii) obtaining Occupancy Certificate and other Applicable Permits required for commercial operation;

(iii) compliance with the accepted Master Plan for the Commercial Site and Applicable Laws; and

(iv) ensuring that the entire development of Commercial Facilities is completed within 10 (ten) years from the Appointed Date as required under Clause 12.7.2.

15.6.2. The Concessionaire shall notify the Authority within 7 (seven) days of commencement of commercial operations of any Commercial Facility, providing evidence of requisite permits and certifications.

15.7. Consequences of delay beyond permitted limits

15.7.1. If the Concessionaire fails to achieve the Commercial Operation Date within 2 (two) years after the expiry of the Construction Period (as extended, if applicable), the Authority may, without prejudice to its other rights and remedies: (i) suspend all payments due to the Concessionaire under this Agreement; (ii) terminate this Agreement in accordance with Article 32; and (iii) invoke the Performance Security under Article 9.

15.7.2. The Authority shall be entitled to recover from the Concessionaire, as genuine pre-estimated loss and damage, an amount equivalent to Performance Security if the Agreement is terminated under Clause 15.7.1, without prejudice to other remedies available to the Authority.

ARTICLE 16: CHANGE OF SCOPE

16.1. Change of Scope

16.1.1. The Authority may, for reasons deemed necessary by it in public interest, order variations to the Scope of the Project including:

(i) increase in scope of the Mandatory Development Obligations;

(ii) reduction in scope of the Mandatory Development Obligations;

(iii) addition or deletion of features of the International Cricket Stadium, Club House or Parking Facilities;

(iv) modifications to the Specifications and Standards;

(v) modifications to the layout or configuration of Project Facilities; or

(vi) any other change affecting the design, construction, operation or maintenance of the Project Facilities;

provided that subject to Clause 16.6, such variations shall not materially change the core character of the Project as an International Cricket Stadium facility.

16.1.2. Any variation ordered under Clause 16.1.1 shall constitute a **"Change of Scope"** and shall be governed by the provisions of this Article 16.

16.2. Procedure for Change of Scope

16.2.1. The Authority desiring to effect a Change of Scope shall issue a notice (the **"Change of Scope Notice"**) to the Concessionaire specifying:

(i) the details of the proposed Change of Scope;

(ii) the reasons justifying such Change of Scope;

(iii) the estimated impact on the Total Project Cost and the Concessionaire's revenues; and

(iv) the proposed timeframe for implementation.

16.2.2. Within 30 (thirty) days of receipt of the Change of Scope Notice, or such other period as the Parties may agree, the Concessionaire shall, at its cost, submit to the Authority and the Independent Engineer:

(i) a detailed proposal for implementing the Change of Scope, including technical feasibility, design modifications, construction methodology and impact assessment;

(ii) an estimate of the increase or decrease in Total Project Cost resulting from the Change of Scope (the **"Impact Cost"**);

(iii) an estimate of the impact on the Construction Period or Commercial Operation Date (the "**Time Impact**");

(iv) an estimate of the impact on Project Revenues during the Concession Period; and

(v) a Change of Scope Order.

16.2.3. The Authority and the Independent Engineer shall review the Concessionaire's proposal within 30 (thirty) days of receipt and may request additional information or clarification.

16.2.4. Within 15 (fifteen) days of receiving the Authority's acceptance of the proposal or the last submission of additional information, the Concessionaire shall issue the Change of Scope Order duly executed by the authorised representatives of both Parties.

16.2.5. The Change of Scope Order shall specify:

(i) the scope of work to be performed and services to be provided;

(ii) the Impact Cost payable to or recoverable from the Concessionaire;

(iii) the Time Impact, if any;

(iv) the schedule for completion of the Change of Scope works; and

(v) such other terms and conditions as may be deemed necessary for giving effect to the Change of Scope.

16.3. Payment for Change of Scope

16.3.1. Subject to the provisions of Clause 16.5, all costs arising from a Change of Scope shall be borne by the Authority to the extent such costs constitute the Impact Cost as accepted by the Authority.

16.3.2. The Authority shall make payment of the Impact Cost in accordance with the following schedule:

(i) 30 (thirty)% of the Impact Cost upon issuance of the Change of Scope Order;

(ii) 40 (forty)% of the Impact Cost upon completion of 50 (fifty)% of the Change of Scope works, as certified by the Independent Engineer;

(iii) 30 (thirty)% of the Impact Cost upon completion of the Change of Scope works and issuance of Change of Scope Completion Certificate by the Independent Engineer.

16.3.3. The Concessionaire shall, prior to each payment under Clause 16.3.2, submit a payment request to the Authority along with:

(i) certification from the Independent Engineer of achievement of the relevant milestone;

(ii) evidence of expenditure incurred on the Change of Scope works; and

(iii) invoice in the prescribed format.

16.3.4. The Authority shall pay each instalment of Impact Cost within 30 (thirty) days of receipt of the payment request, failing which interest shall accrue at the rate specified in Clause 42.4 (Delayed payments).

16.4. Restrictions on certain works

16.4.1. Notwithstanding anything to the contrary contained in this Article 16, the Authority shall not be entitled to order any Change of Scope that:

(i) materially changes the core character of the Project as an International Cricket Stadium with minimum 25,000 seating capacity;

(ii) reduces the minimum seating capacity below 25,000 persons;

(iii) materially affects the playing field dimensions, pitch quality or cricket infrastructure required for BCCI/ICC certification;

(iv) materially impacts the Concessionaire's ability to host international cricket matches;

(v) requires the Concessionaire to bear any additional financial burden without corresponding Impact Cost payment; or

(vi) extends the Construction Period beyond 6 (six) years from the Appointed Date.

16.5. Power of the Authority to undertake works

16.5.1. Notwithstanding anything to the contrary contained in Clauses 16.1, 16.2 and 16.3, the Authority may, after giving the Concessionaire 30 (thirty) days' notice, undertake any works or services incidental to the Project if:

(i) the Concessionaire has failed to implement a Change of Scope Order within the stipulated timeframe;

(ii) such works are necessary for public safety, emergency response or regulatory compliance; or

(iii) the Concessionaire disputes the Change of Scope and dispute resolution is pending.

16.5.2. The Authority shall bear the cost of such works unless attributable to any default of the Concessionaire, in which case the Authority may recover such costs from the Concessionaire together with Damages at the rate of 120 (one hundred twenty)% of such costs.

16.6. Reduction in Scope of the Project

16.6.1. The Authority may, by issuing a Change of Scope Notice, require the Concessionaire to reduce the Scope of the Project by deleting or reducing some or all of the Mandatory Development Obligations or Other Permissible Facilities.

16.6.2. Upon receipt of a Change of Scope Notice under Clause 16.6.1, the Concessionaire shall submit to the Authority and the Independent Engineer, within 30 (thirty) days:

(i) an estimate of the reduction in Total Project Cost resulting from the reduction in Scope (the **"Scope Reduction Cost"**);

(ii) an estimate of the impact on Project Revenues (the **"Revenue Impact"**);

(iii) proposals for adjustment of Grant, if applicable; and

(iv) revised Project Completion Schedule, if affected.

16.6.3. The Authority shall, within 30 (thirty) days of receipt of the Concessionaire's submission:

(i) accept the Scope Reduction Cost and Revenue Impact as proposed;

(ii) negotiate mutually acceptable adjustments; or

(iii) reject the proposal with reasons.

16.6.4. In the event of disagreement on the Scope Reduction Cost or Revenue Impact, the matter shall be resolved in accordance with Article 39 Dispute Resolution.

16.6.5. Upon agreement or determination of the Scope Reduction Cost and Revenue Impact, the Parties shall execute a Change of Scope Order reflecting:

(i) the reduced Scope of Work;

(ii) adjustment to Total Project Cost;

(iii) adjustment to Grant payments;

(iv) revised Construction Period, if applicable; and

(v) such other consequential adjustments as may be necessary.

16.7. Differential Tariff Adjustments

16.7.1. Where a Change of Scope results in material increase or reduction in Project Revenues, the Parties shall negotiate in good faith adjustments to the financial structure including:

(i) revision of User Fee structure, if applicable;

(ii) adjustment to Concession Premium or Grant amounts;

(iii) extension or reduction of Concession Period; or

(iv) such other commercial adjustments as may be mutually agreed.

16.7.2. Any adjustment under Clause 16.7.1 shall be implemented through an amendment to this Agreement executed by both Parties.

16.8. Change of Scope Completion Certificate

16.8.1. Upon completion of Change of Scope works, the Concessionaire shall notify the Independent Engineer and request issuance of Change of Scope Completion Certificate.

16.8.2. The Independent Engineer shall, within 15 (fifteen) days of such notice and after carrying out necessary inspections and tests:

(i) issue the Change of Scope Completion Certificate confirming completion of Change of Scope works in accordance with the Change of Scope Order; or

(ii) issue a notice specifying reasons for refusal and Punch List Items to be completed.

16.8.3. The Concessionaire shall complete all Punch List Items within 30 (thirty) days of receipt of such notice.

16.9. No claim in respect of rejected proposal

16.9.1. The Concessionaire shall have no claim against the Authority for delay or disruption to Project works arising from:

(i) submission of proposal for Change of Scope; or

(ii) Authority's rejection of any Change of Scope proposal.

16.10. Concessionaire initiated Change of Scope

16.10.1. The Concessionaire may propose Changes to the Scope of the Project for its own convenience or benefit, including enhancements, upgradations or additional features, subject to:

(i) prior written approval of the Authority;

(ii) compliance with Applicable Laws and Applicable Permits;

(iii) no adverse impact on Mandatory Development Obligations or safety; and

(iv) all additional costs borne by the Concessionaire.

16.10.2. Any Change of Scope initiated by the Concessionaire under Clause 16.10.1 shall not entitle it to any extension of the Construction Period or relief from obligations under this Agreement.

ARTICLE 17: OPERATIONS AND MAINTENANCE

17.1. O&M obligations of the Concessionaire

17.1.1. During the Operation Period commencing from the Commercial Operation Date, the Concessionaire shall operate and maintain the Mandatory Development Obligations at its own cost and risk in conformity with:

(i) the Specifications and Standards set out in Schedule-C;

(ii) the Maintenance Requirements set out in Schedule-J;

(iii) the Maintenance Manual referred to in Clause 17.3;

(iv) the Maintenance Programme referred to in Clause 17.4;

(v) Good Industry Practice; and

(vi) Applicable Laws and Applicable Permits.

17.2. Maintenance Requirements

17.2.1. The Concessionaire shall, at all times during the Operation Period, undertake routine preventive and breakdown maintenance of the Mandatory Development Obligations and shall comply with the specific maintenance requirements set forth in Schedule-J (Maintenance Requirements).

17.2.2. Without prejudice to the generality of Clause 17.2.1, the Concessionaire shall ensure that:

(i) the International Cricket Stadium maintains BCCI/ICC certification for hosting international matches at all times;

(ii) the playing field, pitch and outfield meet international standards for cricket matches;

(iii) all systems including floodlighting, scoreboard, CCTV, PA system, fire safety and emergency systems remain fully operational;

(iv) spectator facilities (seating, concourses, washrooms, food outlets) are maintained in clean and hygienic condition; and

(v) player and media facilities meet required standards for hosting professional cricket events.

17.3. Maintenance Manual

17.3.1. Within 90 (ninety) days from the Commercial Operation Date, the Concessionaire shall prepare and submit to the Independent Engineer and the Authority for approval, a detailed Maintenance Manual setting out:

(i) procedures for routine, preventive and breakdown maintenance;

(ii) maintenance schedules and checklists for all Project Facilities;

(iii) inventory of spare parts and consumables;

(iv) protocols for safety inspections and audits;

(v) procedures for handling emergencies and Force Majeure events;

(vi) staffing and training requirements for maintenance personnel; and

(vii) performance monitoring and reporting procedures.

17.3.2. The Independent Engineer shall review the Maintenance Manual within 30 (thirty) days of receipt and may suggest modifications. The Concessionaire shall incorporate such reasonable suggestions and resubmit the Manual.

17.3.3. Upon acceptance of the Maintenance Manual by the Independent Engineer, the Concessionaire shall implement the Manual throughout the Operation Period and shall not amend it without prior approval of the Independent Engineer.

17.4. Maintenance Programme

17.4.1. On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Concessionaire shall provide to the Authority and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance (the **"Maintenance Programme"**) to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

(a) preventive maintenance schedule;

(b) arrangements and procedures for carrying out urgent repairs;

(c) criteria to be adopted for deciding maintenance needs;

(d) intervals and procedures for carrying out inspection of all elements of the Project;

(e) intervals at which the Concessionaire shall carry out periodic maintenance;

(f) arrangements and procedures for carrying out safety related measures;

(g) intervals for major maintenance works and the scope thereof; and

(h) intervals of carrying out intermediate and periodic overhaul of electrical, mechanical and other systems.

17.4.2. Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3. The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply mutatis mutandis to such modifications.

17.5. Safety, breakdowns and accidents

17.5.1. The Concessionaire shall ensure that:

(i) all safety requirements set forth in Schedule-K are complied with at all times;

(ii) adequate fire fighting and emergency response equipment is maintained operational;

(iii) trained security personnel are deployed round the clock;

(iv) CCTV surveillance systems covering critical areas remain functional; and

(v) emergency evacuation procedures are tested periodically.

17.5.2. Upon occurrence of any accident, breakdown or emergency affecting the Project Facilities, the Concessionaire shall:

(i) immediately suspend operations of affected facilities;

(ii) secure the area and protect life and property;

(iii) notify Authority, Independent Engineer and emergency services within 2 (two) hours;

(iv) submit detailed incident report within 48 (forty-eight) hours; and

(v) promptly restore operations after rectification.

17.6. De-commissioning due to Emergency

17.6.1. If any Project Facility needs to be immediately closed down due to emergency, the Concessionaire may do so after informing the Authority and Independent Engineer. Such closure shall be for the minimum period necessary to restore safe operations.

17.6.2. No claim or compensation shall be due and payable to the Concessionaire on account of de-commissioning or restricted use of the Project Facilities or any part thereof during an Emergency.

17.7. Closure of a Project Facility

17.7.1. The Concessionaire shall not close down, curtail operation or reduce capacity of any essential component of the Mandatory Development Obligations except:

(i) for scheduled maintenance as per approved Maintenance Programme;

(ii) due to Force Majeure Event; or

(iii) when ordered by Government Instrumentalities or Independent Engineer for safety reasons.

17.7.2. Any unscheduled closure exceeding 48 (forty-eight) hours shall be immediately notified to the Authority and Independent Engineer with reasons and expected restoration time.

17.8. Damages for breach of maintenance obligations

17.8.1. In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay, at the rate of Rs. 50,000 (Rupees Fifty thousand) per day. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2. The Damages set forth in Clause 17.8.1 may be assessed and specified forthwith by the Independent Engineer; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such

Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9. Authority's right to take remedial measures

17.9.1. In the event the Concessionaire does not maintain and/or repair the Project Facilities or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

17.9.2. The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses.

17.10. Overriding powers of the Authority

17.10.1. If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2. In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

17.10.3. In the event of a national emergency, civil commotion or any other act specified in Article 29, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 39. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.10, and shall provide

assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.11. Restoration of loss or damage to the Project / Project Facilities

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

17.12. Modifications to the Project / Project Facilities

17.12.1. The Concessionaire shall not carry out any material modifications including upgradations to the Project Facilities save and except where such modifications are necessary for the Project to operate in conformity with the provisions of the Agreement, Specifications and Standards, Maintenance Requirements, Good Industry Practice, Safety Requirements and Applicable Laws; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 30 (thirty) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 30 (thirty) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards, Applicable Laws and the provisions of this Agreement.

17.12.2. The provisions of this Agreement, insofar as they relate to Constructions Works and Tests, shall apply mutatis mutandis to all the Construction Works forming part of modification to the Project / Project Facilities.

17.13. Excuse from performance of obligations

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

(a) an event of Force Majeure;

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

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

The Concessionaire shall, without any delay, notify the Authority and the Independent Engineer in case of non-availability of the Project Facilities due to the above reasons.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project Facilities open to Users/ visitors provided they can be operated safely.

17.14. Marketing of Project Facilities

17.14.1. The Concessionaire shall be solely responsible for marketing, promotion and commercial operations of all Project Facilities including:

(i) event bookings for the International Cricket Stadium;

(ii) ticket sales and pricing strategies;

(iii) corporate sponsorships and advertising rights;

(iv) Club house occupancy and tariff;

(v) parking fee structures; and

(vi) commercial arrangements with food & beverage operators.

17.14.2. The Concessionaire shall have full flexibility to determine marketing strategies, pricing policies and commercial terms, subject to Applicable Laws.

17.15. Users who require special assistance

17.15.1. The Concessionaire shall ensure that Project Facilities are accessible to and meet the needs of:

(i) elderly persons;

(ii) physically challenged persons;

(iii) visually impaired persons; and

(iv) children requiring special assistance.

17.15.2. Specific requirements shall include:

(i) ramps, elevators and barrier-free access;

(ii) designated parking spaces;

(iii) special seating areas;

(iv) accessible washrooms;

(v) Braille signage and audio guides; and

(vi) assistance counters, at no extra cost to such Users.

17.16. Commercial Facilities Operations

17.16.1. The Concessionaire shall operate and maintain Commercial Facilities during the 60-year lease period in accordance with:

(i) Good Industry Practice for commercial real estate;

(ii) Applicable Laws and Development Control Regulations;

(iii) terms of the Commercial Site lease; and

(iv) approved Master Plan for Commercial Site.

17.16.2. The O&M obligations specified in Clauses 17.1 to 17.15 shall apply mutatis mutandis to Commercial Facilities, except where expressly stated otherwise.

17.17. No Relief from Obligations

17.17.1. Save and except as expressly provided in this Agreement, no review, comment or approval by the Authority or Independent Engineer in respect of any maintenance programme, manual or O&M practices shall relieve the Concessionaire of its obligations under this Article 17.

ARTICLE 18: SAFETY REQUIREMENTS

18.1. Safety Requirements

18.1.1. The Concessionaire shall, at all times during the Construction Period and the Operation Period, comply with the provisions of this Agreement, Applicable Laws, Applicable Permits and conform to Good Industry Practice for securing the safety of Users, players, officials, media, visitors, workmen and all other persons who may be present on or about the Project Site and the Commercial Site.

18.1.2. Without prejudice to the generality of Clause 18.1.1, the Concessionaire shall:

(i) develop, implement and administer a comprehensive safety management plan for construction and operation of the Project Facilities, including the International Cricket Stadium, Club House, Parking Facilities, Other Permissible Facilities and Commercial Complex;

(ii) comply with the safety requirements and standards set forth in Schedule-K (the **"Safety Requirements"**);

(iii) ensure that all design, engineering and construction works incorporate the safety provisions required for an international cricket stadium, including structural safety, fire and life safety, crowd management and emergency evacuation;

(iv) ensure that all Contractors, sub-contractors, suppliers, service providers and their personnel engaged in construction, operation or maintenance comply with the Safety Requirements; and

(v) ensure that all construction and operational activities are carried out in a manner that does not endanger any public utility, adjoining property, public or private assets, or the environment.

18.1.3. In particular, the Concessionaire shall ensure that:

(i) the International Cricket Stadium meets or exceeds all safety-related requirements prescribed by BCCI, ICC (where applicable), State Cricket Association, the National Building Code of India and local fire, police and municipal authorities;

(ii) safe ingress and egress for spectators, players, officials and media is provided and maintained, including adequate stairways, ramps, exits and signage for normal and emergency conditions;

(iii) crowd management systems and procedures are in place for match days and other large events, including queuing systems, segregation of spectator categories, and avoidance of overcrowding;

(iv) all temporary structures and installations for events (stages, temporary stands, broadcast structures, etc.) meet applicable safety standards and are certified, where required, by competent professionals; and

(v) no construction or operational activity is undertaken which could reasonably be expected to compromise the safety or structural integrity of the playing field, spectator stands or other critical facilities.

18.2. Expenditure on Safety Requirements

18.2.1. All costs and expenses arising out of or relating to compliance with the Safety Requirements, including costs of safety equipment, training, audits, certifications, signage, systems and

procedures, shall be borne by the Concessionaire to the extent such costs form part of the works and services included in the Scope of the Project.

18.2.2. The Concessionaire shall include adequate provision for safety-related expenditure in its design, construction and O&M budgets, including:

(i) construction-phase safety (personal protective equipment, barricading, temporary works safety, etc.);

(ii) stadium and building safety (fire detection and suppression, emergency lighting, smoke extraction, structural monitoring, etc.);

(iii) event-day safety and security (access control, barriers, CCTV, screening equipment, public address systems, etc.); and

(iv) periodic safety inspections, drills and training.

18.2.3. The Concessionaire shall not be entitled to any additional payment or compensation from the Authority on account of compliance with the Safety Requirements, save and except where a Change of Scope ordered by the Authority expressly increases safety-related obligations beyond those contemplated in this Agreement.

18.3. Safety Audit

18.3.1. The Authority shall be entitled, at any time and from time to time during the Construction Period and the Operation Period, to cause safety audits of the Project Facilities to be carried out by itself, through the Independent Engineer, or through an independent safety auditor of repute appointed by the Authority.

18.3.2. Without prejudice to the generality of Clause 18.3.1:

(i) at least one comprehensive safety audit shall be carried out prior to issuance of the MDO Completion Certificate, focusing on construction quality, structural safety, fire and life safety, and readiness for public use;

(ii) at least one safety audit shall be carried out in each Accounting Year during the Operation Period, preferably prior to the main cricket season or major scheduled tournaments; and

(iii) additional safety audits may be carried out at the discretion of the Authority following any major incident, accident, near-miss, or in response to directions from any Government Instrumentality.

18.3.3. The Authority shall give the Concessionaire not less than 7 (seven) days' prior written notice of any proposed safety audit, except in case of emergencies or where shorter notice is warranted for reasons of public safety.

18.3.4. The Concessionaire shall provide all reasonable assistance and cooperation to the Authority, Independent Engineer and any safety auditor in carrying out safety audits, including:

(i) granting access to all parts of the Project Site and Commercial Site;

(ii) making available all relevant records, manuals, test reports, certifications, permits and drawings; and

(iii) providing access to key personnel responsible for safety, operations and maintenance.

18.3.5. The costs and expenses of routine safety audits carried out by or on behalf of the Authority under this Article 18 shall be borne by the Concessionaire, to the extent such audits relate to verification of the Concessionaire's compliance with its obligations under this Agreement.

18.3.6. Upon receipt of a safety audit report identifying any non-compliance or deficiencies, the Concessionaire shall:

(i) prepare and submit to the Authority and the Independent Engineer, within 15 (fifteen) days, a rectification plan with specific timelines; and

(ii) promptly implement such rectification plan, ensuring that all critical safety deficiencies are rectified within the time stipulated by the Authority or the Independent Engineer.

18.3.7. Failure of the Concessionaire to promptly rectify safety-related deficiencies identified in a safety audit shall constitute a Concessionaire Default and may, without prejudice to any other rights of the Authority, attract Damages in accordance with Article 17 and/or entitle the Authority to take remedial measures under that Article.

ARTICLE 19: MONITORING OF OPERATIONS AND MAINTENANCE

19.1. Annual Status Reports

19.1.1. During the Operation Period, the Concessionaire shall furnish to the Authority an Annual status report (the **"Annual Status Report"**) stating in reasonable detail the:

(i) condition of the Mandatory Development Obligations including compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements;

(ii) number of cricket matches, events and tournaments hosted at the International Cricket Stadium;

(iii) occupancy levels of Club House and Parking Facilities;

(iv) revenues earned from various Project Facilities;

(v) planned maintenance activities and shutdowns for the following year;

(vi) safety incidents, accidents or near-misses;

(vii) complaints received and resolution status; and

(viii) such other information as may be reasonably required by the Authority or its representatives.

19.1.2. The Authority shall review each Annual Status Report within 30 (thirty) days of receipt and communicate observations, if any, to the Concessionaire for rectification.

19.2. Reports of unusual occurrence

19.2.1. In case of any accident, incident, breakdown, or unusual occurrence on the Project Site affecting the operation, safety or security of Users, the Concessionaire shall, prior to the close of business on the same day, send to the Authority, by e-mail, a report stating:

(i) details of the accident or incident including location, time, nature and extent of damage;

(ii) number of injuries, fatalities or affected persons;

(iii) immediate actions taken by the Concessionaire;

(iv) status of emergency response and coordination with authorities; and

(v) preliminary assessment of causes.

19.2.2. The Concessionaire shall, within 7 (seven) days of such accident or unusual occurrence, furnish to the Authority a detailed report (the **"Incident Report"**) setting out:

(i) comprehensive investigation findings;

(ii) root cause analysis;

(iii) sequence of events leading to the incident;

(iv) lapses, if any, in procedures, equipment or personnel training;

(v) remedial measures implemented and proposed; and

(vi) timeline for preventing recurrence.

19.2.3. The Concessionaire shall maintain a register of all accidents and unusual occurrences and furnish quarterly summaries thereof to the Authority.

19.3. Inspection

19.3.1. The Independent Engineer shall inspect the Mandatory Development Obligations at least once every year during the Operation Period and prepare an inspection report (the **"O&M Inspection Report"**) stating in reasonable detail:

(i) condition of Project Facilities relative to Maintenance Requirements;

(ii) compliance with Safety Requirements;

(iii) functionality of critical systems (floodlighting, scoreboard, CCTV, fire safety, etc.);

(iv) playing field and pitch conditions;

(v) cleanliness and housekeeping standards;

(vi) adequacy of safety signage and emergency equipment; and

(vii) defects or deficiencies requiring rectification.

19.3.2. The Concessionaire shall remedy all defects or deficiencies set forth in the O&M Inspection Report within 15 (fifteen) days of receipt thereof, or such longer period as the Independent Engineer may approve.

19.4. Tests

19.4.1. For determining compliance with Maintenance Requirements, the Independent Engineer may require the Concessionaire to carry out or cause to be carried out tests specified by it in accordance with Good Industry Practice.

19.4.2. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests within 7 (seven) days of the Independent Engineer's request and furnish the results forthwith.

19.4.3. The costs of all tests carried out under this Clause 19.4 shall be borne by the Concessionaire.

19.5. Remedial measures

19.5.1. The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to the Independent Engineer and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be.

19.5.2. Where remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit weekly progress reports until such works are completed in conformity with this Agreement.

19.5.3. The Independent Engineer shall require the Concessionaire to carry out tests to determine that such remedial measures have brought the Project Facilities into compliance with the Maintenance Requirements, and the procedure set forth in Clause 19.4 shall be repeated until the Project Facilities conform to the Maintenance Requirements.

19.5.4. In the event remedial measures are not completed by the Concessionaire in conformity with this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under Clause 17.8 and to carry out the remedial measures in accordance with Clause 17.9.

19.6. Cricket Match Hosting Report

The Concessionaire shall furnish to the Authority on an annual basis within 90 (ninety) days after the close of each Accounting Year, a comprehensive Cricket Match Hosting Report covering:

(i) number of domestic and international cricket matches hosted;

(ii) BCCI/IPL/State Association events conducted;

(iii) attendance figures and ticket revenue;

(iv) corporate box occupancy and hospitality revenue;

(v) broadcast rights and sponsorship revenue;

(vi) pitch condition reports and curator certification;

(vii) compliance with BCCI/ICC playing conditions; and

(viii) player, official and media feedback on facilities.

19.7. Independent Engineer's actions

19.7.1. The Independent Engineer shall, within 15 (fifteen) days of receipt of the O&M Inspection Report, forward a copy thereof to the Authority with its comments and/or recommendations, if any.

19.7.2. The Independent Engineer may also submit to the Authority an Annual O&M Performance Report summarising:

(i) compliance with Maintenance Requirements and Maintenance Manual;

(ii) recurring maintenance issues requiring attention;

(iii) safety audit findings and rectification status;

(iv) recommendations for preventive maintenance; and

(v) overall operational performance assessment.

19.8. Penalty for deficiency

In case any deficiency or defect in the maintenance or operation of the Project Facilities is reported by the Independent Engineer in the O&M Inspection Report or Annual Status Report and the Concessionaire fails to rectify the same within 30 (thirty) days from the date of receipt of such report, the Authority shall be entitled to recover Damages from the Concessionaire equivalent to an amount calculated at the rate of Rs. 50,000 (Rupees Fifty Thousand) for each day until such deficiency is rectified.

19.9. Technical Audit

19.9.1. The Authority may, at its discretion and at its cost, commission periodic technical audits of the operation and maintenance of the Project Facilities through independent experts, focusing on:

(i) structural safety and integrity;

(ii) compliance with BCCI/ICC standards for cricket venues;

(iii) fire safety and life safety systems;

(iv) electrical and mechanical systems performance;

(v) IT and security systems functionality; and

(vi) environmental compliance.

19.9.2. The Concessionaire shall extend full cooperation to such technical audit teams and implement recommendations arising therefrom within timelines specified by the Authority.

ARTICLE 20: COMPUTER SYSTEMS

20.1. Computer Systems and network

20.1.1. The Concessionaire shall install, operate and maintain computer systems and networks for the Project Facilities, including:

(i) **Integrated Ticketing and Access Control System** for the International Cricket Stadium covering ticket sales, entry gates, corporate boxes, VIP access and season passes;

(ii) **Stadium Management System** for real-time monitoring of critical infrastructure including floodlighting, scoreboard, CCTV surveillance, PA system, fire safety systems and environmental controls;

(iii) **Event Management System** for match scheduling, booking management, inventory control and revenue tracking;

(iv) **Property Management System (PMS)** for Club House operations including reservations, check-in/check-out, billing and housekeeping;

(v) **Parking Management System** for automated parking fee collection, vehicle tracking and occupancy monitoring;

(vi) **Revenue Management System** integrating all revenue streams (tickets, hospitality, parking, F&B, sponsorships, advertising);

(vii) **CCTV and Security Management System** with centralized control room monitoring;

(viii) **Public Address and Digital Signage System** for announcements, emergency communications and advertising;

(ix) **Maintenance Management System** for work orders, preventive maintenance scheduling and inventory management; and

(x) **Customer Relationship Management (CRM) System** for ticketing database, loyalty programs and feedback collection.

20.1.2. The computer systems and networks shall have the following minimum specifications:

(i) **Round-the-clock connectivity** to the networks of the Authority and Independent Engineer for real-time data exchange and remote monitoring;

(ii) **High availability** with minimum 99.5% uptime for critical systems (ticketing, CCTV, stadium management, security);

(iii) **Redundant systems** including backup servers, power supplies and network links;

(iv) **Cybersecurity** measures including firewalls, intrusion detection, data encryption and regular security audits;

(v) **Disaster recovery** systems with off-site data backups and business continuity plans;

(vi) **Scalability** to handle peak loads during major cricket matches and events; and

(vii) **Interoperability** with BCCI/IPL/State Association systems for match operations and broadcasting.

20.1.3. The Concessionaire shall ensure that all computer systems:

(i) comply with Applicable Laws relating to data protection, cybersecurity and electronic transactions;

(ii) maintain data integrity, confidentiality and availability;

(iii) provide audit trails and access logs for all critical transactions; and

(iv) generate real-time and periodic reports required under Articles 19 and 21.

20.2. Data Exchange and Reporting

20.2.1. The computer systems shall facilitate data exchange with the Authority's designated portal, including:

(i) Safety and security alerts and incident reporting;

(ii) Maintenance status and work order completion.

20.2.2. The Concessionaire shall provide secure API access to the Authority for the above data streams, subject to appropriate cybersecurity protocols.

20.3. Authority Access Rights

20.3.1. The Concessionaire shall provide the Authority and Independent Engineer with:

(i) User credentials for authorised personnel with defined access levels;

(ii) Periodic data exports in standard formats (CSV, Excel, PDF); and

(iii) Custom reports as may be reasonably required.

20.3.2. All access shall be subject to:

(i) appropriate cybersecurity protocols and authentication;

(ii) logging and audit trails of all access activities; and

(iii) compliance with Applicable Laws relating to data protection.

20.4. Back-up Systems

The Concessionaire shall maintain:

(i) Daily automated backups of all critical data with off-site storage;

(ii) Weekly full system backups tested for restoration;

(iii) Disaster recovery site capable of resuming operations within 4 (four) hours; and

(iv) Business continuity plans tested annually.

20.5. Standards and Compliance

All computer systems shall comply with:

(i) BIS standards for hardware and software quality;

(ii) ISO 27001 for information security management;

(iii) PCI-DSS for payment card security (ticketing and parking systems);

(iv) Applicable Laws relating to data localisation, privacy and cybersecurity; and

(v) Good Industry Practice for stadium and clubhouse IT systems.

20.6. Maintenance and Upgrades

The Concessionaire shall:

(i) undertake regular software updates, patches and system maintenance;

(ii) replace obsolete hardware within warranty periods or 5 (five) years, whichever is earlier;

(iii) conduct annual cybersecurity audits by independent experts; and

(iv) implement system upgrades to maintain performance standards.

20.7. Integration with External Systems

The Concessionaire shall ensure seamless integration of computer systems with:

(i) BCCI/IPL/State Association match management and broadcasting systems;

(ii) Payment gateways for online ticketing and parking payments;

(iii) Third-party F&B and hospitality operators through standard APIs;

(iv) Emergency services for real-time alerts and coordination; and

(v) Municipal utilities for consumption monitoring and billing.

20.8. Data Ownership and Usage

All data generated by the computer systems shall be owned by the Concessionaire, provided that:

(i) the Authority shall have perpetual royalty-free license to use such data for regulatory, statistical and public reporting purposes;

(ii) the Concessionaire shall provide data extracts as required under this Agreement; and

(iii) all data shall be maintained in compliance with Applicable Laws.

20.9. Non-compliance and Damages

Failure of computer systems resulting in:

(i) downtime exceeding 4 (four) hours for critical systems during event days;

(ii) data loss or corruption affecting ticketing, revenue or safety records; or

(iii) cybersecurity breach compromising User data or safety systems,

shall attract Damages at the rate of Rs. 50,000 (Rupees Fifty thousand) per hour of downtime or per incident.

20.10. Hand-back Requirements

20.10.1. Upon expiry or termination of this Agreement, the Concessionaire shall handover all computer systems serving the Project Site to the Authority in working condition, including:

(i) all hardware, software licenses and documentation;

(ii) complete data archives for the Concession Period;

(iii) administrator access credentials and system manuals;

(iv) training for Authority personnel on system operations; and

(v) 6 (six) months post-handover technical support.

20.10.2. Computer systems serving Commercial Facilities shall continue under the Concessionaire's responsibility as per Commercial Site lease terms.

ARTICLE 21: INDEPENDENT ENGINEER

21.1. Appointment of Independent Engineer

21.1.1. The Authority shall appoint a professional engineering firm from the list of empanelled Independent Engineers approved by the Concessionaire (the **"Independent Engineer"**) within 60 (sixty) days from the date of this Agreement to discharge the duties and functions of the Independent Engineer in accordance with the provisions of this Agreement.

21.1.2. The Independent Engineer shall be appointed by the Authority for a term extending upto one year beyond COD, and such appointment shall be deemed to constitute the written consent of the Concessionaire.

21.2. Duties and functions

The duties and functions of the Independent Engineer shall include review and verification of:

(i) Detailed Project Report (DPR), Master Plans, Detailed Engineering Drawings, Specifications and Standards for the Mandatory Development Obligations;

(ii) Construction progress during Construction Period against Project Completion Schedule (Schedule-E);

(iii) compliance with Specifications and Standards, Maintenance Requirements, Safety Requirements and Applicable Laws;

(iv) tests conducted by the Concessionaire during Construction Period and Operation Period;

(v) Annual Status Reports and O&M Inspection Reports submitted by the Concessionaire;

(vi) Change of Scope proposals and estimates; and

(vii) such other duties and functions as may be expressly set forth in this Agreement.

21.3. Specific duties during Construction Period

21.3.1. The Independent Engineer shall undertake the following specific duties during the Construction Period:

(i) review and approve designs, drawings, specifications and construction methodologies within 15 (fifteen) days of submission by the Concessionaire;

(ii) issue monthly Construction Inspection Reports under Article 13;

(iii) supervise Tests under Article 14 and issue Test Certificates;

(iv) issue MDO Completion Certificate and Provisional Certificates under Article 14;

(v) certify payments due to Concessionaire during construction;

(vi) assist Authority in evaluating Change of Scope proposals under Article 16;

(vii) conduct safety audits and compliance verification; and

(viii) monitor compliance with Applicable Permits and BCCI/ICC requirements.

21.4. Specific duties during Operation Period

21.4.1. The Independent Engineer shall undertake the following specific duties during the Operation Period:

(i) review Annual Status Reports under Article 19 and issue comments within 15 (fifteen) days;

(ii) conduct Annual inspections and issue O&M Inspection Reports;

(iii) verify compliance with Maintenance Requirements and Safety Requirements;

(iv) review annual Maintenance Programme and updates to Maintenance Manual;

(v) conduct periodic tests for compliance verification; and

(vi) assist in remedial measures monitoring.

21.5. Extension of appointment

The Authority may, in consultation with the Concessionaire, extend the term of appointment of the Independent Engineer beyond the Concession Period for such duration as may be necessary for finalisation of accounts, audit and hand-back certification.

21.6. Status of Independent Engineer

21.6.1. Neither the Independent Engineer nor its Key Personnel shall have the authority to amend, modify or vary any provision of this Agreement nor shall they have the authority to represent either Party in any dealings with any other person.

21.6.2. Subject to the provisions of Clauses 21.1 and 21.8, the Independent Engineer shall have no liability or obligation to the Concessionaire or the Authority for any matter arising out of or in relation to this Agreement.

21.7. Appointment of officers

21.7.1. The Independent Engineer shall appoint a full-time Resident Engineer having qualifications and experience in cricket stadium construction and such other qualified personnel as may be necessary for effective discharge of its duties.

21.7.2. The Independent Engineer shall submit to the Authority and the Concessionaire the profiles of the Resident Engineer and Key Personnel within 15 (fifteen) days of appointment.

21.7.3. The Authority and the Concessionaire may, within 15 (fifteen) days of receipt of such profiles, object to the appointment of any person on reasonable grounds relating to qualifications or conflict of interest.

21.8. Remuneration and costs

21.8.1. The remuneration of the Independent Engineer shall be determined and paid by the Authority and shall be reimbursed by the Concessionaire in accordance with the following mechanism:

(i) During Construction Period: Shared equally between Authority and Concessionaire or as mutually agreed;

(ii) During Operation Period: Shared equally between Authority and Concessionaire or as mutually agreed, if Independent Engineer is appointed jointly.

21.8.2. All costs and expenses incurred by the Independent Engineer in discharge of its duties shall be reimbursed to it by the Authority and the Concessionaire in the same proportion as specified in Clause 21.8.1.

21.9. Termination of appointment

21.9.1. The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 27.1.

21.9.2. If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the decision of the Authority thereon shall be final. . In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 21.1.

21.10. Authorised signatories

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

21.11. Dispute resolution

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

21.12. Interim Arrangement

In the event that the Authority does not appoint an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority, may, in the interim, designate and authorise any person to discharge the functions of the Independent Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Independent Engineer, and such functions shall be discharged as and when an Independent Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause 21.12 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

PART IV
FINANCIAL COVENANTS

ARTICLE 22: FINANCIAL CLOSE

22.1. Financial Close

22.1.1. The Concessionaire shall achieve Financial Close within 180 (one hundred eighty) days from the Execution Date or such extended period up to 90 (ninety) days as may be permitted by the Authority.

22.1.2. For the purposes of Clause 22.1.1, Financial Close shall mean the fulfilment by the Concessionaire of the following conditions:

(i) execution of Financing Agreements with the Senior Lenders for the debt component of the Total Project Cost;

(ii) execution of Equity Subscription Agreements with Sponsors/Shareholders for the equity component of the Total Project Cost;

(iii) procurement of firm commitments from Senior Lenders and equity investors for the required financing;

(iv) opening and funding of the Escrow Account in accordance with the Escrow Agreement;

(v) execution of all requisite agreements including Escrow Agreement, Substitution Agreement, and Senior Lender Direct Agreement;

(vi) submission to the Authority of:

(a) true copies of all Financing Agreements duly executed;

(b) certificate from Statutory Auditors confirming financial closure;

(c) legal opinion from Lenders' Counsel confirming validity and enforceability of Financing Agreements; and

(d) such other documents as the Authority may reasonably require.

22.2. Failure to achieve Financial Close

22.2.1. Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 29.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 22.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived off by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 22.2.1 shall not apply.

22.2.2. Upon Termination under Clause 22.2.1, the Authority shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, or has occurred in the event of occurrence of a Force Majeure Event under Article 29, it shall, upon Termination, return the appropriated proceeds of the Performance Security along with the Damages due and payable under Clause 4.2.

ARTICLE 23: VIABILITY GAP FUNDING

23.1. Grant of Viability Gap Funding

23.1.1. In accordance with the terms of the Financial Bid and the Letter of Award, the Authority shall provide to the Concessionaire a Viability Gap Funding (**"VGF"**) Grant of Rs. [●] (Rupees [●] only), payable in accordance with the terms and conditions set forth in this Article 23.

23.1.2. The VGF Grant represents the net capital grant required from the Authority as quoted by the Selected Bidder, and shall constitute full and final consideration for any financial support from the Authority towards the Total Project Cost.

23.2. Disbursement Schedule

23.2.1. The VGF Grant shall be disbursed in [●] instalments linked to achievement of pre-defined construction milestones for the Mandatory Development Obligations (MDO), as certified by the Independent Engineer and set forth in Schedule [●] (VGF Disbursement Schedule).

23.2.2. The indicative disbursement milestones shall be as follows, subject to finalisation in the Letter of Award and certification of Independent Engineer on the construction milestone:

(i) 1st Instalment: 25% upon completion of works amounting to 50% of Total Project Cost

(ii) 2nd Instalment: 50% upon completion of MDO

(iii) Final Instalment: six months after completion of MDO and entry thereof in commercial operations

23.3. Conditions Precedent to Disbursement

23.3.1. Each instalment of the VGF Grant shall be released only upon fulfilment of the following conditions, to the satisfaction of the Authority:

(a) certification by the Independent Engineer that the relevant milestone has been achieved in accordance with the provisions of Article 13 (Monitoring during Construction);

(b) the Concessionaire having achieved and maintained Financial Close in accordance with Article 22;

(c) confirmation that the equity portion of the Total Project Cost has been infused by the Sponsors in accordance with the Financial Model approved by the Senior Lenders and the Authority;

(d) no continuing Concessionaire Event of Default or material breach of the Financing Agreements; and

(e) submission of a written requisition by the Concessionaire, accompanied by the Independent Engineer's certificate and other supporting documents as may be reasonably required by the Authority.

23.4. Disbursement Mechanism

23.4.1. Each instalment of the VGF Grant shall be credited directly by the Authority into the Escrow Account opened in accordance with the Escrow Agreement.

23.4.2. The VGF Grant shall be applied exclusively towards Total Project Cost as defined in the Financing Agreements and the approved Financial Model.

23.4.3. The Authority shall effect disbursement within 15 (fifteen) banking days of receipt of a valid requisition under Clause 23.3.1, provided all conditions precedent are satisfied.

23.5. Adjustments and Withholding

23.5.1. The Authority may withhold or deduct from any instalment of the VGF Grant:

(a) any amounts due and payable by the Concessionaire to the Authority under this Agreement, including but not limited to liquidated damages for delay in achieving MDO Completion;

(b) any overpayment made in previous instalments, as determined by audit; or

(c) any amounts required to cure defects or deficiencies identified by the Independent Engineer in the achievement of milestones.

23.5.2. In the event of Termination prior to full disbursement of the VGF Grant, any undisbursed amount shall either be forfeited to the Authority or adjusted against Termination Payments, as applicable under Article 32 (Termination).

23.6. Representations and Warranties

The Concessionaire acknowledges that the VGF Grant has been quantified based on the Financial Bid and the approved Financial Model, and undertakes not to seek any enhancement, revision or additional grant during the Concession Period on account of cost overruns, delays or Change in Law, except as expressly provided in Article 36 (Change in Law).

23.7. Records and Audit

23.7.1. The Concessionaire shall maintain separate books of account for utilisation of the VGF Grant, and shall provide quarterly utilisation certificates certified by its Statutory Auditors to the Authority.

23.7.2. The Authority and/or its nominated auditors shall have the right to inspect and audit such records at any time during the Concession Period for 3 (three) years thereafter.

23.8. No Interest or Indexation

The VGF Grant shall be disbursed without any interest, indexation or escalation, and the nominal amount specified in Clause 23.1.1 shall constitute the final entitlement of the Concessionaire.

ARTICLE 24: UPFRONT CONCESSION PREMIUM (IF APPLICABLE)

24.1. Payment Obligation

The Concessionaire shall pay to the Authority, and the Authority shall be entitled to receive from the Concessionaire, an upfront concession premium (the "**Upfront Concession Premium**") in the aggregate amount of Rs. [●] (Rupees [●] only), being the amount specified in the Financial Bid of the Selected Bidder as accepted by the Authority pursuant to the Letter of Award (the "**LOA**").

24.2. Time for Payment

24.2.1. Subject to the provisions of Clause 24.2.2, the Upfront Concession Premium shall be paid by the Concessionaire to the Authority in full prior to the Appointed Date and no later than 90 (ninety) days from the issuance of the LOA.

24.2.2. Notwithstanding anything contained in Clause 24.2.1, in the event the Appointed Date does not occur within 180 (one hundred eighty) days from the date of this Agreement for reasons solely attributable to the Authority, the due date for payment of the Upfront Concession Premium shall stand extended by a period equal to such delay. Provided that any such extension shall be without prejudice to the Concessionaire's obligations under other provisions of this Agreement.

24.3. Mode of Payment

24.3.1. The Upfront Concession Premium shall be paid by the Concessionaire by way of electronic transfer of funds (RTGS/NEFT/IMPS) to such bank account as the Authority may designate by notice to the Concessionaire, free from any lien, charge, encumbrance, deduction, set-off, counterclaim or withholding whatsoever save and except to the extent required under Applicable Law.

24.3.2. The Concessionaire shall, within 3 (three) days of making payment of the Upfront Concession Premium, furnish to the Authority evidence of remittance thereof acceptable to the Authority.

24.4. Consequences of Delay or Default

24.4.1. If the Concessionaire fails to pay the Upfront Concession Premium in full by the due date stipulated in Clause 24.2.1, the Concessionaire shall pay Damages to the Authority in an amount calculated at the rate of 0.1% (zero point one per cent) of the Upfront Concession Premium for each day of delay until full payment is received by the Authority.

24.4.2. Without prejudice to its other rights and remedies under this Agreement, the Authority shall be entitled to encash and appropriate the Performance Security or any part thereof as is necessary to recover the Damages specified in Clause 24.4.1, without prejudice to its right to recover the balance of the whole or any part thereof from the Concessionaire or any other security or by any other means available to the Authority.

24.5. Appropriation

24.5.1. Subject to the provisions of Clause 24.5.2, all amounts received by the Authority from the Concessionaire under this Article 24 shall be applied towards satisfaction of the Upfront Concession Premium in the following order:

(a) all accrued Damages under Clause 24.4.1;

(b) any other amounts due to the Authority under this Agreement; and

(c) the balance towards principal amount of the Upfront Concession Premium.

24.5.2. The Authority shall have full discretion to determine the order of appropriation of amounts received from the Concessionaire under this Article 24.

24.6. Tax Liability

24.6.1. The Concessionaire shall bear, pay and discharge all applicable taxes, duties, cesses, levies or other imposts whatsoever (collectively, **"Taxes"**) levied or imposed under Applicable Law in respect of the Upfront Concession Premium.

24.6.2. In the event any deduction or withholding is required to be made from the Upfront Concession Premium by the Concessionaire under Applicable Law, the Concessionaire shall gross up the payment such that the Authority receives the full amount specified in Clause 24.1.1, and shall furnish to the Authority the original tax deduction certificate within 7 (seven) days of making such deduction.

24.7. No Waiver

Save and except as expressly provided in this Agreement, no delay or omission by the Authority to exercise any right, power or remedy accruing to it upon any non-payment of the Upfront Concession Premium or other default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such non-payment or default.

ARTICLE 25: USER FEE

25.1. Collection and appropriation of User Fee by the Concessionaire

25.1.1. Subject to and in accordance with the provisions of this Agreement and Applicable Laws, the Concessionaire shall have the exclusive right during the Concession Period to levy, demand, collect and appropriate User Fee from Users utilising the Project Facilities.

25.1.2. "User Fee" shall mean all fees, charges, tariffs, rentals or payments whatsoever levied by the Concessionaire on Users for access to, use of or services provided by the Project Facilities, including but not limited to match tickets, parking charges, facility hire charges, food and beverage revenues, merchandise sales and commercial rentals.

25.2. Determination and Revision of User Fee

25.2.1. The Concessionaire shall be entitled to determine User Fee throughout the Concession Period on a market-driven basis, subject only to:

(i) rates prescribed by Applicable Laws or BCCI/ICC guidelines for international cricket matches;
(ii) Good Industry Practice; and
(iii) non-discrimination amongst similarly placed Users.

25.3. Collection, Deposit and Records

25.3.1. All User Fee collected by the Concessionaire shall accrue exclusively to the Concessionaire as Project Revenue and shall be deposited forthwith into the Escrow Account in accordance with the Escrow Agreement.

25.3.2. The Concessionaire shall maintain electronic records of User Fee collection, segregated by category and facility and shall be furnished to the Authority as specified in Article 19, reconciled with Escrow deposits.

25.4. User Disputes

The Concessionaire shall exclusively handle all User complaints, disputes or claims relating to User Fee and shall indemnify and hold harmless the Authority from any liability arising therefrom.

25.5. Venue Hire Charges

The Concessionaire shall have the right to charge venue hire/rental fees from event organisers (including BCCI, IPL franchises, other cricket associations) for use of the stadium facilities, such fees to be determined on a commercial basis.

The venue hire charges shall be waived for Government use for a maximum of five (5) days in each calendar year, provided that such dates are scheduled at least one (1) month in advance. In case of any damages or utility consumptions during such events, they would be borne at actuals by the Authority.

Venue hire charges shall constitute User Fee under this Article 25 and accrue exclusively to the Concessionaire.

25.6. Prohibited Activity

Religious congregation, political rallies, political gatherings, election-related events or activities of a political nature are prohibited within the Project site.

ARTICLE 26: ESCROW ACCOUNT

26.1. Escrow Account

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

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

26.2. Deposits into Escrow Account

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

(a) all monies received in relation to the Project from Banks, Senior lenders, shareholders, the Authority or its representatives, and insurance companies;

(b) All fee any other revenues from or in respect of the Project Facilities, including the proceeds of any rentals, venue hire charges, deposits, advances, capital receipts or insurance claims; and

(c) All payments by the Authority, after deduction of any outstanding Lease Rent, Damages and penalties;

Provided that the Senior Lenders may make direct disbursements to the EPC Contractors / Contractors /Vendors in accordance with the express provisions contained in this behalf in the Financing Agreements.

26.3. Withdrawals during Concession Period

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

(a) Statutory Dues: All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Project Construction: All payments relating to the construction of the Project Facilities in accordance with the milestones defined in Schedule G;

(c) O&M Expenses: Operations and Maintenance expenses

(d) Authority Dues: All dues payable to the Authority including lease rent, liquidated damages, taxes and any other amounts under this Agreement;

(e) Debt Service: Monthly proportionate provision of Debt Service (interest and principal) due to Senior Lenders;

(f) Subordinated Debt: Debt service payments in respect of Subordinated Debt;

(g) Reserve Requirements: Any reserve requirements set forth in the Financing Agreements; and

(h) Balance: Remaining balance to be paid to the Concessionaire upon fulfilment of all above obligations.

26.3.2. The Concessionaire shall not in any manner modify the order of payment specified in Clause 26.3.1, except with the prior written approval of the Authority.

26.4. Withdrawals upon Termination

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

(a) all taxes due and payable by the Concessionaire for and in respect of the Project / Project Facilities developed on the Project Site;

(b) Debt Due excluding Subordinated Debt;

(c) outstanding Lease Rent;

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

(e) retention and payments relating to the liability for defects and deficiencies set forth in Article-34;

(f) outstanding Debt Service;

(g) outstanding Subordinated Debt;

(h) incurred or accrued O&M Expenses;

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

(j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-Clause (j) of this Clause 26.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article-33.

26.4.2. The provisions of this Article-26 and its instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 26.4.1 have been discharged.

26.5. Commercial Site Revenues

26.5.1. Subject to Applicable Laws, the Concessionaire may inform the Authority, and the Senior lenders (if any) financing the Commercial Site/Commercial Facilities, establish and operate a separate escrow account for all revenues, receipts and other inflows arising from or in relation to the Commercial Site and the Commercial Facilities (the **"Commercial Escrow Account"**).

26.5.2. The Parties agree that establishment of the Commercial Escrow Account shall not derogate from the Concessionaire's obligation to deposit Project Revenues into the Escrow Account in accordance with this Article 26 and the Escrow Agreement.

ARTICLE 27: INSURANCE

27.1. Insurance during Concession Period

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

27.2. Insurance Cover

Without prejudice to the provisions contained in Clause 27.1, the Concessionaire shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:

(i) All Risk Property Insurance covering the full replacement value of the Project Assets;

(ii) Marine Cargo Insurance (during construction) covering transportation, storage, installation and testing of equipment and materials;

(iii) Contractors All Risk Insurance (during construction period);

(iv) Third Party Liability Insurance covering bodily injury, death and property damage;

(v) Workmen's Compensation Insurance in accordance with Applicable Laws;

(vi) Professional Indemnity Insurance covering design and engineering risks;

(vii) Product Liability Insurance covering defects in products/services;

(viii) Business Interruption Insurance covering loss of Project Revenues;

(ix) Public Liability Insurance covering spectator and public risks at the Stadium; and

(x) Any other insurance required under the Financing Agreements or Applicable Laws.

(xi) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (x) above.

27.3. Notice to the Authority

No later than 30 (thirty) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this **Article-27**. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the decision of the Authority shall be final.

27.4. Evidence of insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article-27 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

27.5. Remedy for failure to insure

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

27.6. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 27 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter cilia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

27.7. Concessionaire's waiver

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

27.8. Application of insurance proceeds

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

27.9. Compliance with Conditions of Insurance Policies

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

ARTICLE 28: ACCOUNTS AND AUDIT

28.1. Audited Accounts

28.1.1. The Concessionaire shall maintain books of accounts recording all its receipts, income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by the Concessionaire under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by the Concessionaire under this Agreement.

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

28.1.3. The Concessionaire shall maintain books of accounts recording all its payment receipts (including all payments made to Contractors, suppliers, vendors, sub-contractors, etc. towards the construction of the MDO on the Project Site), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Audited Statement of Accounts pertaining to the utilization of the Grant (if provided by the Authority) and interest, if any accrued from the same, towards the construction of the MDO. The Audited Statement along with the Asset Register and list shall be duly certified by the Statutory Auditor of the Concessionaire.

28.2. Appointment of Auditors

28.2.1. The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm having at least 3 (three) chartered accountants on its rolls. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

28.2.2. The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Authority, subject to the replacement Statutory Auditor being appointed as per the provisions of the Companies Act.

28.2.3. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the **"Additional Auditors"**) from the Panel of Chartered Accountants to audit and verify all those matter, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

28.3. Certification of claims by Statutory Auditors

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

28.4. Set-Off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this clause 28.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

28.5. Dispute Resolution

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

PART V
FORCE MAJEURE AND TERMINATION

ARTICLE 29: FORCE MAJEURE

29.1. Force Majeure

29.1.1. As used in this Agreement, the expression **"Force Majeure"** or **"Force Majeure Event"** shall, save and except as expressly provided otherwise, mean occurrence in India of any act, event or circumstance, or a combination of acts, events and/or circumstances, if it affects the performance by the Party claiming the benefit of Force Majeure (the **"Affected Party"**) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

29.1.2. Without prejudice to the generality of Clause 29.1.1, Force Majeure Events may include one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption;

(b) chemical or radioactive contamination or ionising radiation;

(c) fire or explosion to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site;

(d) strikes or boycotts other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them, interrupting supplies and services to the Project Facilities for a continuous period of 3 (three) days and an aggregate period exceeding 30 (thirty) days in an Accounting Year;

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

(f) any delay or failure of an overseas contractor to deliver equipment in India if such delay or failure is caused outside India by an event specified in sub-clause (a) above and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such contractor;

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

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

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

29.1.3. The Parties expressly agree that Force Majeure shall not include:

(a) any event or circumstance which is attributable to any act, omission, negligence, default or breach of this Agreement by the Affected Party; or

(b) any event or circumstance which the Affected Party could have prevented or overcome by exercise of due diligence and following Good Industry Practice; or

(c) shortage of funds, failure to achieve Financial Close, or commercial hardship.

29.2. Duty to report Force Majeure Event

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

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 29 with evidence in support thereof;

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

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

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

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

29.2.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 29.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

29.3. Effect of Force Majeure Event on the Concession

29.3.1. Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfilment of Conditions Precedent and for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event. In addition, the period set forth for achieving the applicable Commercial Operation Date(s) / Project Milestones shall be extended by a period equal in length to the duration of the Force Majeure Event.

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

(a) before the Commercial Operation Date, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) after the Commercial Operation Date, whereupon the Concessionaire is unable to collect User Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during

which the Concessionaire was prevented from collection of User Fee on account thereof.

29.4. Allocation of costs arising out of Force Majeure

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

29.4.2. Upon occurrence of a Force Majeure Event after the Appointed Date, the Parties shall bear their respective costs and shall rely, where applicable, on Insurance Cover and application of insurance proceeds in accordance with Article 27 (Insurance), Article 26 (Escrow Account) and the Financing Agreements.

29.4.3. Save and except as expressly provided in this Article 29, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

29.5. Termination Notice for Force Majeure Event

29.5.1. If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith.

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

29.6. Termination Payment for Force Majeure Event

29.6.1. Upon Termination of this Agreement on account of a Force Majeure Event under Clause 29.5, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

29.6.2. For the avoidance of doubt, the expression Insurance Cover shall have the meaning ascribed to it in this Agreement and shall include all insurances required to be taken out by the Concessionaire but not actually taken, and when used in the context of any act or event, shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event.

29.6.3. The Termination Payment under this Clause 29.6 shall be subject to and payable in accordance with the provisions relating to payment mechanics, timelines and interest for delayed payment set forth in the Termination Payment Article of this Agreement, mutatis mutandis.

29.7. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of

such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

29.8. Excuse from performance of obligations

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

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

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

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

ARTICLE 30: COMPENSATION FOR BREACH OF AGREEMENT

30.1. Compensation for default by the Concessionaire

30.1.1. In the event of breach by the Concessionaire of any of its obligations under this Agreement, save and except as expressly provided otherwise, the Concessionaire shall be liable to pay to the Authority, by way of Damages, such sums as are expressly stipulated in this Agreement for such breach, and where no such sums are stipulated, the Authority shall be entitled to recover Damages in accordance with Clause 30.1.2, without prejudice to the Authority's rights under Article 32 Termination and other provisions of this Agreement.

30.1.2. Where Damages are not expressly stipulated for a breach, and such breach has caused or is likely to cause material loss or risk to safety, public order, integrity of the Project Site/Project Facilities or the Authority's rights, the Authority may, by notice, require the Concessionaire to:

(a) cure such breach within the period specified in such notice; and/or

(b) pay Damages, as a genuine pre-estimate of loss, in an amount determined by the Authority, acting reasonably and in good faith, having regard to the nature and consequences of the breach and Good Industry Practice;

provided that the Concessionaire shall be entitled to refer any dispute on quantum or attribution to the Dispute Resolution Procedure.

30.1.3. Public safety and event-readiness: Without limiting the generality of the foregoing, if the Concessionaire fails to comply with Safety Requirements, crowd management norms, fire/life safety, structural safety certification, or any Applicable Permit conditions which may reasonably affect safe hosting of events/matches or public access, the Authority may (in addition to other remedies):

(a) direct immediate remedial measures;

(b) suspend use of the affected facility/area until cure, to the extent necessary for safety; and

(c) recover from the Concessionaire the costs reasonably incurred by the Authority in taking such measures, as certified by the Authority (or the Independent Engineer where applicable), and such amounts shall be payable as Damages and may be recovered through the Performance Security and/or Escrow mechanism in accordance with this Agreement.

30.2. Compensation for default by the Authority

30.2.1. In the event of breach by the Authority of any of its obligations under this Agreement, save and except as expressly provided otherwise, the Authority shall be liable to pay to the Concessionaire such Damages, costs or payments (if any) as are expressly stipulated in this Agreement for such breach.

30.2.2. Where Damages are not expressly stipulated for a breach by the Authority, the Concessionaire's relief shall be limited to such reliefs as are expressly provided under this Agreement (including extension of time where applicable, Change in Law compensation where applicable, and Termination Payment where applicable), and the Concessionaire shall not be entitled to claim any consequential or indirect losses.

30.3. Extension of Concession Period

30.3.1. The Parties acknowledge that for construction and completion-related delays, extension of time (including extension of Project Milestones/Completion Date/Concession Period where applicable) is a primary remedy under this Agreement, and shall be available only to the extent expressly provided herein.

30.3.2. No extension of time shall be granted to the Concessionaire where the delay is attributable to the Concessionaire, its Contractors, or any Person claiming through or under it, save and except as otherwise expressly provided in this Agreement.

30.4. Compensation to be in addition

Unless expressly provided otherwise, the payment of any Damages or compensation under this Article 30 shall be in addition to:

(a) the right of the Authority to require cure and/or take remedial measures under this Agreement;

(b) the right to encash and appropriate Performance Security in accordance with Article 9;

(c) the right to direct withdrawals/appropriation through the Escrow mechanism in accordance with Article 26; and

(d) the right of either Party to terminate this Agreement in accordance with Article 32.

30.5. Mitigation of costs and damage

30.5.1. Each Party shall take all reasonable steps to mitigate the loss, damage or costs arising from any breach by the other Party, consistent with Good Industry Practice.

30.5.2. The Affected Party shall not be entitled to recover any portion of Damages that could have been avoided by the exercise of reasonable mitigation measures.

30.6. No consequential claims

Save and except as expressly provided in this Agreement, neither Party shall be liable to the other for any loss of profit, loss of business opportunity, loss of revenue, or any indirect or consequential loss arising out of any breach of this Agreement.

30.7. Set-off

Where any amount is due and payable by the Authority to the Concessionaire under this Agreement, the Authority may, without prejudice to any other right or remedy, set-off any sums payable by the Concessionaire to the Authority and pay the balance remaining, if any, in accordance with the provisions of this Agreement.

30.8. Dispute resolution

Any dispute relating to (i) the occurrence of a breach, (ii) attribution, (iii) quantum of Damages, or (iv) the reasonableness of cure periods and remedial measures under this Article 30 shall be resolved in accordance with the Dispute Resolution Procedure; provided that the Authority's directions issued on grounds of public safety shall be complied with forthwith pending resolution of the Dispute.

ARTICLE 31: SUSPENSION OF CONCESSIONAIRE'S RIGHTS

31.1. Suspension upon Concessionaire Default

31.1.1. Upon occurrence of a Concessionaire Event of Default and during the continuance thereof, the Authority may, without prejudice to its other rights and remedies under this Agreement including the right of Termination, by notice in writing (the **"Suspension Notice"**) to the Concessionaire, suspend all or any of the rights of the Concessionaire under this Agreement (the **"Suspension"**), to the extent the Authority deems necessary for protection of public interest, safety of Users, preservation of the Project Facilities/Project Site and/or safeguarding the Authority's rights hereunder.

31.1.2. The Suspension Notice shall specify:

(a) the nature of the Concessionaire Event of Default;

(b) the rights proposed to be suspended and the scope of Suspension;

(c) the date on and from which Suspension shall take effect;

(d) the actions required to cure the Concessionaire Event of Default and the time period allowed for cure; and

(e) the interim arrangements, if any, for continued safe operations of the Project Facilities.

31.1.3. Notwithstanding anything to the contrary contained in this Agreement, Suspension under this Article 31 may be imposed immediately (including with effect from the date of the Suspension Notice) where the Authority determines, acting reasonably and in good faith, that such Concessionaire Event of Default:

(a) poses an imminent risk to public safety, structural integrity, fire/life safety, crowd management, or security at the Stadium or any Project Facility; or

(b) is likely to result in material damage to the Project Site/Project Facilities or material interruption of essential services.

31.2. Scope and effect of Suspension

31.2.1. During Suspension, the Concessionaire shall not exercise such rights as are specified to be suspended in the Suspension Notice, and the Authority shall be entitled to take such measures as are necessary and reasonable to:

(a) ensure safe access and orderly use of the Project Facilities;

(b) maintain minimum operations of the Project Facilities, including utilities, safety systems, security, and emergency response arrangements; and

(c) prevent deterioration, misuse, damage or encumbrance of the Project Site/Project Facilities.

31.2.2. For the avoidance of doubt, Suspension may include one or more of the following (as relevant to a stadium project):

(a) suspension of the Concessionaire's right to host events/matches in the Stadium;

(b) suspension of the Concessionaire's right to open any Project Facility or part thereof to Users;

(c) suspension of the Concessionaire's right to collect User Fee/charges in respect of the suspended facility/area;

(d) suspension of approvals/permissions otherwise requiring Authority concurrence (if any) until cure; and

(e) restriction on creation of any third-party rights, contractual arrangements, marketing/licensing/venue hire arrangements in respect of the suspended facility/area.

31.2.3. Payment obligations of the Concessionaire to the Authority which have accrued prior to Suspension shall remain unaffected, and Suspension shall not relieve the Concessionaire of any of its obligations under this Agreement except to the extent their performance is prevented by the Suspension.

31.3. Authority to act on behalf of Concessionaire

31.3.1. Upon Suspension, the Authority may, for the period of Suspension, either directly or through any Person authorised by it, perform or procure performance of such obligations of the Concessionaire as the Authority may deem necessary for:

(a) safety and security of Users, spectators, staff and invitees;

(b) protection and preservation of the Project Facilities; and

(c) continuity of essential services and minimum maintenance.

31.3.2. The Authority shall use reasonable efforts to ensure that any action taken under Clause 31.3.1 is proportionate to the requirements of safety and preservation and is limited to the scope and duration of the Suspension.

31.3.3. The costs, expenses and charges incurred by the Authority in carrying out its obligations under Clause 31.3.1 (the **"Suspension Costs"**) shall be recoverable from the Concessionaire as Damages, and the Authority shall be entitled to recover the same by:

(a) appropriation of the Performance Security (pro tanto); and/or

(b) withdrawal/appropriation through the Escrow mechanism in accordance with this Agreement; and/or

(c) any other remedy available under this Agreement or Applicable Law.

31.4. Concessionaire's obligations during Suspension

31.4.1. During Suspension, the Concessionaire shall:

(a) continue to comply with all Applicable Laws and Applicable Permits;

(b) provide full assistance, access, records, manuals and data reasonably required by the Authority for safe interim operations;

(c) ensure that its Contractors, operators and facility managers cooperate with the Authority; and

(d) not do or omit to do any act which may prejudice the Authority's ability to manage the Project Facilities during Suspension.

31.4.2. The Concessionaire shall, within the period specified in the Suspension Notice, cure the Concessionaire Event of Default to the satisfaction of the Authority (and where relevant, the Independent Engineer / competent statutory authority for safety certifications).

31.5. Revocation of Suspension

31.5.1. Upon the Concessionaire curing the Concessionaire Event of Default and paying all Suspension Costs and other dues payable to the Authority (or making arrangements acceptable to the Authority for payment thereof), the Authority shall, by notice in writing (the **"Revocation Notice"**), revoke the Suspension and restore the suspended rights, subject to such conditions as the Authority may reasonably require in the interest of safety and orderly operations.

31.5.2. Revocation of Suspension shall not:

(a) operate as a waiver of any prior breach; or

(b) prejudice the Authority's rights to recover Damages, Suspension Costs or to invoke any other remedy, including Termination, in respect of the relevant default.

31.6. Substitution of Concessionaire

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

31.7. Termination

31.7.1. At any time during the period of Suspension under this Article 31, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 31.6, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 32 as if it is a Concessionaire Default.

31.7.2. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked or extended within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 31.6, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

31.8. No liability of Authority

Save and except as expressly provided in this Agreement, the Authority shall not be liable to the Concessionaire for any loss of revenue, loss of profit, loss of business opportunity or any other consequential loss arising out of or in connection with any Suspension imposed under this Article 31, it being agreed that Suspension is a protective remedy invoked on account of Concessionaire Event of Default.

ARTICLE 32: TERMINATION

32.1. Termination for Concessionaire Default

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

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

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

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

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

(e) COD does not occur within the period specified in Clause 15.1 and continues to be in default beyond a period of 180 (one hundred and eighty) days;

(f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;

(g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

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

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

(j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

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

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

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

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

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

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

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

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

(s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Contracts; and provided that:

i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Contracts;

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

iii. each of the Project Contracts remains in full force and effect;

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

(u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

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

(w) the Concessionaire issues a Termination Notice in violation of the provisions of the Agreement;

(x) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

(y) the Concessionaire commits an Operation & Maintenance default resulting in adverse notice from ICC/ BCCI on pitch / Project facilities for 3 (three) instances in 2 (two) years despite necessary recourse measures.

(z) any other event which has been specifically mentioned in this Concession Agreement as Concessionaire Default.

32.1.2. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 32.1.3.

32.1.3. The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 32.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement.

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

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

32.2. Termination for Authority Default

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

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

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

(c) the Authority fails to provide the Right of Way required for construction of the Project on at least 90% (ninety per cent) of the total area of the Project Site required and necessary for the Project; or

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

32.2.2. Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of a Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the

Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

32.3. Termination Payment

32.3.1. Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.

For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD, save and except as provided in Clause 32.3.3.

32.3.2. Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

(a) Debt Due; and

(b) 120% (one hundred and twenty per cent) of the Adjusted Equity.

Provided that the lease for the Commercial Site shall continue for the remainder of the lease term in the event that the Agreement in terminated on account of Authority Default..

32.3.3. Upon Termination on account of Force Majeure, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% of Debt Due less Insurance Cover.

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

32.3.5. The Concessionaire expressly agrees that Termination Payment under this Article 32 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

32.4. Certain limitations on Termination Payment

32.4.1. Termination Payment, due and payable under this Agreement shall be computed with reference to the Debt Due and Adjusted Equity, as the case may be, in accordance with the provisions of this Agreement. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment. The Parties further agree that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from the Total Project Cost. The Parties also agree that for the purpose of computing Termination Payment, the Debt Due shall at no time exceed 70% (seventy percent) of the Total Project Cost.

32.4.2. The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. Provided, however, that the provisions of this Clause 32.4.2 shall not apply in the Concessionaire does not notify the particulars of any foreign currency loans within 60 (sixty) days of the date of conversion of such foreign currency loans into Indian Currency. Provided further that all borrowings in foreign currency shall be restricted to the financing of Total Project Cost and any borrowings in excess thereof shall not qualify for computation of Termination Payment.

32.5. Other rights and obligations of the Authority

Upon Termination, the Authority shall:

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

(b) unless Termination is on account of Authority Default, take possession and control of the Commercial Site along with any structures developed/ constructed therein;

(c) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Project Site;

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

(e) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 33.1; and

(f) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Contracts as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Contracts from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Contracts, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

32.6. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 33: DIVESTMENT OF RIGHTS AND INTERESTS

33.1. Divestment Requirements

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

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

(b) deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

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

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

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

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

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

33.1.2. Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Contracts to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

33.2. Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire specifying the time, date and venue of such verification and/ or inspection, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 34 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 33.

33.3. Cooperation and assistance on transfer of Project

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

33.3.2. The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

33.4. Vesting Certificate

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

33.5. Divestment costs etc.

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

33.5.2. In the event of any dispute relating to matters covered by and under this Article 39, the Dispute Resolution Procedure shall apply.

ARTICLE 34: DEFECTS LIABILITY AFTER TERMINATION

34.1. Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 30 (thirty) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 34.2 or from the Performance Security provided thereunder.

34.2. Retention in Escrow Account

34.2.1. Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of clause 34.2.3, a sum equal to Operations Performance Security for the year immediately preceding the year in which the Transfer Date occurs shall be retained in the Escrow Account for a period of 120 (one hundred twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of clause 34.1.

34.2.2. Without prejudice to the provisions of clause 34.2.1, the Independent Engineer shall carry out an inspection of the Project Site / Project / Project Facilities at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project Site / Project / Project Facilities is such that a sum larger than the amount stipulated in clause 34.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

34.2.3. The Concessionaire may, for the performance of its obligations under this Article 34, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under clause 34.2.1 or 34.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the **"Performance Security"**), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to tis other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Security for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 34. Upon furnishing of a Performance Security under this clause 34.2.3, the retention of funds in the Escrow Account in terms of clause 34.2.1 or 34.2.2, as the case may be, shall be dispensed with.

PART VI
OTHER PROVISIONS

ARTICLE 35: ASSIGNMENT & CHARGES

35.1. Restrictions on assignment and charges

35.1.1. Subject to Clauses 35.2 and 35.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

35.1.2. Subject to the provisions of Clause 38.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Contract to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

35.2. Permitted assignment and charges

35.2.1. Subject to the provisions of Clause 35.1 and the Substitution Agreement, the Concessionaire may, with the prior written consent of the Authority (which shall not be unreasonably withheld or delayed), create or permit to subsist any Encumbrance by way of mortgage, pledge, hypothecation, assignment or charge, in favour of the Senior Lenders (acting through the Lenders' Representative), over:

(a) the Project Assets (excluding, for the avoidance of doubt, the Project Site, which is granted to the Concessionaire on licence and in which no mortgage or charge over the land may be created);

(b) the Project Revenues and all monies lying to the credit of, and the rights and interests of the Concessionaire in, the Escrow Account and the Sub-Accounts;

(c) the proceeds of insurance and all claims, receivables and rights to receive insurance proceeds in respect of the Project, to the extent permitted under Applicable Law and the Financing Agreements;

(d) the Concessionaire's rights, title and interest under the Project Contracts and other Transaction Documents, by way of assignment of receivables and/or assignment of contractual rights (but not assignment of obligations), in each case to the extent permitted thereunder; and

(e) the Concessionaire's rights and interests under this Agreement, to the extent and in the manner permitted under the Substitution Agreement (provided that no such Encumbrance shall be construed as a transfer of the Concessionaire's obligations hereunder).

(f) the Concessionaire's leasehold interest in the Commercial Site and the Commercial Facilities, by way of mortgage/charge, strictly in accordance with, and subject to, the Commercial Site Lease Deed (Schedule-S) and this Agreement.

35.2.2. Distinction between Project Site and Commercial Site

(a) Project Site: The Concessionaire acknowledges that the Project Site is made available on a licence basis for the Concession Period and no Encumbrance over the Project Site (land) shall be created; provided that Encumbrances over Project Assets and Project Revenues shall be permissible in accordance with Clause 35.2.1.

(b) Commercial Site: The Concessionaire may create an Encumbrance over its leasehold rights in the Commercial Site and the Commercial Facilities, subject always to: (i) prior written consent of the Authority (not to be unreasonably withheld or delayed); (ii) compliance with the Registration Act, 1908 and other Applicable Laws; (iii) the

Encumbrance being expressly subordinated to, and not derogating from, the rights of the Authority under this Agreement and the Commercial Site Lease Deed; and (iv) the Senior Lenders' step-in/substitution rights being exercisable only in accordance with the Substitution Agreement.

35.3. Substitution Agreement

35.3.1. The Concessionaire shall, prior to Financial Close, procure that the Senior Lenders (acting through the Lenders' Representative) enter into and execute with the Authority a substitution agreement (the **"Substitution Agreement"**) substantially in the form set forth in Schedule-Q.

35.3.2. The Substitution Agreement shall, inter alia, provide for:

(a) the right of the Senior Lenders to substitute the Concessionaire, either by itself or through a nominee, upon occurrence of a Concessionaire Default and in accordance with the provisions thereof;

(b) applicable Cure Periods and the procedure for exercise of step-in rights and substitution;

(c) the process, timelines and conditions for approval by the Authority of such substitution, which approval shall not be unreasonably withheld or delayed;

(d) continued performance of the obligations relating to the Project (including continuity of construction/operation and maintenance of the Mandatory Development Obligations) during the step-in/substitution process; and

(e) a separate cure/step-in regime for defaults relating solely to the Commercial Site/Commercial Facilities which do not materially affect the Mandatory Development Obligations and/or Safety Requirements, in accordance with this Agreement and the Commercial Site Lease Deed.

35.4. Assignment by the Authority

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

ARTICLE 36: CHANGE IN LAW

36.1. Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds Rs.5 crore (Rupees five crore) in any Accounting Year, the Concessionaire may so notify the Authority and propose extension of the Concession Period. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on the period of extension of the Concession period, subject to a maximum extension of 5 years over and above the scheduled Concession period of 35 years

For the avoidance of doubt, it is agreed that this Clause 36.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

36.2. Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds Rs. 5 crore (Rupees five crore) of the Project Revenues in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 36.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

36.3. Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 36 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

36.4. No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users either directly or indirectly by revision of the market driven User Fees appropriately, duly considering the uniform implications of the Change in Law to the Industry.

ARTICLE 37: LIABILITY AND INDEMNITY

37.1. General indemnity

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

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

37.2. Indemnity by the Concessionaire

37.2.1. Without limiting the generality of Clause 37.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

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

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

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

(d) any act or omission of the Concessionaire, its employees, agents, officers and/or directors, whether undertaken pursuant to this Agreement;

(e) the defective performance or non-performance of its obligations hereunder or under any contract awarded pursuant to this Agreement; and/ or

(f) any breach of any warranty, representation or covenant given in connection with this Agreement.

37.2.2. Without limiting the generality of the provisions of this Article 40, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign

patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

37.3. Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 37 (the **"Indemnified Party"**) it shall notify the other Party (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

37.4. Defence of claims

37.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 40, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

37.4.2. If the Indemnifying Party has exercised its rights under Clause 37.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

37.4.3. If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

1. the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
2. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
3. the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
4. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
    i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
    ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 40.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

37.5. No consequential claims

Notwithstanding anything to the contrary contained in this Article 37, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

37.6. Survival on Termination

The provisions of this Article 37 shall survive Termination.

ARTICLE 38: RIGHTS AND TITLE OVER THE PROJECT SITE AND COMMERCIAL SITE

38.1. Nature of Rights

38.1.1. The Authority shall make available the Project Site to the Concessionaire on a licence basis for the Concession Period, solely for implementation of the Project and performance of the Concessionaire's obligations under this Agreement, and such licence shall not confer any ownership rights, title or interest in the Project Site to the Concessionaire.

38.1.2. The Authority shall make available the Commercial Site to the Concessionaire on a lease basis for the lease term stipulated in the Commercial Site Lease Deed, and the lease shall confer only leasehold rights for the specified term and shall not confer any ownership rights, title or interest in the Commercial Site to the Concessionaire.

38.2. Restrictions and Encumbrances

38.2.1. The Concessionaire shall not create or permit the creation of any Encumbrance over the Project Site, save and except as expressly permitted under this Agreement and the Substitution Agreement (if any).

38.2.2. The Concessionaire shall not create or permit the creation of any Encumbrance over the Commercial Site or its leasehold rights therein, save and except as expressly permitted under this Agreement and the Commercial Site Lease Deed (and where applicable, the Substitution Agreement).

38.3. Access rights of the Authority and others

38.3.1. The Concessionaire shall allow free access to the Project Site and Commercial Site at all times for the authorised representatives of the Authority, Senior Lenders, and the Independent Engineer, and for the persons duly authorised by any Government Instrumentality to inspect the Project Site / Project / Project Facilities and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

38.3.2. The Concessionaire shall, allow free access to the Project Site and the Commercial Site at all times for the authorised persons of the Authority.

38.4. Property taxes and utilities

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

38.4.2. Property Tax in respect of the Project Site at the applicable rate shall be remitted by the Concessionaire on behalf of the Authority.

38.4.3. In case of any default in payment of property tax as specified in clause 38.4.1, the Authority shall have the right to recover the same through forfeiture of the Performance Security or the Operations Performance Security, as the case may be, or any other amounts due or becoming due to the Concessionaire under this Agreement, without prejudice to any other remedies available to the Authority, including Termination for Concessionaire Default as specified as Clause 32.1.

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

38.5. Handover of Project Site and Commercial Site

38.5.1. Upon expiry of the Concession Period by efflux of time or upon earlier Termination of this Agreement for any reason whatsoever, the Concessionaire shall, on the Transfer Date, hand over the Project Site and the Project Facilities thereon to the Authority, at zero cost, free from all Encumbrances and in accordance with the Divestment/Transfer provisions of this Agreement.

38.5.2. For the avoidance of doubt, the Concessionaire's licence in respect of the Project Site shall automatically stand extinguished on the Transfer Date and the Concessionaire shall have no right to continue to occupy or use the Project Site thereafter.

38.5.3. Commercial Site—termination consequences. Notwithstanding anything to the contrary contained in this Agreement or the Commercial Site Lease Deed, the Parties expressly agree as follows:

(a) Termination due to Concessionaire Default.

If this Agreement is terminated on account of a Concessionaire Default, then the Commercial Site lease shall, on and from the Transfer Date, stand terminated, and the Commercial Site together with all rights, title and interest of the Concessionaire therein (including leasehold rights) shall revert to and vest in the Authority, free from all Encumbrances, at zero cost.

(b) Termination due to Force Majeure.

If this Agreement is terminated on account of Force Majeure under Article 29, then the Commercial Site lease shall, on and from the Transfer Date, stand terminated, and the Commercial Site together with all rights, title and interest of the Concessionaire therein (including leasehold rights) shall revert to and vest in the Authority, free from all Encumbrances, at zero cost.

(c) Termination due to Authority Default or expiry upon completion of Concession Period (efflux of time).

Notwithstanding anything to the contrary contained in this Agreement, if this Agreement is terminated on account of an Authority Default, or if this Agreement expires upon completion of the Concession Period by efflux of time, then such termination or expiry (as the case may be) shall not, by itself, terminate, prejudice or otherwise affect the Commercial Site Lease Deed. In such event, the lease of the Commercial Site shall continue in full force and effect for its full term of 60 (sixty) years in accordance with the Commercial Site Lease Deed (Schedule-Q), and the Concessionaire shall continue to enjoy its leasehold rights and perform its obligations thereunder (including payment of lease rent and compliance with Applicable Laws), until expiry of the said 60-year term or earlier termination of the Commercial Site Lease Deed in accordance with its terms.

38.5.4. Commercial Site handback upon expiry of lease period

(a) Upon expiry of the lease term of 60 (sixty) years in respect of the Commercial Site in accordance with the Commercial Site Lease Deed, the Concessionaire shall hand over

to the Authority the Commercial Site together with all Commercial Facilities (and all improvements, structures and fixtures) standing thereon.

(b) The handback/transfer under Clause 38.5.4 (a) shall be at zero cost to the Authority, free and clear of all Encumbrances, and the Commercial Site and Commercial Facilities shall be delivered in good and operable condition, subject to normal wear and tear.

38.5.5. The Concessionaire shall procure that all sub-leases/sub-licences created by it on the Commercial Site (if permitted) contain provisions enabling the Authority to step-in/attorn and continue such arrangements at the Authority's option, to the extent consistent with Clause 38.5.3 and the terms of the Commercial Site Lease Deed.

38.5.6. The Concessionaire shall execute and deliver all such documents and do all such acts and things as may be necessary to effectuate the reversion/continuance contemplated under Clause 38.5.3, including surrender/handback instruments (where applicable), discharge of Encumbrances and delivery of records, plans and approvals to the extent permissible.

ARTICLE 39: DISPUTE RESOLUTION

39.1. Dispute resolution

39.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **"Dispute"**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 39.2.

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

39.2. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Expert to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Expert or without the intervention of the Independent Expert, either Party may require such Dispute to be referred to the Principal Secretary of the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 39.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Adjudication in accordance with the provisions of Clause 39.3.

39.3. Adjudication by a Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to conciliation under Clause 39.2, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law

ARTICLE 40: DISCLOSURE

40.1. Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme, the Maintenance Requirements and the Safety Requirements (hereinafter collectively referred to as the **"Specified Documents"**), free of charge, during normal business hours on all working days at the Concessionaire's Registered Office and at the Project. The Concessionaire shall prominently display at the Project, public notices stating availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on "no profit no loss" basis.

40.2. Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on "no profit no loss" basis.

40.3. Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 40.1 and 40.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 40.1 and 40.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 41: COMPLAINTS REDRESSAL

41.1. Complaints Register

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

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

41.1.3. Without prejudice to the provisions of Clauses 41.1.1 and 41.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

41.2. Redressal of complaints

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

41.2.2. Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

ARTICLE 42: MISCELLANEOUS

42.1. Governing law and jurisdiction

42.1.1. Governing Law:

This Agreement, its interpretation, and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of India.

42.1.2. Jurisdiction:

Subject to the dispute resolution provisions in Article 39, the courts at Coimbatore / Chennai, Tamil Nadu, as applicable, shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

42.1.3. Interim Relief:

Notwithstanding the dispute resolution agreement, either Party may apply to the courts at Coimbatore, Tamil Nadu for interim or conservatory relief, including interim injunctions and orders for protection or preservation of property, and such application shall not be deemed a waiver of the right to arbitrate.

42.2. Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

42.3. Depreciation

For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project Assets shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

42.4. Delayed payments

42.4.1. The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such

period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars.

42.4.2. Unless otherwise specified in the Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 2% (two percent) above the SBI MCLR applicable at the time such penalty is applied. The recovery of such interest shall be without prejudice to the rights of the Parties under this Agreement, including the right of Termination thereof.

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

42.5. Waiver

42.5.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

42.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

42.6. Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority or the Independent Engineer of any Project Contract, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

42.7. Exclusion of implied warranties etc.

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

42.8. Survival

42.8.1. Termination shall:

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

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

42.8.2. All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

42.9. Entire Agreement

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

42.10. Severability

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

42.11. No partnership

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

42.12. Third parties

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

42.13. Successors and assigns

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

42.14. Notices

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

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to

the Authority; provided that notices or other communications to be given to an address outside the city specified in sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority;

Attention:

Designation:

Address:

Email:

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the addressed given below and be addressed to the person named below with a copy delivered to the Authority's Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier;

Attention:

Designation: Managing Director, TIDCO

Address: 19-A, Rukmini Lakshmipathy Road, Egmore, Chennai-600008, Tamil Nadu, India.

Email: cmd@tidco.com

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

42.15. Language

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

42.16. Counterparts

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

ARTICLE 43: DEFINITIONS

43.1. Definitions

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

"Accounting Year" shall mean the financial year comprising a period of 12 consecutive months ending on March 31 of any year; provided however that the first Accounting Year shall mean the period commencing on the Appointed Date and ending on the immediately succeeding 31st March. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date;

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

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in Price Index occurring between the first day of the month of Appointed Date and the Reference Date;

(b) from COD and until the 5th(fifth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the **"Base Adjusted Equity"**)and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in Price Index occurring between COD and the Reference Date; and

(c) after the 5th (fifth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.30% (zero point three zero per cent) thereof at the commencement of each month following the 5th(fifth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in Price Index occurring between COD and the Reference Date;

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

"Affected Party" shall have the meaning set forth in Clause 29.1;

"Agreement" or **"Concession Agreement"** means this Agreement, including its Recitals, schedules and annexures hereto, as of the date hereof as may be amended or supplemented, from time to time, in accordance with the provisions hereto;

"Appendix" shall have the meaning set forth in Clause 10.3.1;

"Applicable Laws" means any statute, law promulgated or brought into force and effect by GoI or the State Government of Tamil Nadu (GoTN) including rules, regulations and notifications made thereunder, bye-law, ordinance made thereunder and judgments, decrees, injunctions, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, promulgated or brought into force and effect by GoI/ GoTN, having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project / Project Facilities during the subsistence of this Agreement.

"Appointed Date" means the date on which all the Conditions Precedents of the Concessionaire as mentioned in Article 4.1.3 are either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement. ;

"Associate" or **"Affiliate"** means, in relation to either Party {the Bidder/ Consortium Member}, a person who controls, is controlled by, or is under the common control with such Party {Bidder/ Consortium}. (As used means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or contract or otherwise);

"Authority Default" shall have the meaning as set forth in Clause 32.2.1;

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

"Architectural Design" shall have the meaning set forth in Clause 12.1.2;

"Authority" shall have the meaning ascribed thereto in the array of Parties, set forth in the Recitals above;

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

"Bid" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium) in response to the Request for Proposals in accordance with the provisions thereof;

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

"Bid Security" means the security provided by the {Concessionaire/ Consortium) to the Authority along with the Bid in a sum of Rs. 5,00,00,000 (Rupees Five Crores only, in accordance with the Request for Proposals, and which has been substituted by the Performance Security;

"Bid Value" means the single financial parameter quoted by the Selected Bidder in its Financial Bid, representing the net financial flow to or from the Authority, expressed as either a VGF/Grant or a Concession Premium;

"Change in Law" means occurrence of any of the following events after the execution of this Agreement:

(a) enactment of any new Applicable Indian Law;

(b) the repeal in whole or in part (unless re-enacted with the same effect) or modification of any existing Applicable Indian Law;

(c) the commencement of any Indian Law which has not been entered into effect until the Bid Date;

(d) the change in interpretation or application of any Applicable Indian Law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date;

(e) any change in the rates of any taxes that have a direct effect on the Project;

For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk.

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/Consortium Members} as (i) remain same in case it is a single entity until COD and shall hold not less than 51% (fifty one percent) until 5th (fifth) anniversary of COD and (ii) remain same in Consortium until COD and Lead Member and Member experience considered for technical eligibility shall hold 26% (twenty six per cent) until 5th (fifth) anniversary of COD. Provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to 5th (fifth) anniversary of COD, shall constitute Change in Ownership.

"Change in Scope" shall have the meaning set forth in Clause 16.1;

"Commercial Facilities" means the facilities to be developed by the Concessionaire on the Commercial Site as specified in Schedule-B and comprising commercial offices, retail spaces and shopping complexes, hospitality projects including hotels and serviced apartments, or any combination thereof in such proportions as determined by the Concessionaire, and shall include all structures, works, and equipment forming part thereof.

"Commercial Site" means the land parcel measuring approximately 10.18 (ten point one eight) acres made available by the Authority to the Concessionaire for development of Commercial Facilities on a lease for a period of 60 (sixty) years on nominal lease rent of Rs. 1000/- (Rupee One Thousand only) per acre per annum, as more particularly described in Schedule-A2, and includes all improvements and structures constructed thereon.

"Commercial Escrow Account" shall have the meaning ascribed to it in Clause 26.5.1;

"Commercial Operations" shall have the meaning set forth in sub-Clause15.1.1;

"Commercial Operation Date" shall have the meaning set forth in Clause 15.1.1;

"Commercial Site Lease Deed" means the lease deed to be executed between the Authority and the Concessionaire for leasing the Commercial Site for a period of 60 years substantially in the form set forth in Schedule-Q.

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

"Competing Facility" shall have the meaning set forth in Clause 6.3;

"Completion Certificate" shall have the meaning set forth in Clause 14.1;

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

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

"Concession Period" means a period of 35 (thirty-five) years commencing from the Appointed Date and including the Construction Period of 5 (five) years, and shall, unless terminated earlier in accordance with the provisions of this Agreement, expire at 2400 hours on the day immediately preceding the 35th (thirty-fifth) anniversary of the Appointed Date;

"Concessionaire Default" shall have the meaning set forth in Clause 32.1.1;

"Conditions Precedent" shall have the meaning set forth in Clause 4.1.1;

[**"Consortium"** shall have the meaning set forth in Recital;}

{**"Consortium Member"** means a company specified in Recital as a member of the Consortium;}

"Construction Period" means the period of 5 (five) years commencing from the Appointed Date and ending on the MDO Completion Date, or such extended period as may be permitted under this Agreement;

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

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

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

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the independent consultant hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the independent consultant to accord their approval;

"DBFOT" or **"Design, Build, Finance, Operate and Transfer"** shall have the meaning set forth in Recital;

"Damages" shall have the meaning set forth in Sub-clause (y) of Clause 1.2.1;

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

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the capital cost of the Project (the **"Principal"**) but excluding any part of the principal that had fallen due for repayment 2 (two) year prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due 1 (one) year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

(c) any Subordinated Debt which is included in the Financial Package and disbursed by Senior lenders for financing the Total Project Cost;

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

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

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

"Development Period" means the period from the date of this Agreement until the Appointed Date;

"Dispute" shall have the meaning as set forth in Clause 39.1.1

"Dispute Resolution Procedure" means the procedure for resolution of Disputes as forth in Article 39.

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Article 33.1;

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

"Designs and Drawings" means the conceptual and detailed designs, detailed drawings and engineering, project master plans, backup technical information required for the Project Facilities and all calculations, samples, patterns, models, specifications and other technical information relating to the Project, submitted by the Concessionaire from time to time for approval in accordance with the provisions of this Agreement and shall include 'as built' drawings of the Project;

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

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

"Encumbrances" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Site;

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

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

"Escrow Agreement" shall have the meaning as set forth in clause 26.1.2;

"Escrow Bank" shall have the meaning as set forth in Clause 26.1.1;

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

"Execution Date" shall mean the date on which the Parties hereto have executed this Agreement;

"Financial Close" means the date on which the Financing Agreements providing for funding by the Senior Lenders have become effective and conditions if any for draw down of fund have been met by the Concessionaire such that the Concessionaire has immediate access to such sanctioned funding under the Financing Agreements and as such the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

"Financial Model" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the

Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

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

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.2;

"Force Majeure" or **"Force Majeure Event"** shall have the meaning ascribed to it in Clause 29.1;

"GOI/ GoI" means the Government of India;

"GOTN/ GoTN" means the Government of Tamil Nadu;

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

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

"Indemnified Party" means the Party obligated to indemnify the other Party pursuant to Article 37;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 37;

"Independent Engineer" shall have the meaning as set forth in Clause 21.1;

"Indirect Political Event" shall have the meaning as set forth in Clause 29.3

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 27, and includes all insurances required to be taken out by the Concessionaire under Clause 27.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

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

"Letter of Award" or **"LOA"** means the letter No. [ ] dated [ ] issued by the Authority to the Bidder / Concessionaire and referred to in the Recital;

"Lead Member" shall have the meaning as set forth in Recital.

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

"Maintenance Manual" shall have the meaning as set forth in clause 17.3;

"Maintenance Programme" shall have the meaning as set forth to it in clause 17.4.1;

"Mandatory Development Obligations" or **"MDO"** means the facilities and infrastructure that the Concessionaire is mandatorily required to design, engineer, finance, procure, construct, develop, commission, operate, maintain and manage on the Project Site during the Concession Period, as specified in Schedule-B, and comprising:

(i) International Cricket Stadium with minimum seating capacity of 25,000 persons and associated facilities;

(ii) Club House and

(iii) Parking Facilities required for the International Cricket Stadium.

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

"MDO Completion Date" means the date on which the Mandatory Development Obligations are completed and the Completion Certificate is issued by the Independent Engineer in accordance with Article 14, certifying that the International Cricket Stadium, Club House and Parking Facilities have been developed in conformity with the Specifications and Standards and are ready for commercial operations;

"O&M" means the operation and maintenance of the Project Facilities as detailed under Article 17 and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of User Fee in accordance with the provisions of this Agreement;

"O&M Contracts" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractors for performance of all or any of the O&M obligations;

"O & M Contractor" means the persons, if any, with whom the Concessionaire has entered into an O&M Contracts for discharging O&M obligations for and on behalf of the Concessionaire;

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

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

"Other Permissible Facilities" or **"OPF"** means the additional facilities that the Concessionaire may, at its option, develop on the Project Site subject to compliance with Applicable Laws and Development Control Regulations, as specified in Schedule-B, including sports retail facilities, banquet halls, and other facilities as may be proposed by the Concessionaire and approved by the Authority.

"Panel of Chartered Accountants" shall have the meaning as set forth in Clause 28.2.1;

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

"Performance Security" shall mean the irrevocable and unconditional Bank Guarantee provided by the Concessionaire from a Scheduled bank having a branch in Chennai, substantially in the format set forth in the RFP document as guarantee for the performance of its obligations in respect of the Project and as more particularly described under Article 9 of this Agreement;

"Political Event" shall have the meaning as set forth in Clause 29.4;

"Person" unless specifically provided otherwise, shall mean any individual, corporation, partnership, joint venture, trust or Government Agency or any other legal entity as the context may admit or require;

"Selected Bidder" shall have the meaning set forth in the array of Parties in the recital;

"Prohibited Activities" means the activities not permitted under the law for the time being in force.

"Project" means the construction, operation and maintenance of the envisaged facilities on the Project Site, subject to the provisions of this Agreement, and includes (i) design, finance, development, construction, implementation, commissioning, marketing, management, operating, maintenance and commercial use of the Project Facilities including MDO and optional Other Permissible Facilities at the Project Site during the Term of the Agreement, (ii) execution of the Works and all activities incidental thereto, such as engineering, testing, commissioning and insurance etc., by the Concessionaire during the Concession Period; (iii) demanding, charging, collecting, retaining, appropriating and revision of tariff with respect to the Project by the Concessionaire at market driven rates in accordance with the provisions hereof and (iv) the transfer of the Project by the Concessionaire to the Authority or its authorized / nominated representative upon the expiry of the term of this concession agreement or an early termination, if any.

"Project Assets" means all tangible and intangible assets relating to and forming part of the Project Site including, but not limited to, (a) rights over the Project Site in the form of Right of Way or otherwise, (b) tangible assets such as the foundation, embankments, buildings, structures, super structures, constructions, additions, alterations or improvements etc. thereof, landscape structures, pavement and walkways, drainage facilities, sign boards, electrical, mechanical, civil, sanitation and other works, other communication equipment, equipment, technology at the Project Site / relating to the Project; (c) financial assets of the Project such as receivables, cash and investments, security deposits for utilities, Project Revenues etc.; (d) the rights of the Concessionaire under the Project Contracts, (e) the Applicable Permits and authorizations relating to or in respect of the Project and (f) insurance proceeds;

"Project Contracts" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract(s), licensing agreements, all agreements relating to Project Facilities and any other agreements or material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project;

"Project Facilities" means the physical works engineered, procured and constructed as a result of the Works being performed and shall include MDO and any optional Other Permissible Facilities developed on the Project Site as set out in Schedule-B and Schedule C;

"Project Site" means the land parcel measuring approximately 20.18 (twenty point one eight) acres made available by the Authority to the Concessionaire for development of the Mandatory Development Obligations and Other Permissible Facilities for the Concession Period of 35 years, as more particularly described in Schedule-A1, and includes all improvements and structures constructed thereon, but excludes the Commercial Site.

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

"Project Revenue" means the aggregate of all pre-tax gross receipts, including all fees, charges, tariffs, rentals, and any other income, whether in cash or in kind, received or receivable by the Concessionaire or any other person from any activity related to or arising out of the Project. This shall be calculated on an accrual basis and shall include, without limitation, user fees (tickets, parking, facility hire), stadium

rentals/venue hire, F&B and merchandise/concessions, advertising/sponsorship, and income from licensees/third-party operators.

Exclusions: Notwithstanding the above, Project Revenue shall explicitly exclude:

- Any Goods and Services Tax (GST) or other indirect taxes and duties collected by the Concessionaire from users and paid/payable to the Government.
- Any revenue generated from the sale of Project Assets or the realization of capital assets.
- Any insurance proceeds (except for proceeds received from business interruption insurance which compensates for loss of revenue).
- Any interest income earned on deposits in the Escrow Account.
- Any Grant/ viability gap funding received from the Authority.

"Request for Proposals" or **"RFP"** shall have the meaning set forth in Recital,

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

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

"Substitute Company" means a company selected by the Senior Lenders and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"Senior Lenders" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire;

"Site" or **"Project Site"** shall have the meaning set forth in Clause 2.1

"Shareholder Agreement" shall have the meaning as set forth in Clause 5.4.1;

"Specified Assets" means and includes all or any of the following:

(a) Project Assets which are constructed, acquired or installed after the 5th (fifth) anniversary of COD, but no later than the 30th (thirtieth) anniversary of the Appointed Date; and

(b) All buildings and immovable fixtures or structures developed on Project Site;

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force;

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

(a) the principal amount of debt provided by Senior lenders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the SBI MCLR in case of loans

expressed in Indian Rupees, but does not include any interest that had fallen due one year prior to the Transfer Date;

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

"Substitution Agreement" shall have the meaning set forth in Clause 35.3;

"Suspension" shall have the meaning set forth in Clause 31.1;

"Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, 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" means determination of this agreement due to expiry of the Concession Period (Efflux of Time) or early determination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement;

"Termination Date" means the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"Termination Notice" means the communication issued in accordance with this Agreement by any one Party to the other Party, terminating this Agreement;

"Termination Payment" means the amount payable by either party, as the case may be, under this Agreement upon Termination;

"Tests" means the tests to be carried out pursuant to this Agreement and include the test to determine the completion of the construction works and certification thereof by the independent consultant prior to Commercial Operations;

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice, as the case may be;

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

(a) the capital cost of the Project, as set forth in the Financial Package;

(b) the actual capital cost of the Project upon completion; and

(c) a sum of Rs. 400 crore (Rupees four hundred crores), less Grant Support;

provided that in the event Price Index Increases, on an average, by more than 3% (three percent) per annum for the period between the date hereof and MDO Completion Date, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in Price Index, in excess of such 3% (three percent), is reflected in the Total Project Cost.

Provided further that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in Price Index or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement;

Provided also that the Total Project Cost shall not exceed the actual capital cost of the constructions works upon completion of the Project;

"Upfront Concession Premium" means the one-time payment by the Concessionaire to the Authority as specified in the LOA and Para M of the Recitals, payable in accordance with Article 24.

"User" means a person including the persons paying a User Fee, visitor or any other person, who uses or intends to use the Project Facilities or any part thereof, including any or all services, on payment of Fees or in accordance with the provisions of this Agreement and Applicable Laws.

"User Fee"/ "Fee" shall have the meaning as ascribed to it in Article 25;

"Vesting Certificate" shall have the meaning set forth in Clause 33.4;

"VGF Grant" or **"Viability Gap Funding Grant"** means the capital grant payable by the Authority to the Concessionaire as specified in the LOA and Para M of the Recitals, payable in accordance with Article 23.

"Works" mean the works under and in accordance with the provisions of this Agreement relating to design, development of Project Site, construction, testing and commissioning of the Project (the **"Construction Works"**), and the operation and maintenance of the Project Facilities, rectifying and remedying of defects therein (the **"O&M Works"**), collectively or singularly as the context may admit or require, including the technology, services and things to be designed, engineered, constructed, installed, equipped, supplied, executed, manufactured, completed, tested, commissioned, rectified, replaced, made good, carried out and undertaken in respect of the Project/Project Facilities and any other permanent, temporary or urgent works required under this Agreement;

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest WPI published no later than 30 (thirty) days prior to the date of consideration, hereunder;

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written

Signed, sealed and delivered by: The Authorised Signatory For and on behalf of [ ] (Authority) Name: Designation: Witness:	Signed, sealed and delivered by: The Authorised Signatory For and on behalf of [ ] (Concessionaire) Name: Designation: Witness:	Signed, sealed and delivered by: The Authorised Signatory For and on behalf of [ ] (Selected Bidder) Name: Designation: Witness:

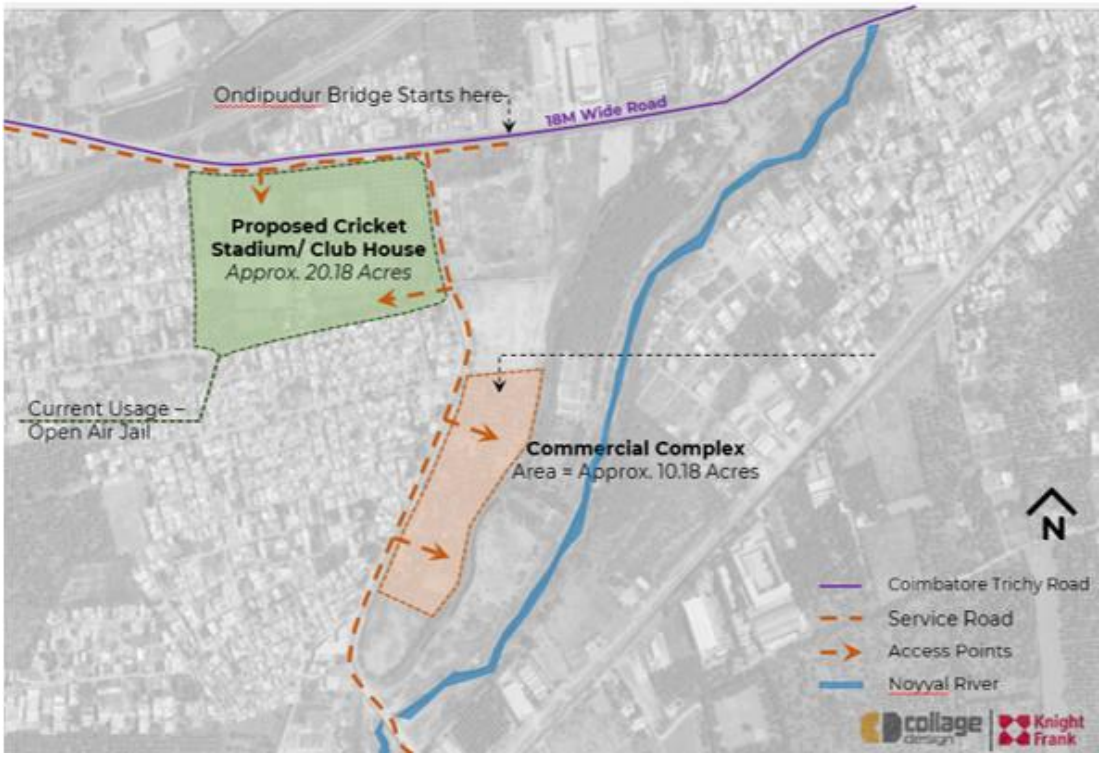
SCHEDULES

SCHEDULE – A1: PROJECT SITE

1. The Project Site

1.1. Project Site shall include the land, Stadium site: 20.18 acre in Singanallur Village, Coimbatore South taluk, Coimbatore district for Cricket Stadium & Club house.

Location Map



Project Site Layout, with site marked as A



1.2. An inventory of the Project Site including the land, trees and any other movable property on, or attached to, the Project Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

2. Conceptual Master Plan for the Project Site



SCHEDULE – A2: COMMERCIAL SITE

1. Commercial Project Site shall include the land: 10.18 acre in Irugur Village, Sulur taluk, Coimbatore district for Commercial purpose.

   Commercial Site Layout marked as B, showing Project Site as A



2. An inventory of the Commercial Site including the land, trees and any other movable property on, or attached to, the Commercial Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

Annex-I

(Schedule-A)

Actual Survey Drawing with delineation of Project Site in Master Plan, Description with reference to plot no, etc to form part of the Concession Agreement

SCHEDULE - B: DEVELOPMENT OF THE PROJECT

Development of the Project shall include Construction of the Project as described in this **Schedule-B**.

Description of Project / Project Facilities / MDO/ OPF

The Scope of the Project (the **"Scope of the Project"**) shall mean and include:

A. Mandatory Development Obligations (MDO)

The Concessionaire shall be mandatorily required to design, engineering, finance, procure, construct, develop, commission, operate, maintain and manage, during the Concession Period, the following facilities on the Project Site:

1. **International Cricket Stadium** with the following minimum specifications:
    - Seating capacity: 25,000 (twenty-five thousand) persons
    - Practice nets: Minimum 5 numbers
    - Corporate boxes: Minimum 25 numbers
    - Media and press areas including commentators' room and written press box
    - VIP lounges and hospitality areas
    - Player amenities including locker rooms, medical facilities, gymnasium
    - Match officials' amenities
    - Spectator facilities including concourse areas, food and beverage outlets, washrooms, parking
    - Field of play with international specifications
    - Stadium lighting system meeting international standards
    - Electronic scoreboard and sight screens
    - All other facilities required for hosting international cricket matches as per BCCI/ICC standards
2. **Club House** for sports development, including:
    - Gymnasium
    - Swimming Pool
    - Other sports facilities such as badminton, indoor sports, etc.
    - Appropriate rooms/suites
    - Restaurant/ Dining and recreational facilities
    - Administrative and support areas
3. **Parking Facilities:** On-site parking facilities required for the International Cricket Stadium, including surface, podium and/or structured parking, in conformity with the Applicable Laws and the norms prescribed in the Master Plan approved by the Authority.

B. Other Permissible Facilities (OPF)

The Concessionaire may, at its option, develop the following additional facilities on the Project Site, subject to compliance with Applicable Laws and Development Control Regulations:

1. **Sports Retail Facilities** integrated with or ancillary to the Cricket Stadium, including but not limited to:
    - Pro-sports stores and equipment retail outlets
    - Sports merchandise shops
    - Training facilities
    - Restaurants and food courts
    - Such other retail facilities as may be appropriate for the Project
2. **Banquet Hall(s)** with associated facilities including:
    - Multi-purpose hall(s) for events, conferences, and functions
    - Pre-function areas and breakout rooms
    - Commercial kitchen and catering facilities
    - Associated parking and service areas
3. **Other Facilities** as may be proposed by the Concessionaire and approved by the Authority, provided such facilities are complementary to the core purpose of the Project and comply with all Applicable Laws and Development Control Regulations.

C. Commercial Facilities

The Concessionaire shall have the right to develop Commercial Facilities on the Commercial Complex Site, comprising:

1. Commercial offices
2. Retail spaces and shopping complexes
3. Hospitality projects including hotels, serviced apartments
4. Any combination of the above in such proportions as determined by the Concessionaire

The development of Commercial Facilities shall be in accordance with:

- The Development Control Regulations applicable to the Commercial Site
- All Applicable Laws, rules, regulations, and bye-laws
- The terms and conditions of the Lease Deed for the Commercial Site
- Good industry practices for commercial real estate development

D. Additional Requirements

1. The stadium shall be a state of art development with a configuration of North Pavillion, South Pavillion, East Stand & West Stand
2. All Design & Engineering shall be done as per latest National & International Design Codes / Latest version of NBC / Latest version of Combined Development Rules issued by Tamil Nadu Government, Green Guide latest edition, Guide for Safety Guidelines for Stadiums. whichever is advanced.
3. Proposed field of play shall be designed to maximum size as per ICC & BCCI standards with Bermuda grass topping with suitable base, Main Pitches - 7 Nos (Minimum), Drainage State of sub air vacuum powered drainage & aeration system, Irrigation system for turfs, Air water separator, Peripheral drains, Practice Pitches: Indoor / Outdoor practice pitches has to be considered with all necessary standards as per ICC / BCCI requirements.
4. Media Pavillion shall include but not limited to Media broadcast area, Broadcast Compound, Lounge, Press Conference, Players waiting area, Media Lobby and Lounge, Kitchen & Storage and other basic & fundamental requirements as required by ICC & BCCI.
5. Players Pavillion shall include but not limited to Players & PMO lobby, 2 x pavilion for players with lounge, locker room, physio room, kit room, coach room, external player dugouts, First aid & doping room, Umpires room, Third Umpire Room, Gym, 2xScorer Room, 2x Referee Room, PMAO Office, VIP lobby, Media lobby & lounge, Control Room, trophy room, Office space for BCCI / State Cricket Association, camera platform, etc., as required by ICC & BCCI.
6. Spectator Stands shall include but not limited to accommodate easy flow of spectators during event days. Each concourse areas shall have adequate vomitories, staircases concession stands, parenting rooms, toilets, etc., Entry from concourse to the respective seats shall be through vomitory openings.
7. Spare Room for event management agency, Lifts, First Aid Rooms, Nursing Room, Pantry and Toilets as required shall be included.
8. Camera Platforms, minimum 4 Commentator's Rooms with lobby & lounge, TV Studio with complete view of FoP, etc
9. All roads and parking area shall be Flexible / Rigid Pavement including all necessary accessories such as kerb stones, road markings, zebra crossings, signages, boom barriers, etc.,
10. Stadium shall be designed to have adequate space for spectator movement, fire tender movement, parking as per Latest version of NBC / Latest version of Combined Development Rules issued by Tamil Nadu Government for the given number of spectators. Dedicated parking for player bus (minimum 4 nos.) reserved parking for police, fire brigade and ambulance, VIP / Club Entry-Exit gates, Dedicated VIP / Club Entry-Exit parking area, Raid-Hailing services Areas, etc.,
11. Entrance Arch for the stadium shall have an artistic Entrance Arch showcasing Government of Tamil Nadu and Development Agency.
12. Signages in the facility including that of Grand Signage and other signages shall be English & Tamil. All internal room signages shall include braille.
13. The Lighting Design for the Cricket Stadium shall be provided as per the illumination parameters followed for International HDTV Broadcast by BCCI. Illumination design for other areas such as spectator stands, service areas, common areas etc are to be worked out separately as per the relevant BIS recommendations for those areas.

14. All Design & Engineering shall be done as per latest National & International Design Codes / Latest version of NBC / Latest version of Combined Development Rules issued by Tamil Nadu Government, whichever is advanced.

15. All MEP services shall include Electrical, HVAC, Fire Protection System, Digital Pubic Addressing and Background Music System, Access Control, CCTV, IPABEX, Building Management System, Plumbing Health Engineering, Fire Fighting, Extra Low Voltage, Solar Photo Voltic, Lifts, as per Standards.

16. The Sight Screen shall be installed as per ICC / BCCI Standards: Qty 2 Nos.

17. GI Panels Cricket Sight Screen(Movable) of size: 40' Length X 20' High (From Ground Level)

18. Panels : Sight Screen Panels are made of unbreakable GI Sheets .

19. GI Sheet Thickness : 1mm

20. Panels Would be Perforated to enable the air to pass through the Sight Screen.

21. White & Black Colour Vinyl would be pasted on each side of the panels.

22. The vinyl panels would provide long lasting , maintenance free & smooth finish.

23. Base : Heavy Duty GI Pipe Structure .

24. Base size : 10ft x 40ft GI Pipe structure of 75 mm Dia & 4 mm Thickness.

25. Colour : One side black colour & other side white colour

26. Paint :Apart from panels rest of the sight screen would be painted by automotive paint

27. Movable : 12 Spl. Turf Wheels Allowing Easy Movement

28. The Digital Score board shall be installed in 3 No.s with the following
    a) Providing & Fixing Pixel 40000 of size 5.76x11.52
    b) Voltage-220 Volt AC 50Hz
    c) Box-Al / Mg alloy die cast cabinet
    d) LED Colour-Full-colour video
    e) Processor per screen
    f) Optic fibre and LAN to optic convertors (120 meter)
    g) MS Vertical poles for holding the structure

SCHEDULE - C: SPECIFICATIONS AND STANDARDS

(see clause 2.1)

Annexed as Volume IV

SCHEDULE - D: APPLICABLE PERMITS

PART-I

I. Applicable Permits prior to Appointed Date

The Concessionaire shall obtain as required under Applicable Laws including by not limited to the following Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Authority in accordance with Clause 4.1.3 of the Agreement:

i. Approval of Project Development / Master Plan from Competent Authority
ii. Building Height clearance from Airports Authority of India (AAI)
iii. Tamil Nadu State Pollution Control Board (TNPCB) and Ministry of Environment, Forest and Climate Change (MoEF & CC)
iv. Approval with reference to Ministry of Environment & Forest notifications 2011 and 2018 (Tree transplantation, tree cutting, afforestation)
v. Fire Services
vi. Other relevant agencies providing Utilities (Power, Water Supply, Sewerage) in the area
vii. Pre Construction Building approval from LPA DTCP Coimbatore & Coimbatore Corporation.
viii. Defence approval
ix. MSB meeting
x. Independent Design check
xi. Consent to Establish for all relevant works

Any other approvals as sought by the Governing Bodies Law / by Law's

PART-II

II. Applicable Permits prior to COD

The Concessionaire shall obtain, as required under Applicable Laws, the following Applicable Permits prior to commencement of the relevant activity:

i. Shops & Establishment Registration
ii. GST / applicable commercial tax Registration
iii. Fire Services
iv. Other relevant agencies providing Utilities (Power, Water Supply, Sewerage) in the area
v. Post Construction Building approval from Coimbatore Corporation.
vi. Consent to Operate for all relevant works
vii. Licenses for utility operations including but not limited to lifts, escalators, swimming pool, diesel generator, firefighting systems, waste management facilities, or storage of flammable liquids, etc.,
viii. Trade licenses for facilities
ix. As Built Drawings & approvals required for obtaining completion certificates from all competent authorities.
x. ICC, BCCI & other competent authorities certification
xi. Green Building certification

SCHEDULE - E: PROJECT COMPLETION SCHEDULE

(see Clauses 4.1, 11.2, 12.1 and Article 13)

1. PROJECT COMPLETION SCHEDULE

During the Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and the Scheduled Project Completion Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify the Authority and the Independent Engineer of such compliance along with necessary particulars thereof.

2. CONSTRUCTION PERIOD

2.1 Construction Period Duration: The Construction Period shall be 60 (sixty) months commencing from the Appointed Date.

2.2 Scheduled Project Completion Date: The Scheduled Project Completion Date shall occur on the date falling 60 (sixty) months from the Appointed Date, or such extended date as may be determined in accordance with the provisions of this Agreement.

2.3 Commercial Operation Date (COD): The Commercial Operation Date shall be the date on which the Concessionaire receives the Completion Certificate from the Independent Engineer certifying completion of the Mandatory Development Obligations (MDO) in accordance with Article 13 of this Agreement.

3. PROJECT MILESTONE-I (Month 6)

3.1 Occurrence of Project Milestone-I: Project Milestone-I shall occur on the date falling on the 180th (one hundred and eightieth) day from the Appointed Date (the "Project Milestone-I").

3.2 Financial Progress Requirements: Prior to the occurrence of Project Milestone-I, the Concessionaire shall have:

1. Expended not less than 10% (ten per cent) of the Total Project Cost for Mandatory Development Obligations as set forth in the Financial Package;
2. Arranged and deployed necessary financial resources for continuation of the Project as per the approved Financial Package;
3. Paid all dues and obligations to the Authority falling due up to Project Milestone-I.

3.3 Physical Progress Requirements: Prior to the occurrence of Project Milestone-I, the Concessionaire shall have:

1. Completed site clearance, boundary marking and initial earthwork on at least 50% (fifty per cent) of the Project Site area;
2. Mobilized key construction equipment, machinery and resources to the Project Site;
3. Established site offices, labour camps, storage facilities and other temporary works;
4. Commenced foundation works for the International Cricket Stadium;
5. Achieved 10% (ten per cent) Physical Progress on Mandatory Development Obligations;
6. Obtained all requisite statutory clearances and Applicable Permits required for construction activities up to this stage.

3.4 Documentation Requirements: Prior to the occurrence of Project Milestone-I, the Concessionaire shall have submitted to the Authority and the Independent Engineer:

1. Updated monthly progress reports for the first 6 months;
2. Detailed construction methodology and quality assurance plan;
3. Health, Safety and Environment (HSE) management plan with records of implementation;
4. Insurance certificates as per Article 27 of this Agreement.

4. PROJECT MILESTONE-II (Month 18)

4.1 Occurrence of Project Milestone-II: Project Milestone-II shall occur on the date falling on the 547th (five hundred and forty-seventh) day from the Appointed Date (the **"Project Milestone-II"**).

4.2 Financial Progress Requirements: Prior to the occurrence of Project Milestone-II, the Concessionaire shall have:

1. Expended not less than 25% (twenty-five per cent) of the Total Project Cost for Mandatory Development Obligations as set forth in the Financial Package;
2. Made timely payments to all Contractors, suppliers and service providers;
3. Maintained the Performance Security in full force and effect.

4.3 Physical Progress Requirements: Prior to the occurrence of Project Milestone-II, the Concessionaire shall have:

1. Completed foundation works and commenced substructure works for the International Cricket Stadium main structure;
2. Completed excavation and foundation works for the Club House;
3. Commenced site preparation and levelling for Parking Facilities;
4. Achieved 25% (twenty-five per cent) Physical Progress on Mandatory Development Obligations;
5. Installed utilities infrastructure (water supply, drainage, sewerage, electrical) covering at least 30% of the Project Site;
6. Completed soil testing, geo-technical investigations and submitted test reports.

5. PROJECT MILESTONE-III (Month 30)

5.1 Occurrence of Project Milestone-III: Project Milestone-III shall occur on the date falling on the 912th (nine hundred and twelfth) day from the Appointed Date (the "Project Milestone-III").

5.2 Financial Progress Requirements: Prior to the occurrence of Project Milestone-III, the Concessionaire shall have:

1. Expended not less than 55% (fifty-five per cent) of the Total Project Cost for Mandatory Development Obligations as set forth in the Financial Package;
2. Achieved substantial construction progress justifying the expenditure incurred;
3. Maintained all insurance policies as per Article 27 and submitted updated insurance certificates.

5.3 Physical Progress Requirements: Prior to the occurrence of Project Milestone-III, the Concessionaire shall have:

1. Completed substructure and substantially advanced superstructure works for the International Cricket Stadium (minimum 70% superstructure);
2. Completed structural works (foundation and superstructure) for the Club House;
3. Substantially completed Parking Facilities structural works (if multi-level parking);
4. Achieved 55% (fifty-five per cent) Physical Progress on Mandatory Development Obligations;
5. Installed electrical, mechanical, plumbing and HVAC systems in at least 40% of the International Cricket Stadium;
6. Completed field of play subgrade preparation and drainage systems for the cricket ground;
7. Commissioned utilities infrastructure covering 70% of the Project Site.

5.4 Quality and Testing Requirements: Prior to Project Milestone-III, the Concessionaire shall have:

1. Completed structural integrity testing for all completed RCC/structural steel works;
2. Submitted as-built drawings for all foundation and substructure works;
3. Obtained third-party quality audit certification for works completed up to this stage;
4. Conducted hydrostatic testing for plumbing and fire-fighting systems installed.

6. PROJECT MILESTONE-IV (Month 48)

6.1 Occurrence of Project Milestone-IV: Project Milestone-IV shall occur on the date falling on the 1,460th (one thousand four hundred sixtieth) day from the Appointed Date (the "Project Milestone-IV").

6.2 Financial Progress Requirements: Prior to the occurrence of Project Milestone-IV, the Concessionaire shall have:

1. Expended not less than 80% (eighty per cent) of the Total Project Cost for Mandatory Development Obligations as set forth in the Financial Package;
2. Cleared all pending payments to Contractors and suppliers for works executed up to this milestone;
3. Ensured availability of funds for completion of the remaining 20% works and commissioning activities.

6.3 Physical Progress Requirements: Prior to the occurrence of Project Milestone-IV, the Concessionaire shall have:

1. Completed 100% structural and superstructure works for the International Cricket Stadium;
2. Completed 100% structural works and 80% interior finishing for the Club House;
3. Completed 100% of all Parking Facilities (surface, podium and/or structured parking);
4. Achieved 80% (eighty per cent) Physical Progress on Mandatory Development Obligations;
5. Completed turf laying and field preparation for the cricket ground;
6. Installed and commissioned 80% of the stadium lighting system (to international standards);
7. Completed installation of electronic scoreboards, sight screens and all field equipment;

8. Completed 100% of utilities infrastructure, internal roads and external works.

6.4 Testing and Commissioning Requirements: Prior to Project Milestone-IV, the Concessionaire shall have:

1. Commenced integrated testing of all MEP systems;
2. Completed load testing of electrical systems and obtained statutory approvals;
3. Conducted fire safety audits and obtained Fire NOC for substantially completed areas;
4. Submitted comprehensive Operation & Maintenance manuals for all systems installed;
5. Conducted trial operations and dry runs for stadium operations and crowd management systems.

7. SCHEDULED PROJECT COMPLETION DATE (Month 60)

7.1 Occurrence of Scheduled Project Completion Date: The Scheduled Project Completion Date shall occur on the date falling on the 1,826th (one thousand eight hundred and twenty-sixth) day from the Appointed Date, or such extended date as may be determined in accordance with this Agreement.

7.2 Completion Requirements: Prior to the Scheduled Project Completion Date, the Concessionaire shall have achieved 100% (one hundred per cent) completion of all Mandatory Development Obligations, including but not limited to:

1. **International Cricket Stadium:**
    - Seating capacity for 25,000 (twenty-five thousand) persons fully completed and certified;
    - Minimum 5 (five) Practice Nets with all ancillary facilities;
    - Minimum 25 (twenty-five) Corporate Boxes with furnishing and fittings;
    - Media and Press Areas with all communication facilities;
    - VIP Lounges and Hospitality Areas fully furnished and operational;
    - Player Amenities including locker rooms, medical facilities, gymnasium - fully equipped;
    - Match Officials Amenities - fully equipped and furnished;
    - Spectator Facilities including concourse areas, F&B outlets, washrooms - fully operational;
    - Field of Play with international specifications (BCCI/ICC standards) - fully prepared and certified;
    - Stadium Lighting meeting international standards - fully commissioned and tested;
    - Electronic Scoreboard and Sight Screens - fully operational;
    - All facilities required for hosting international cricket matches as per BCCI/ICC standards;
2. **Club House:**
    - Gymnasium - fully equipped and operational;
    - Swimming Pool - fully constructed, tiled and commissioned;
    - Other Sports Facilities (badminton courts, indoor sports facilities, etc.) - fully operational;
    - Appropriate rooms/suites - fully furnished;

- Restaurant/Dining and Recreational Facilities - fully equipped and operational;
- Administrative and Support Areas - fully furnished and operational;

3. **Parking Facilities:**
    - On-site parking facilities (surface, podium and/or structured parking) as per approved Master Plan;
    - Parking capacity conforming to Applicable Laws and Development Control Regulations;
    - Parking guidance systems, lighting, security and ticketing systems - fully operational;
4. **Supporting Infrastructure:**
    - All utilities (water supply, sewerage, drainage, electrical supply, telecommunications) - fully commissioned;
    - Building Management System (BMS) - fully operational;
    - Fire Fighting and Safety Systems - fully commissioned and certified;
    - Security and Surveillance Systems - fully operational;
    - Computerized Management Information System (MIS) - fully operational as per Article 20;
    - Internal roads, pathways, signage and wayfinding - fully completed;
    - Landscaping, boundary walls, gates and perimeter security - fully completed;
    - External works, drainage and site development - fully completed;

7.3 Financial Completion Requirements:
Prior to the Scheduled Project Completion Date, the Concessionaire shall have:

1. Expended 100% (one hundred per cent) of the Total Project Cost for Mandatory Development Obligations or the actual cost incurred (whichever is applicable);
2. Cleared all payments to Contractors, suppliers, consultants and service providers;
3. Settled all claims and disputes with Contractors to the extent possible;
4. Maintained the Performance Security in full force and effect until release conditions are satisfied.

7.4 Certification and Compliance Requirements:
Prior to the Scheduled Project Completion Date, the Concessionaire shall have obtained and submitted to the Authority and the Independent Engineer:

1. Completion Certificate from the Independent Engineer certifying completion of all Mandatory Development Obligations as per Article 13;
2. Occupancy Certificate(s) from the local authority for all buildings and structures;
3. Fire NOC from the Fire Department for all buildings and structures;
4. Environmental Clearance (Consent to Operate) from the Pollution Control Board;
5. Structural Safety Certificates from registered structural engineers;
6. Electrical Safety Certificates and statutory approvals from Electrical Inspector;
7. Lift/Escalator Safety Certificates (if applicable);
8. Swimming Pool Safety Certificate and water quality test reports;
9. Food Safety License for F&B outlets (if operated by Concessionaire);

10. Stadium Certification from BCCI/ICC or competent authority confirming compliance with international standards;
11. As-built drawings for all works (architectural, structural, MEP, civil);
12. Operation & Maintenance Manuals for all systems and equipment;
13. Warranties and guarantees from all manufacturers, suppliers and Contractors;
14. Training completion certificates for Authority personnel (if required under Article 38);
15. Insurance policies as per Article 27 - transitioned from Construction to Operation phase.

8. PHYSICAL PROGRESS MEASUREMENT

8.1 Definition of Physical Progress: Physical Progress shall mean the percentage of actual work completed measured against the total scope of Mandatory Development Obligations as set forth in Schedule-B, valued at the rates specified in the Bill of Quantities or the Financial Package.

8.2 Methodology for Measurement: Physical Progress shall be measured and certified by the Independent Engineer based on:

1. Quantum of work executed (measured quantities);
2. Weightage assigned to different work components;
3. Quality of work executed (meeting specifications and standards);
4. Completion of key sub-components as per approved Detailed Project Report.

8.3 Weightage for Major Components (Illustrative):

S. No.	Component	Weightage (%)
1	International Cricket Stadium (complete with all facilities)	65%
2	Club House (complete with all facilities)	20%
3	Parking Facilities (as per Master Plan)	10%
4	Supporting Infrastructure (utilities, BMS, roads, landscaping)	5%
	TOTAL	**100%**

Table 4: Weightage for Major Components (Illustrative - subject to adjustment based on approved Financial Package)

Note: The above weightages are illustrative. Actual weightages shall be determined by the Independent Engineer based on the approved Financial Package, Bill of Quantities and Detailed Project Report submitted by the Concessionaire.

SCHEDULE - F: PERFORMANCE SECURITY

(see clause 9.1)

Electronic Bank Guarantee No: [ ]

To,
The Tamilnadu Industrial Development Corporation Limited,
19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai-600008,
Tamil Nadu, India.

WHEREAS

A. ---------- (the **"Concessionaire"**) and the Tamilnadu Industrial Development Corporation Limited (the **"Authority"**) have entered into a Concession Agreement dated ------ (the **"Agreement"**) whereby the Authority has agreed to the Concessionaire undertaking the construction, operation, maintenance and management of the proposed International Cricket Stadium and Commercial complex along with other facilities / Project Components and related infrastructure at Coimbatore in the State of Tamil Nadu on design, build, finance, operate and transfer (the **"DBFOT"**) basis, subject to and in accordance with the provisions of the Agreement.

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

C. We, -------- through our branch at ---------(the **"Bank"**) have agreed to furnish this Electronic Bank Guarantee by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Concessionaire's obligations during the Construction Period, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto 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 Manager, 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 of 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 Construction Period under the Agreement and its decision that the Concessionaire is in default shall e final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether

by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives nay 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 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 under and this Guarantee will remain in force till the period mentioned in paragraph 11 below. 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 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.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an Officer of the authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Five years 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 ----------, ------- at ----------

SIGNED, SEALED AND DELIVERED

For and behalf of the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the Officer(s) signing the Guarantee

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of the issuing Branch should be mentioned on the covering letter of the issuing Branch.

(iii) The Bank Guarantee should be encashable and the Branch of the BANK situated at Chennai

SCHEDULE - G: PROJECT DPR, DESIGNS & DRAWINGS

1. Drawings

In compliance of the obligations set forth in Clause 12.3 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-G.

2. As built drawings

Upon completion of the Project, the concessionaire shall prepare all as-built drawings for the project and submit to the Independent Engineer for approval, as per the timelines, as mutually agreed.

3. Additional drawings

If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer, as if such drawings formed part of Annex-I of this Schedule-G.

Annex-I
(Schedule-G)
List of Drawings

1. Detailed Master Plan along with details of land coverage, etc
2. Detailed Building Plans (including for all floors) along with area statement
3. Detailed sections of each Building (minimum at two locations)
4. Detailed Electrical Drawings (High Side & Low Side)
5. Detailed Plumbing Drawings (High Side & Low Side)
6. Fire Fighting Drawings
7. Air-Conditioning layout drawings
8. Traffic circulation plan
9. Detailed CAD Drawings

SCHEDULE - H: TESTS

1. Schedule for Tests

1.1. The Concessionaire shall, no later than 90 days prior to the likely completion of the MDO, notify the Independent Engineer and the Authority of its intent to subject the MDO to Test, and not later than 15 (fifteen) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and Equipment forming part of the MDO.

1.2. The Concessionaire shall notify the Independent Engineer of its readiness to subject the MDO to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article-14 and this Schedule-H.

2. Tests

2.1. In pursuance of the provisions of Clause 14.1.2 of this Agreement, the Independent Engineer shall conduct, or cause to be conducted, the Tests specified in this paragraph 2.

2.2. Visual and Physical Test: The Independent Engineer shall conduct a visual and physical check of the MDO to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.

2.3. The buildings shall be subjected to non-destructive testing of completed structures or part thereof, to be conducted n accordance with the procedure described in (IS-13311) and other applicable Tests as applicable for respective Project Facilities. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out the aforesaid testing if it has a reasonable doubt about the adequacy of the strength of such structure for any of the following reasons:

(a) Result of compressive strength on concrete test cubes falling below the specified strength;

(b) Premature removal of formwork;

(c) Inadequate curing of concrete;

(d) Overloading during the construction of the structure or part thereof;

(e) Presence of honey-combed or damaged concrete that may affect the stability of the structure to carry the design load; or

(f) Any other reason which may result in the structure or any part thereof being of less than expected strength.

2.4. Tests for Equipment: The Independent Engineer shall conduct or cause to be conducted Tests including trial runs, in accordance with the relevant industry standards, equipment standards and Good Industry Practice, for determining the compliance of all equipment with the Specifications and Standards of Safety Requirements.

2.5. Environmental Audit: The Independent Engineer shall carry out a check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.

2.6. Other Mandatory Tests: The Concessionaire shall procure and ensure that all statutory tests required to be undertaken in accordance with the Applicable Laws for grant of operations licences by the respective authorities are undertaken and completed no later than 15 (fifteen) days prior to COD.

3. Agency for Conducting Tests

All Test set forth in this Schedule-H shall be conducted by an Expert Agency in the respective field in the presence of the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

4. Completion / Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate or the Provisional Certificate, as the case may be, in accordance with the provisions of Article-14.

5. Tests during Construction

Without prejudice to the provisions of this Schedule-H, tests during construction shall be conducted in accordance with the provisions of clause 13.3.1.

SCHEDULE - I: COMPLETION CERTIFICATE

(see clause 14.2 and 14.3)

COMPLETION CERTIFICATE

1. I, ---------- (name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated -------- (the **"Agreement"**), for the Project [on design, build, finance, operate and transfer (DBFOT)] basis, through ---------- (name of Concessionaire), hereby certify that the Tests specified in Article-14 and Schedule-H of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the MDO can be safely and reliably placed in commercial service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of MDO have been completed, and the MDO is ready for entry into

SIGNED, SEALED AND DELIVERED

For and on behalf of INDEPENDENT ENGINEER by:

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

PROVISIONAL CERTIFICATE

1. I, ---------- (name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated -------- (the **"Agreement"**), for the Project [on design, build, finance, operate and transfer (DBFOT)] basis, through ---------- (name of Concessionaire), hereby certify that the Tests specified in Article-14 and Schedule-H of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the MDO can be safely and reliably placed in commercial service of the Users thereof.

2. Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,)' I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the MDO, pending completion thereof.

3. In view of the foregoing, I am satisfied that the MDO can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project is hereby provisionally ready for entry into commercial operation on this the ---------- day of ----------, ----

ACCEPTED, SIGNED, SEALED AND DELIVERED

For and on behalf of CONCESSIONAIRE by:

(Signature)
(Name and Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of INDEPENDENT ENGINEER by:

(Signature)
(Name and Designation)
(Address)

SCHEDULE - J: MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

1.1. The Concessionaire shall, at all times, operate and maintain the Project / Project Facilities in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-J (the **"Maintenance Requirements"**).

1.2. The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-J within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 17.8 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2. Repair/rectification of defects and deficiencies

2.1. The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex-I of this Schedule-J within the time limit set forth therein.

2.2. The Concessionaire shall at all times maintain an adequate inventory of spares and consumables to meet the Maintenance Requirements.

3. Other defects and deficiencies

3.1. In respect of any defect or deficiency not specified in Annex-I of this Schedule-J, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.

3.2. In respect of any defect or deficiency not specified in Annex-I of this Schedule-J, the Independent Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the Independent Engineer.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-J, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-J, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Periodic Inspection by the Concessionaire

The Concessionaire shall, through its engineer, undertake a periodic visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner as the Independent Engineer may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and the Independent Engineer at any time during office hours.

7. Divestment Requirements

All defects and deficiencies specified in this Schedule-J shall be repaired and rectified by the Concessionaire so that the Project conforms to the Maintenance Requirements on the Transfer Date.

Annex-1
(Schedule-J)
Repairs / rectification of defects and deficiencies

SCHEDULE - K: SAFETY REQUIREMENTS

(see clause 18.1)

1. Guiding Principles

1.1. Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents at the Project Site / Project / Project Facilities, irrespective of the person(s) at fault.

1.2. Users of the Project / Project Facilities include staff of the Concessionaire and its contractors working at the Project / Project Facilities.

1.3. Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.4. Safety Requirements include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response, with particular reference to the Safety Guidelines in Annex-I of this Schedule-K.

2. Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

(a) Applicable Laws and Applicable Permits;

(b) Manual for Safety;

(c) provisions of this Agreement; and

(d) relevant Standards/Guidelines contained in internationally accepted codes; and

(e) Good Industry Practice.

3. Appointment of Safety Consultant

3.1. For carrying out safety audit of the Project / Project Facilities under and in accordance with this Schedule-K, the Authority shall appoint from time to time, one or more qualified firms or organisations as its consultants (the **"Safety Consultant"**). The Safety Consultant shall employ a team comprising, without limitation, one Hotel safety expert to undertake the safety audit of the Project / Project Facilities.

3.2. Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant. It shall review, compile and analyse the annual report and accident data of the preceding year, and undertake inspection of the Project / Project Facilities. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report (the **"Safety Report"**) recommending specific improvements, if any, required to be made to the Project / Project Facilities.

4. Safety measures during Development Period

4.1. The Concessionaire shall provide to the Independent Engineer, the relevant drawings containing the design details that have a bearing on safety of Users (the **"Safety Drawings"**). Such design details shall include horizontal and vertical alignments; sightlines; layouts of elevated structures along with other incidental or consequential information. The Independent Engineer shall review the design details and forward one copy each of the Safety Drawings with its recommendations, to the Authority and the Concessionaire.

4.2. The design details shall be compiled, analysed and used by the Independent Engineer for evolving a package of recommendations consisting of safety related measures for the Project. The safety audit shall be completed in a period of three months and a report thereof (the **"Safety Report"**) shall be submitted to the Authority and the Concessionaire.

4.3. The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Project, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of the Government, Specifications and Standards, and Good Industry Practice.

5. Safety measures during Operation Period

5.1. The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

5.2. The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in five copies) containing, without limitation, a detailed listing of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 5.1 of this Schedule-K for averting or minimizing such accidents in future.

5.3. Once in every Accounting ear, a safety audit shall be carried out by a Safety Consultant to be appointed by the Authority. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Project / Project Facilities. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made in the Project / Project Facilities.

6. Cost and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule-K, shall be met in accordance with Article-24.

Annex-I
(Schedule-K)
Safety Guidelines

1. Safe Movement

In the design, construction and operation of project / Project Facilities, particular care shall be taken to ensure safety of Users at all times. This shall include facilities for safe and efficient evacuation in case of emergency.

2. System Integrity

In the design of power supply, lighting, sound, communication and security equipment, particular care shall be taken to minimize the likely incidence of failure.

3. Safety Management

A safety statement shall be prepared by the Concessionaire once every quarter to bring out clearly the system of management of checks and maintenance tolerances for various assets, and compliance thereof. The statement shall also bring out the nature and extent of, staff training and awareness in dealing with such checks and tolerances.

4. Safety Equipment

The following equipment shall be provided at the Project Facilities:

(a) Fire extinguishers and fire alarms at the appropriate locations;

(b) Such other equipment as may be required in conformity with Good Industry Practice.

(c) Public Address System

(d) CCTV Camera adequately covering the Project Facilities

(e) Metal Detectors and Screening Facility at the Entrance of the Project / Project Facilities

5. Emergency

A set of emergency procedures shall he formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in a Disaster Management Manual to be prepared and published by the Concessionaire prior to COD, respectively.

6. Fire safety

6.1. The Concessionaire shall conform to the standards specified in the US National Fire Protection Association (NFPA) for the MDO, in addition to the other applicable fire safety norms applicable as per provisions of the Fire and safety as per specifications and standard

6.2. The Concessionaire shall use fire resistant materials in the construction of the MDO thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.

6.3. Emergency exit from the Project Facilities should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open in case of emergency.

6.4. Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. In complying with the provisions of this Clause 6.4, the possibility of poor visibility due to smoke shall be duly taken into account. All notices and signages shall be uniform and standardised.

7. User safety and information system:

7.1. The Concessionaire shall provide one way communication to Users through a Public Announcement (PA) system in case of emergency.

7.2. The User information system shall comprise dynamic visual displays and loudspeakers

SCHEDULE - L: SELECTION OF INDEPENDENT ENGINEER

(see clause 21.1)

1. Selection of Independent Engineer

1.1. The provisions of the Model Request for Proposals for Selection of Technical Consultants, issued by the Ministry of Finance, GOI vide OM 24(23)/PF-II/2008 dated May 21, 2009, or any substitute thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Independent Engineer. Provided, however, that no entity which is owned or controlled by the Authority shall be eligible for appointment as the Independent Engineer hereunder.

1.2. In the event of termination of an Independent Engineer appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of Technical Consultants forthwith or may engage a government-owned entity in accordance with the provisions of Paragraph 5 of this Schedule-L.

2. Terms of Reference

The Terms of Reference for the Independent Engineer shall substantially conform with Schedule-M.

3. Fee and expenses

3.1. In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Authority shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed [0.25% (twenty five basis point)] of the Total Project Cost. Payments not exceeding such [0.25% (twenty five basis point)] shall be borne equally by the Authority and the Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

3.2. The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period, shall be borne equally by the Authority and the Concessionaire.

4. Selection every five years

No later than 5 (five) years from the date of appointment of Independent Engineer pursuant to provisions of Paragraph 1 of this Schedule-L, and every 5 (five) years thereafter, the Authority shall engage another firm in accordance with the criteria set forth in this Schedule-L.

5. Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government-owned entity which is owned or controlled by the State Government of Tamil Nadu shall not be eligible for appointment as Independent Engineer.

SCHEDULE - M: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

(see clause 21.2.1)

1. Scope

1.1. These Terms of Reference for the Independent Engineer (the **"TOR"**) are being specified pursuant to the **"Concession Agreement"**), which has been entered into between the Authority and ---------- (the **"Concessionaire"**) for the development of the Project on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2. This TOR shall apply to construction, operation and maintenance of the Project.

2. Definitions and interpretation

2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3. Role and functions of the Independent Engineer

3.1. The role and functions of the Independent Engineer shall include the following:

(a) review of the DPR, Implementation Report, Drawings and Documents as set forth in Paragraph 4;

(b) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;

(c) conducting Tests on completion of construction and issuing Completion / Provisional Certificate as set forth in Paragraph 5;

(d) review, inspection and monitoring of O&M as set forth in Paragraph 6;

(e) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;

(f) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

(g) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

(h) assisting the Parties in resolution of disputes as set forth in Paragraph 9;

(i) Undertake safety audit for the Project in the development as well as Operations phase as per the provisions of this Agreement and as specified in Schedule -K

(j) undertaking all other duties and functions in accordance with the Agreement.

3.2. The role and functions of the Independent Engineer shall include the development of any Other Permissible Project Facilities.

3.3. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4. Development Period

4.1. During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

4.2. The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3. The Independent Engineer shall review the Drawings in accordance of Schedule-M and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also prepare a Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.

4.4. The Independent Engineer shall review the detailed design, construction methodology, safety and quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5. Upon reference by the Authority, the Independent Engineer shall review and comment on the construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5. Construction Period

5.1. In respect of the Drawings, Documents received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

5.2. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

5.3. The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the **"Inspection Report"**)setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

5.4. The Independent Engineer may inspect the Project more than once in a month if any lapses, defects or deficiencies require such inspections.

5.5. For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out,

tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the relevant Manuals specified by the Authority in relation to structures, buildings and equipment (the **"Quality Control Manuals"**) or any modifications / substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.

5.7. The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

5.8. In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.

5.9. In the event that the Concessionaire fails to achieve any of the Scheduled Completion Dates, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

5.10. If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.11. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

5.12. If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

5.13. The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-H and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article-14 and Schedule-H.

5.14. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article-16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

5.15. The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6. Operation Period

6.1. In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

6.2. The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

6.3. The Independent Engineer shall review the annual status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

6.4. The Independent Engineer shall inspect the Project, once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th(twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.5. The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6. The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.7. In respect of any defect or deficiency, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.8. The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.

6.9. The Independent Engineer shall examine the request of the Concessionaire for closure of the Project / Project Facilities for undertaking maintenance / repair thereof, keeping in view the need to minimize disruption in operations of the Project / Project Facilities and the time required for completing such maintenance / repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such section of the Project / Project Facilities, and in case of delay, determine the Damages payable by the Concessionaire to the Authority under clause 17.7.

6.10. The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 25.5.

6.11. In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

6.12. Audit of Fee collection system: The Independent Engineer shall, at least once every month, conduct an audit of the working of the automated & centralized Fee collection system installed by the Concessionaire, to check its accuracy in recording the Fee.

6.13. The Independent Engineer shall undertake footfall sampling, as and when required by the Authority, under and in accordance with Article-19.

7. Termination

7.1. At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project / Project Facilities for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 33.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project / Project Facilities is such that its repair and rectification would require a larger amount than the sum set forth in Clause 34.2, it shall recommend retention of the required amount and the period of retention thereof.

7.2. The Independent Engineer shall inspect the Project once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 34, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8. Determination of costs and time

8.1. The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2. The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9. Assistance in Dispute resolution

9.1. When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11. Miscellaneous

11.1. The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

11.2. A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results

with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

11.3. The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.

11.4. The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including `as-built' Drawings, and keep them in its safe custody.

11.5. Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in their editable digital format or in such other medium as may be acceptable to the Authority.

11.6. Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

SCHEDULE - N: ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the -------- day of ---------, --------

AMONGST

1. [ ] Limited, 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 Tamilnadu Industrial Development Corporation Limited (TIDCO), 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);

3. [ ] (insert names and particulars of Lenders Representatives) having its registered office at ---------- acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the **"Lenders' Representative"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

4. [ ] (insert name and particulars of the Escrow Bank) and having its registered office at which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns).

WHEREAS:

A. The Authority has entered into a Concession Agreement dated ------ with the Concessionaire (the **"Concession Agreement"**) for the Project at Coimbatore in the State of Tamil Nadu on design, build, finance, operate and transfer (the **"DBFOT"**) and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

B. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

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

NOW THEREFORE, in consideration of the forgoing 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 in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provisions of this Agreement by the Concessionaire, and shall commence from the date of notice by the

Authority, the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

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

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the lenders' representative referred to in the foregoing Recitals;

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

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month, then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2. Interpretation

1.2.1. Reference to Lenders' Representative shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement or the Financing Agreements entered into between the Concessionaire and the Senior Lenders.

1.2.2. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3. Reference to Clauses are, unless stated otherwise, reference to Clauses of this Agreement.

1.2.4. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

2.1.1. The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2. The Concessionaire hereby declares that all rights, title and interests in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire,

Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. Establishment and operation of Escrow Account

2.3.1. Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the ---------- (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

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

2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. Escrow Bank's Fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5. Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Parties with respect to the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall not have any other claim or rights with respect to the monies in the Escrow Account.

2.6. Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

3.1.1. The Concessionaire agrees and undertakes that it shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all monies received in relation to the Project from Banks, Senior lenders, shareholders, the Authority or its representatives, and insurance companies;

(b) All fee any other revenues from or in respect of the Project Facilities, including the proceeds of any rentals, deposits, advances, capital receipts or insurance claims; and

(c) All payments by the Authority, after deduction of any outstanding Lease Rent, Damages and penalties;

Provided that the Senior Lenders may make direct disbursements to the EPC Contractors/ Equipment suppliers, etc in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.1.2. The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Grant and any other monies disbursed by the Authority to the Concessionaire;

(b) All fee collected by the Authority in exercise of its rights under the Concession Agreement; and

(c) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Lease Rent and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3. Deposits by Senior Lenders

The Lenders' Representative, for and on behalf of the Senior Lenders, agrees and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor(s) / Equipment suppliers, etc under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4. Interest on Deposits

The Escrow Bank agrees and undertakes that all interests accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

4.1.1. At the beginning of each month, or at such other intervals as the Authority, the Lenders' Representatives and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Dates(s):

(a) Statutory Dues: All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Project Construction: All payments relating to the construction of the Project Facilities in accordance with the milestones defined in Schedule G;

(c) O&M Expenses: Operations and Maintenance expenses, subject to the ceiling set by the Independent Engineer;

(d) Authority Dues: All dues payable to the Authority including lease rent, liquidated damages, taxes and any other amounts under this Agreement.;

(e) Debt Service: Monthly proportionate provision of Debt Service (interest and principal) due to Senior Lenders;

(f) Subordinated Debt: Debt service payments in respect of Subordinated Debt;

(g) Reserve Requirements: Any reserve requirements set forth in the Financing Agreements; and

(h) Balance: Remaining balance to be paid to the Concessionaire upon fulfilment of all above obligations.

4.1.2. No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative and the Authority, a statement setting forth the estimated amounts of the various payment obligations set forth in this clause 4.1; provided that such amounts may be subsequently modified, with the prior written approval of the Lenders' Representative and the Authority, if any fresh information received during the course of the year makes such modification necessary.

4.2. Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts outstanding to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) Statutory Dues: All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Project Construction: All payments relating to the construction of the Project Facilities in accordance with the milestones defined in Schedule G;

(c) O&M Expenses: Operations and Maintenance expenses, subject to the ceiling set by the Independent Engineer;

(d) Authority's O&M Costs: Any costs and expenses incurred by the Authority in accordance with the provisions of this Agreement and certified as due;

(e) Annual Lease Rent: The nominal lease rent of INR 1000 per acre per annum;

(f) Debt Service: Monthly proportionate provision of Debt Service (interest and principal) due to Senior Lenders;

(g) Damages and NPV Shortfall: All payments and Damages certified by the Authority, including any NPV Shortfall Payments required to bridge the Minimum Committed NPV for the extension of the Concession Period;

(h) Subordinated Debt: Debt service payments in respect of Subordinated Debt;

(i) Reserve Requirements: Any reserve requirements set forth in the Financing Agreements; and

(j) Balance: Remaining balance to be paid to the Concessionaire upon fulfilment of all above obligations.

Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3. Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such finds in the serial order of priority until exhaustion thereof.

4.4. Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repairs, reconstruction, reinstatement, replacement or improvement of the Project / Project Facilities, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5. Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article-41 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of Funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2. Notification of balances

The Escrow Bank shall notify the Concessionaire, the Authority and the Lenders' Representative in writing, not later than 7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative), of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority and the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire and the Lenders' Representative of any notice or document received by it from the Authority hereunder or in connection herewith.

5.4. No set off

other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, by wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any breach by the Authority or the Lenders' Representative of their respective obligations hereunder:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub- Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2. Upon occurrence of an Escrow Default, the consequence thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Authority and the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3. Closure of Escrow Account

Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. SUPPLEMENTARY ESCROW AGREEMENT

8.1. Supplementary Escrow Agreement

The Parties may, with the concurrence of the Escrow Bank, enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9. INDEMNITY

9.1. General indemnity

9.1.1. The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2. The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfill any of its obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3. The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement and its obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any

claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. DISPUTE RESOLUTION

10.1. Dispute Resolution

Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by referring it to the court of law and shall be subject to the exclusive jurisdiction of the courts in Chennai / Coimbatore, Tamil Nadu, as applicable.

11. MISCELLANEOUS PROVISIONS

11.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the Laws of India, and the courts in Chennai / Coimbatore, as applicable shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3. Priority of Agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

11.5. Waivers

11.5.1. Wavier by any Party of s default by another Party in the observance and performance of any provisions of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligations thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6. No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7. Survival

11.7.1. Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

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

11.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9. Successors and assigns

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

11.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5:30 (five thirty) p.m. on a business day, or on a day that is not s business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12. Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13. Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire in the presence of Mr./Ms. [●], Director, who has signed these presents in token thereof and Mr./Ms. [●], Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE:

(Signature)
(Name) [●]
(Designation) [●]
(Address) [●]
(Fax No.) [●]
(e-mail address) [●]

SIGNED, SEALED AND DELIVERED For and on behalf of LENDERS' REPRESENTATIVE:

(Signature)
(Name) [●]
(Designation) [●]
(Address) [●]
(Fax No.) [●]
(e-mail address) [●]

SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:

(Signature)
(Name) [●]
(Designation) [●]
(Address) [●]
(Fax No.) [●]
(e-mail address) [●]

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:

(Signature)
(Name) [●]
(Designation) [●]
(Address) [●]

(Fax No.) [●]
(e-mail address) [●]

In the presence of:

1. [●]
2. [●]

SCHEDULE - O: VESTING CERTIFICATE

1. The Tamilnadu Industrial Development Corporation Limited (the **"Authority"**) refers to the Concession Agreement dated [●] (the **"Agreement"**) entered into between the Authority and [●] (the **"Concessionaire"**) for the development of the International Cricket Stadium and Commercial Complex (the **"Project"**) at Coimbatore in the State of Tamil Nadu on Design, Build, Finance, Operate and Transfer (the **"DBFOT"**) basis.

2. The Authority, hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in clause 33.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any Encumbrances, charges and liens whatsoever.

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the transfer requirements and/or relieving the Concessionaire in any manner of the same.

Signed this [●] day of [●] at [●].

AGREED, ACCEPTED AND SIGNED For and on behalf of Concessionaire by:	AGREED, ACCEPTED AND SIGNED For and on behalf of The Authority by:
(Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1.

2.

SCHEDULE – P: SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the [●] day of [●], [●]

AMONGST

1. The Tamilnadu Industrial Development Corporation Limited, represented by [●] (hereinafter referred to as the **"Authority"** or **"TIDCO"**) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);

2. [●], 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 and permitted assigns and substitutes);

3. [●] (name and particulars of Lenders' Representative) and having its registered office at [●] acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

A. The Authority has entered into a Concession Agreement dated [●] with the Concessionaire (the **"Concession Agreement"**) for development of the International Cricket Stadium and Commercial Complex on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

B. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

C. Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

D. In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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 Substitution 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 Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Nominated Company" means a company, incorporated under the provisions of the Companies Act, 1956 including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

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

1.2. Interpretation

1.2.1. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. ASSIGNMENT

2.1. Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE CONCESSIONAIRE

3.1. Rights of substitution

3.1.1. Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2. The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project / Project Facilities as Concessionaire either individually or collectively.

3.2. Substitution upon occurrence of Financial Default

3.2.1. Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the **"Notice of Financial Default"**) along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2. Upon issue of a Notice of Financial default hereinunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3. At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the AUTHORITY to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article _ of the Concession Agreement, and upon receipt of such notice, the AUTHORITY shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the AUTHORITY may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the AUTHORITY may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the AUTHORITY expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3. Substitution upon occurrence of Concessionaire Default

3.3.1. Upon occurrence of a Concessionaire Default, the AUTHORITY shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2. In the event that the Lenders' Representative makes a representation to the AUTHORITY within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the AUTHORITY shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the AUTHORITY shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. representative may at any time withdraw its representation hereunder and upon such withdrawal, the Concessionaire may terminate this Agreement in accordance with the provisions hereof.

3.4. Procedure for substitution

3.4.1. The AUTHORITY and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the AUTHORITY under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the AUTHORITY under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2. To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the AUTHORITY for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the AUTHORITY that all or any of such criteria may be waived in the interest of the Project, and if the AUTHORITY determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3. Upon selection of a Nominated Company, the Lenders' Representative shall request the AUTHORITY to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4. If the AUTHORITY has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the AUTHORITY, the Nominated Company shall be deemed to have been accepted. The AUTHORITY thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the AUTHORITY, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.4.5. The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under in accordance with the provisions of this Agreement and the Concession Agreement.

3.5. Selection to be binding

The decision of the AUTHORITY in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the AUTHORITY taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or AUTHORITY and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the AUTHORITY or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1. Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5. TERMINATION OF CONCESSION AGREEMENT

5.1. Termination upon occurrence of Financial Default

At any time after issue of Notice of Financial Default, the Lenders' Representative may by a notice in writing require the AUTHORITY to terminate the Concession Agreement forthwith, and upon receipt of such notice, the AUTHORITY shall undertake Termination under and in accordance with the provisions of Article-42 of the Concession Agreement.

5.2. Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the AUTHORITY is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the AUTHORITY may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3. Realization of Debt Due

The AUTHORITY and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1. Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7. INDEMNITY

7.1. General indemnity

7.1.1. The Concessionaire will indemnify, defend and hold AUTHORITY and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2. The AUTHORITY will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the AUTHORITY to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the AUTHORITY, its officers, servants and agents.

7.1.3. The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the **"Indemnifying Party"**) within 15 (fifteen) days of

receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1. Dispute resolution

8.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by referring it to the court of law and shall be subject to the exclusive jurisdiction of the courts in Coimbatore, Tamil Nadu.

9. MISCELLANEOUS PROVISIONS

9.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Coimbatore shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2. Waiver of sovereign immunity

The AUTHORITY unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the AUTHORITY with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3. Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5. Waiver

9.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6. No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7. Survival

9.7.1. Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

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

9.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9. Successors and assigns

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

9.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working clay following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the

address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12. Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13. Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the [●] of [●],[●] hereunto affixed in the presence of [●] Director, who has signed these presents in token thereof and Company Secretary / Authorised Officer who has countersigned the same in token thereof*:
(Signature)
(Name)
(Designation)
(Address)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by
(Signature)
(Name)
(Designation)
(Address)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by
(Signature)
(Name)
(Designation)
(Address)
(e-mail address)

In the presence of:
1.
2.

* To be affixed in accordance with the articles of association of the Concessionaire.

SCHEDULE - Q: COMMERCIAL SITE LEASE DEED

(see Clause 10.1)

Note: *This Schedule constitutes the lease deed for the Commercial Site which is provided as Volume III. The Commercial Site Lease Deed shall be executed as a registrable instrument and substantially the form set forth herein and shall form an integral part of the Concession Agreement, upon execution of the Lease deed later.*

Request for Proposal

Development of International Cricket Stadium and Commercial Complex in Coimbatore

On Design, Build, Finance, Operate and Transfer (DBFOT) format

VOLUME IV:

SPECIFICATIONS & STANDARDS

(SCHEDULE D TO VOLUME II)

March 2026

Tamilnadu Industrial Development Corporation Limited (TIDCO)
19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai - 600 008.
Phone: +91 44 2855 4421 | Website: https://www.tidco.com

TABLE OF CONTENTS

1. PROJECT DESCRIPTION 7
1.1 General 7
1.2 Objectives 7
2. ARCHITECTURAL REQUIREMENTS 8
2.1 Seating Bowl 8
2.1.1 Seating Standards Adopted 9
2.1.2 Tread Width 9
2.1.3 Riser Height 9
2.1.4 Seat Spacing 9
2.1.5 Disabled Seating Provision 9
2.1.6 Seat Numbering System 9
2.1.7 Seating 9
2.1.8 Sightline Criteria 10
2.1.9 Railings and Barriers 11
2.2 Architectural Design Objectives 11
2.3 Roof Design 12
2.4 Roof Services and Roof Access 13
2.5 Facade Design 13
2.6 Environmental / ESD Requirements 14
3. FIELD OF PLAY 14
3.1 CRICKET GROUND 14
3.1.1 The Field 14
3.1.2 The Pitch 14
4. SPECTATOR FACILITIES 16
4.1 Spectator Seating 16
4.1.1 Seating Capacity 16
4.1.2 General Seating Requirements 16
4.1.3 General Admission Seating 16
4.1.4 Corporate Box seating 17
4.1.5 VIP seating 17
4.1.6 Accessible Seating 17
4.2 Toilet Facility 17
4.2.1 GA Spectator Toilets 17
4.2.2 Hospitality and VIP Toilets 19
4.3 Food Beverages & Catering Requirements 19
4.3.1 Concession Stands 20
4.3.2 Catering Support 21
4.3.3 Catering Staff Requirements 22
4.4 Merchandising Outlets 22
4.5 Public First-aid Rooms 22
4.6 Spectator Service Counters 22

4.7 Ticketing Window 23
4.8 Video Boards 23
5. ENTRANCES AND CIRCULATION 23
5.1 Spectator Entrances 23
5.1.1 Turnstiles 23
5.1.2 GA Spectator Entrance and Circulation 23
5.1.3 Hospitality and VIP Entrance 24
5.1.4 Players Entrance 24
5.1.5 Staff Entrance 24
5.1.6 Media Entrance 25
5.2 Access and Egress 25
5.3 Concourses 25
5.3.1 GA Concourses 25
5.3.2 VIP Box / Hospitality Box connecting corridors 26
5.4 Elevators 26
5.4.1 Passenger Elevators 26
5.4.2 Service Elevators 27
5.5 Stairways and Ramps 27
5.6 Field Entrances 27
6. PLAYERS AND OFFICIALS' FACILITIES. 27
6.1 Player's Locker Rooms 27
6.2 Umpire Changing Rooms 28
6.3 First Aid 29
6.4 Doping Control Room 29
6.5 Entrance Lobby and Hall of Fame 30
6.6 Player's Benches 30
6.7 Player's Entrance Lobby 30
7. VIP AND VVIP FACILITIES. 30
7.1 Entrance Lobby 30
7.2 VVIP Areas 31
7.2.1 VVIP Lounge 31
7.2.2 VVIP Box 31
7.3 VIP Areas 31
7.3.1 VIP Lounge 31
7.3.2 VIP Seating 31
7.4 SKY VIEW TERRACE 31
8. MEDIA FACILITIES 32
8.1 Media Access 32
8.2 Written Press Box 32
8.3 Media Facility – Lounge 32
8.4 Player Interview/Conference Room 33
8.5 Interview Areas at Pitch Level 33
8.6 Media Dining 33
8.7 Media Toilet Facilities 34

9. SPORTS LIGHTING: 34
10. SIGHT SCREEN: 34
11. DIGITAL SCORE BOARD: 35
12. BROADCAST FACILITIES 35
12.1 Broadcasting Control Room 35
12.2 Broadcast Compound 35
12.3 Television Broadcasting Box 35
12.4 Television Outside Broadcast Vehicle 36
12.5 Radio Broadcaster Booths 36
12.6 Third Umpire Room 37
12.7 Cabling / Service Provision 37
12.8 Camera Platforms 38
13. STADIUM OPERATIONS FACILITIES 38
13.1 Stadium Management 38
13.1.1 Stadium Management Offices 38
13.1.2 Facilities office 39
13.1.3 Meeting Room 39
13.1.4 Maintenance Staff Lockers & Toilets 39
13.1.5 Uniform Storage 39
13.1.6 Laundry & Kit Store 39
13.1.7 Pitch Maintenance Staff Office 39
13.2 Security 39
13.2.1 Main Security Office 39
13.2.2 Venue Operations Centre 40
13.2.3 Meeting Room for VOC 41
13.2.4 P. A. Control Room 41
13.2.5 Police 41
13.3 Storage 42
13.3.1 Cricket Equipment 42
13.3.2 Entertainment Equipment 42
13.3.3 Rigging Store 42
13.4 Groundskeeping Store 42
13.4.1 Groundskeeping Office 42
13.4.2 Staff Room 42
13.4.3 Chemical Shower 43
13.4.4 Irrigation Pump Room 43
13.4.5 Water Retention Tanks 43
13.5 Janitorial 43
13.5.1 Central Supply Storage 43
13.5.2 Cleaner's Closets 43
13.5.3 Rubbish Collection 43
13.5.4 Waste Compactors 43
13.5.5 Waste Management Office 43
13.6 General Store 43

13.7 Loading Dock/Staging 44
13.8 Building Services 44
14. STADIUM CLUB FACILITIES 44
14.1 Entrance Lobby 44
14.2 Banquets 44
14.3 Green Rooms 45
14.4 Admin office 45
14.5 Gymnasium 45
14.6 Locker Rooms 45
14.7 Steam, Sauna and Massage Room 45
14.8 Squash Courts 46
14.9 Snooker / Pool Room & Board Games 46
14.10 Table tennis room 46
14.11 Swimming Pool 46
14.12 Restaurant 46
15. RETAIL FACILITIES 46
16. EXTERNAL DEVELOPMENT 47
16.1 Podium and Public Plaza 47
16.1.1 Podium 47
16.1.2 Public Plaza 48
16.2 Parking 48
16.3 Entry & Exit Gates 48
16.4 Compound Wall 48
16.5 Service Buildings 49
16.5.1 The Sewage Treatment Plant (STP) 49
16.5.2 The Electrical Substation 49
16.6 SOFTSCAPE 49
16.6.1 Peripheral Zone 49
16.6.2 Parking Zone 49
16.6.3 Drop-off Zone 50
16.6.4 Arrival Zone 50
16.6.5 Overall Integration 50
17. SIGNAGE / GRAPHICS 51
18. GREEN BUILDING CERTIFICATION 51
18.1 ENERGY EFFICIENCY 52
18.1.1 Efficient LED lighting 52
18.1.2 Smart Metering 52
18.1.3 Provision of Renewable Energy 53
18.1.4 Use of Efficient Exterior Glazing 53
18.1.5 Provision of EV charging facility 53
18.2 WATER CONSERVATION: 53
18.2.1 Use of low flow fixtures 53
18.2.2 Provision of wastewater treatment and re-use of waste water 54
18.2.3 Water metering 54

18.2.4 Use of irrigation techniques 54
18.3 MATERIALS AND RESOURCES 54
18.3.1 Use of Eco-Friendly materials 54
18.3.2 Organic Waste Treatment 55
18.4 INDOOR ENVIRONMENTAL QUALITY 55
18.4.1 Fresh air provision and CO2 monitoring. 55
18.4.2 Use of MERV filters 55
18.4.3 Use of Low VOC products 56
18.5 SUSTAINABLE SITES 56
19. OTHER INFRASTRUCTURE WORKS: 57

1. PROJECT DESCRIPTION

1.1 General

Proposed Cricket Stadium in project site shall be comparable in all respects with international standard professional contemporary sports stadia recently constructed or under construction and meet with the requirements of all applicable National Building Codes and Standards 2016 as well as the Green Guide 2024 published by Sports Ground Safety Authority and shall follow all the recommendations by ICC Guidelines.

The Stadium is to be designed as a multi-use Stadium capable of hosting Club, National & International Cricket matches as well as major concerts, events and ceremonies. The facilities shall meet the requirements of the Governing Bodies of Cricket to allow national and international events to be staged in the stadium and it should cater to different kind of Sports activities that can work independently to promote and accelerate grooming & channelizing the youth potentials.

The seating shall be as close to the playing field as possible, sightlines shall be optimum and viewing unobstructed for all sports.

1.2 Objectives

- The stated objectives and goals of the Cricket Stadium are:
- To develop a stadium with minimum seats as per RFP of a range of uses including, but not limited to Cricket, Concerts and other entertainment events.
- The Stadium shall meet the requirements of the following codes:
    1. ICC Guidelines for Stadiums
    2. Guide to Safety of Sports Grounds (The Green Guide)
    3. National Building Codes 2016
    4. Latest revisions of Tamil Nadu Combined Development and Building Rules
    5. All Latest revisions of Relevant and applicable IS Standards Codes Including all its amendments, appendix, supplements, etc., connected with civil, structural, MEP Works, etc.,
- To provide a highly cost-effective low maintenance facility.
- To complement a sports and entertainment precinct that can be used seven days a week by ensuring the stadium integrates with, and makes use of, adjacent civic spaces and commercial and community facilities.
- To act as a catalyst for complementary development in the surrounding area.
- To provide a Club House Facility for year around use by the people.
- To provide a facility that can be utilised all year for several events, to maximize opportunity for revenue generation and sustainability.

- To provide an "Iconic" stadium facility that reflects the growth of Cricket in Coimbatore and is a showcase for these sports and the state both nationally and internationally.
- To provide a sustainable development that will enhance public utilisation of facility and ancillary structures that will control and mitigate effects on local communities surrounding the stadium.
- Roof coverage for minimum 30% of the total seats.
- The seating bowl shall be provided to maximise the atmosphere and locate patrons as close as possible to the field of play.
- The seating bowl shall be column free and allow excellent viewing conditions for all sports and events held in the stadium.
- In addition to the stated Objectives, it has been the design team's objective to establish the following Goals:

    1. To create a multiuse, Minimum of 25,000 seat stadium that maximises atmosphere and intimacy and will enhance the event experience for spectators for all sports.
    2. To create a stadium that is internationally recognised as a world class venue for the showcasing of professional sport and entertainment.
    3. To develop a proposal that can be constructed within an established construction time and budget.
    4. Sufficient entry plaza area to allow for safe entry and egress for the stadium in the event of an emergency
    5. Sufficient infrastructure to allow for safe entry and egress for the site.
    6. To provide a design that adheres to the principles of Environmentally Sustainable Design with a minimal ecological footprint.
    7. To provide an iconic design solution that represents the unique environment of Coimbatore along with the aspirations of the community which it serves.

2. ARCHITECTURAL REQUIREMENTS

2.1 Seating Bowl

The net minimum Spectator Capacity upon Completion is to be 25,000 Seats. This excludes seat kills from scoreboards, sight- screen, pavilion and excludes seating in Restaurant and Lounges.

The functional requirements are summarised here:

A variety of seating types will be configured around the ground, consisting of a combination of general admission seating, members seating, private boxes, dine & view seating and press seating.

Seating for people with disabilities will be available within each seating category and distributed at various locations within the seating bowl.

2.1.1 Seating Standards Adopted

General spectator seating (colour to be selected) to west, east, north and south stands shall comprise fixed non-combustible polypropylene seats with backs.

2.1.2 Tread Width

- Lower Bowl- 850 mm
- Upper Bowl- 850 mm
- Corporate Boxes- 1050 mm

2.1.3 Riser Height

- Maximum Riser Height- 570 mm (excluding corporate boxes)

2.1.4 Seat Spacing

- Lower bowl: 500 mm
- Upper Bowl: 500 mm
- VIP Boxes: 600 mm
- VVIP Boxes 600mm

2.1.5 Disabled Seating Provision

Based on Total Capacity, 0.5%, disabled wheelchair positions, plus companion seat adjacent each wheel-chair position

2.1.6 Seat Numbering System

- Each seat to be individually numbered by a vandal-proof proprietary metal numbering system by the seat manufacturer.
- Each row to have luminous Row Numbering system on each aisle Step.
- Each aisle to have a full width Luminous Strip integral with the Nosing to each step.

2.1.7 Seating

The positioning of vomitories shall facilitate an even evacuation of the bowl in emergencies; so that statutory egress times can be achieved. For all seating tiers, maximum 28 seats per row between gangways shall be adopted, though this might be increased on radial seating areas.

The stands shall be set out to ensure all parts of the field are visible to all spectators with a maximum gradient of 35 to minimise the potential of vertigo in the spectators.

2.1.8 Sightline Criteria

The sightline from the eye level of every spectator shall not be inferior to the following two criteria as defined below. The eve level is defined as a point 1150 mm above the floor level and 90mm forward of the rear of each seating plat, centred on the seat location.

- **Sightline Standard 1**

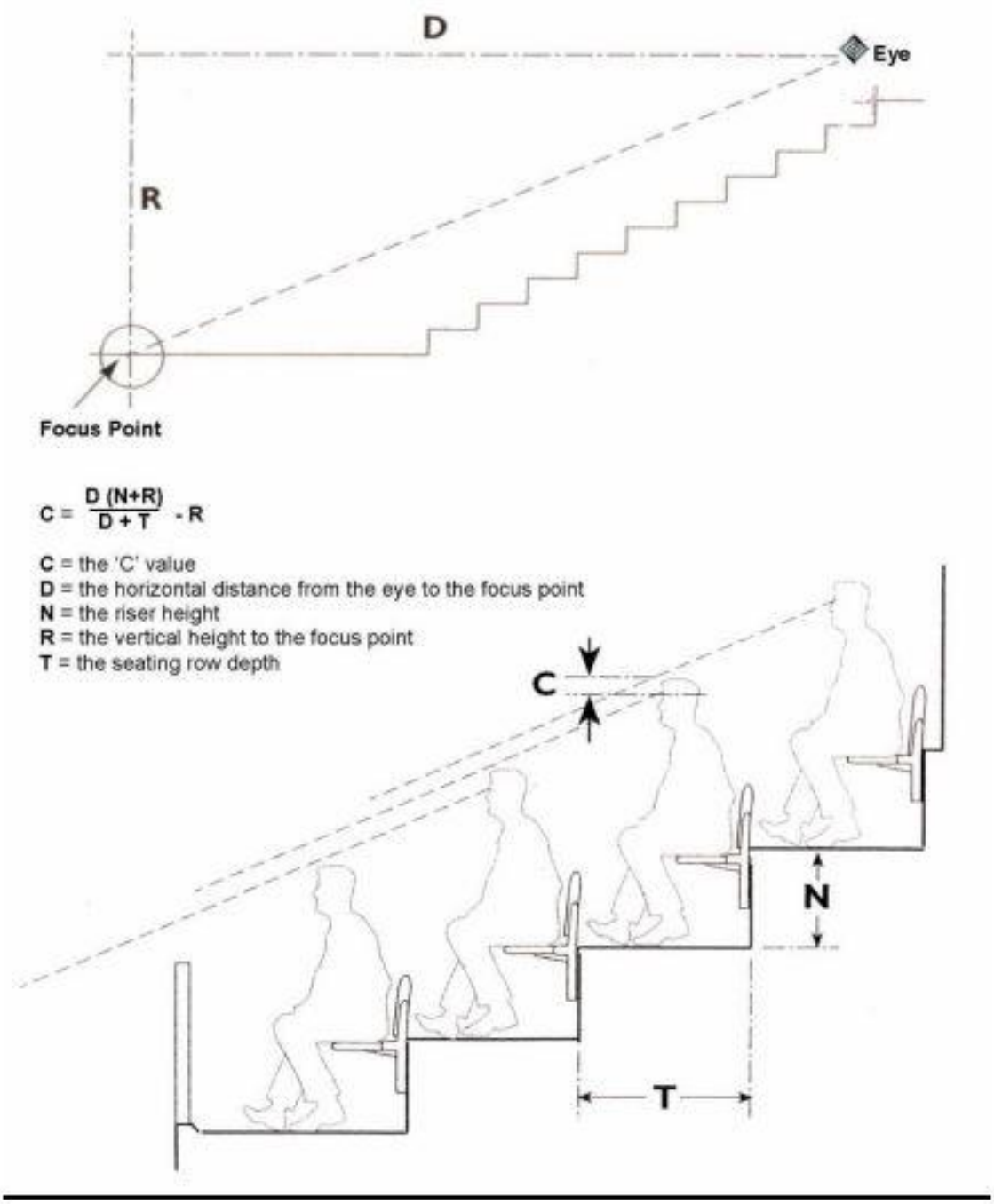
The spectator seats shall provide a minimum sightline quality of 3½" or 90mm (C90). The focus of the sight line shall be on the edge of the playing field.

- **Sightline Standard 2**

Sightlines shall be uninterrupted by any solid part of any balustrade or balustrade mounted signage panel except as following: Any metal balustrade that interrupts the sightline shall be of “open” construction so that less than 20% of its area presents a solid obstruction when measured normal to the sightline, the remaining 80% being unobstructed.

- **High Ball Criteria**

A sightline from eye level for all spectators shall have uninterrupted viewing angle of 30 ° to the ground.



2.1.9 Railings and Barriers

Railings and Barriers shall be provided at appropriate locations in Seating bowl for safety of spectators. Dimensions and Loads imposed on railings and barriers shall comply to the guidelines given in Guide to Safety of Sports Grounds (The Green Guide)

2.2 Architectural Design Objectives

The major design issues that will need to be addressed are as follows:

- Careful consideration shall be given to the bowl geometry, seat spacing, and access to amenities to provide optimum levels of comfort and viewing standards for all patrons.
- The composition of the external envelope will incorporate issues of context, transparency, climate and durability into the design.
- The public concourse areas of the Stadium are to be designed to be as open as possible whilst retaining a sense of shelter and security.
- All elements of the Stadium will be unified by a roof structure where the emphasis will be placed upon simplicity of the structure and slenderness of the edges.
- The Stadium shall indicate a strong and impressive architectural form reflecting its function.
- The design shall achieve regulatory standards to NBC, Green guide and Fire Engineering in relation to access and egress under normal and emergency conditions.
- A variety of hospitality spaces is to be available to members, public and corporate patrons including dining and lounges.
- Both the external and internal concourses shall facilitate continuous circulation around the Stadium to the appropriate entry.
- The stadium shall provide an 'active edge' and engage with the local surroundings to provide a destination 365 days a year.
- The stadium shall be of a high architectural standard with a contextual relationship to its surroundings. Urban Design of the immediate surroundings is to be developed to compliment the stadium and to create a lively, social environment.

2.3 Roof Design

The roof is to be designed to be an architectural statement that reflects the aspirations of modern design within the Coimbatore context whilst providing an economical, lightweight structure that covers Premium spectators.

The functional criteria of the roof is summarised as follows:

- Vertical 'drip line' cover from the roof will be provided for minimum of 30% of the Total seating. The Stadium shall provide protection from wind, rain and sun to minimise adverse effects for all users.
- To provide an iconic and sculptural form that is identifiable from a distance.
- To produce an elegant, light and efficient structure with combination of standing seam metal roof system and polycarbonate sheet that offers connectivity to the surrounding environment.

- The roof shall be column free over the seating bowl to ensure no obstructed views from the seat bowl caused by roof supports.
- The steel roof member shall be fireproof up to minimum height of 6 m from habitable floor.

2.4 Roof Services and Roof Access

The roof will house the following services and access provisions:

- Sports lighting and Emergency Lighting supported from the circumferential service zone.
- Provision for PA Speakers supported from the circumferential service zone.
- Architectural Lighting.
- Lightning protection to be provided.
- Cable trays to be provided for roof services / cables.
- Cleaning of the roof will require water hose cocks and water supply, phone outlets and power outlets. These are to be provided at each access point onto the roof.
- A life safety line from all edges is to be provided to all roofs.
- Catwalks to service Sports lighting.

2.5 Facade Design

- The entries shall be read from the same architectural language with their own individual identity.
- The facades shall be in such a way that they will maintain a maximum amount of visual transparency & ventilation through the external envelope when viewed from both sides.
- Enhanced solar performance glazing if required to all external glazing to internal air-conditioned spaces.
- No reflective or tinted glass to be used. Clear glass or glass with a similar level of light transmittance is acceptable.
- The main concourse façade system shall maintain maximum transparency from both internal and external.
- The facades shall be designed to achieve a comfortable level of thermal performance to the main serviced elements of the building.
- Facades shall respond to the environmental conditions and relate to their specific orientation.
- The steel facade member shall be fireproof up to minimum height of 6 m.

2.6 Environmental / ESD Requirements

The design and construction of the Stadium will incorporate principles of Ecologically Sustainable Development. This will appropriately incorporate environmentally responsible materials and processes at the time of design/construction and to reduce energy consumption and adverse effects on the environment in both construction and operation which are financially viable.

All Permissions required for environmental clearance shall be taken from concerned Authority.

3. FIELD OF PLAY

A minimum of 2 emergency vehicle access routes onto the playing field, 9 meter wide and fitted with suitable security gates, shall be provided.

3.1 CRICKET GROUND

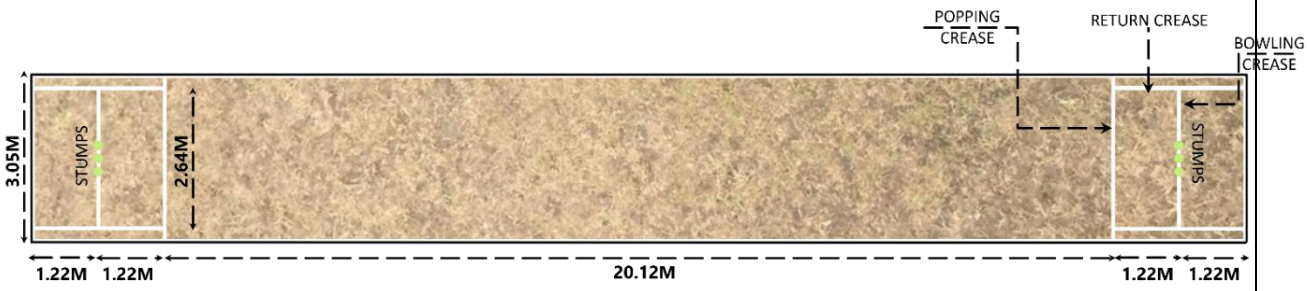
The ICC minimum standards for new cricket grounds are as follows.

3.1.1 The Field

- The aim shall be to maximize the size of the playing area at each venue. With respect to the size of the boundaries, no boundary shall be longer than 90 yards (82.29 meters), and no boundary should be shorter than 65 yards (59.43 metres) from the centre of the pitch to be used.
- At all times, there must be 3 yards (2.74 meters) from the boundary rope to the first solid object (advertising boards/LEDs, photographers, cameramen, dug outs, covers, perimeter fence) for the player's safety run off.
- If the boundary is positioned less than 90 yards (82.29 meters) from the centre of the pitch, the boundary rope cannot be set at a distance of more than 10 yards (9.14 meters) from the perimeter fence. The 10 yards shall be inclusive of the 3 yards (2.74 meters) provided for the player's safety run-off.200
- The playing surface shall be reinforced natural grass incorporating sub air drainage, permanent drainage and irrigation points. The field and pitch must drain well, and the grass be cut short to result in a fast outfield.

3.1.2 The Pitch

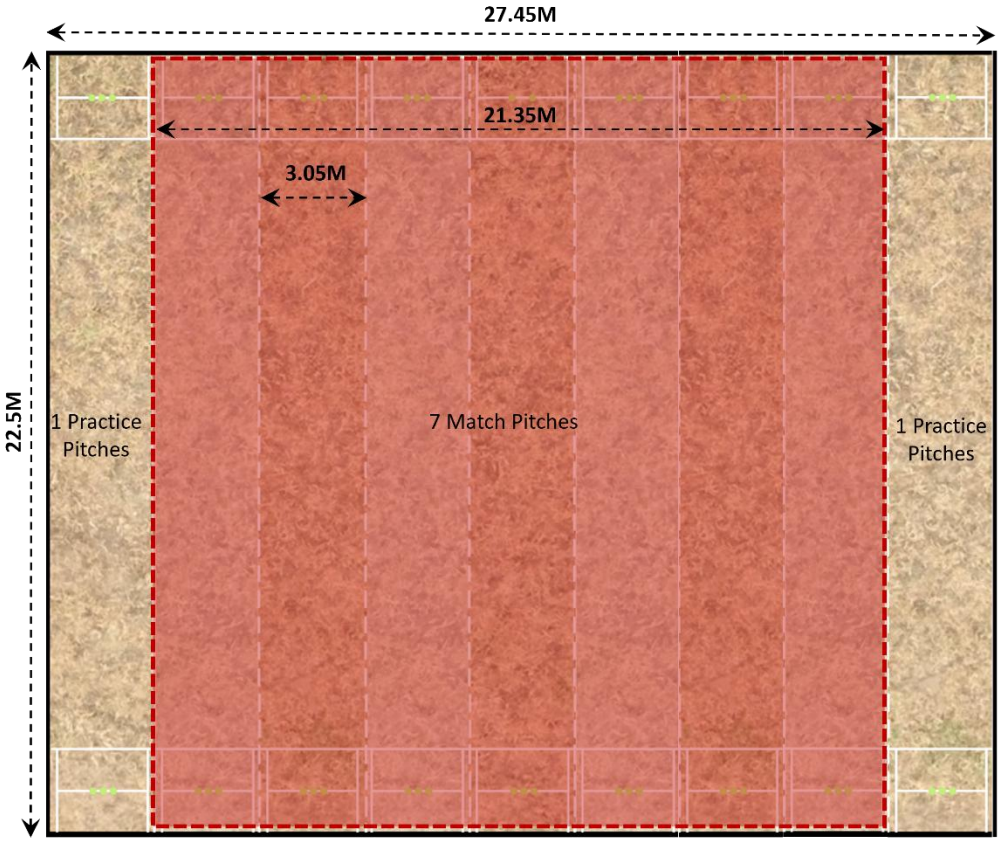
The pitch is a rectangular area of the ground 22 yards/20.12 m in length and 10 ft/3.05 m in width. It is bounded at either end by the bowling creases and on either side by imaginary lines, one each side of the imaginary line joining the centres of the two



middle stumps, each parallel to it and 5 ft/1.52 m from it. If the pitch is next to an artificial pitch which is closer than 5 ft/1.52 m from the middle stumps, the pitch on that side will extend only to the junction of the two surfaces.

Pitches will be orientated north to south. A total of 9 pitches will be provided.

The pitch cover shall be provided to cover all pitches and shall have a raised rim built into its edge and have 4 discharge outlets at its corners to allow water that collects on the cover during rain to be discharged into the field drainage system. The bowler's run-ups shall be provided with adequate covers.



Practice Pitches: Indoor / Outdoor practice pitches has to be considered with all necessary standards as per ICC / BCCI requirements.

4. SPECTATOR FACILITIES

4.1 Spectator Seating

4.1.1 Seating Capacity

The approximate net seating distributions, including wheelchair positions as currently planned are listed in the table below. It is proposed to offer various levels of season ticket and associated amenity packages which will be incorporated into the General Admission and VIP seating configurations.

The following table is provisional based on a net stadium capacity of minimum 25,000 seats.

Seating	Capacity	Comments
General Admission	22,800	Public Seating
VIP Members	1,150	Seating for VIPs
VVIP Members	750	Corporate Box Seating
Wheelchair Positions (0.5%) + Companion seating (0.5%)	300	Distributed across all seating categories and locations.
Total (Minimum)	**25,000**	

4.1.2 General Seating Requirements

A variety of seating types will be configured around the playing field, consisting of a combination of general admission seating, Accessible seating, reserved seating, Hospitality seating including corporate boxes and suites, press seating and team seating.

Total minimum net capacity of at least 25,000 spectators shall be provided. The seating capacity net figure excludes 'seat kills' associated with camera positions, written media seats, team benches and team coaches' accommodation.

4.1.3 General Admission Seating

New general admission seating shall meet the following criteria:

- Bucket seats with backs.
- Seats to have a spacing of 500mm minimum when measured centre to centre.
- Lower tier tread width to be 850mm.
- Upper-tier seating shall have a row depth of 850mm.
- Maximum number of seats between aisles shall comply with requirements stated in Guide to Safety at Sports Grounds (Green Guide), sixth edition.
- Removable public seating adjacent to all disabled seating spaces to be provided to allow maximum of 6 disabled spaces in a group. Additional banks of seating to be provided to allow for use in disabled seating space, when disabled spaces are not being used.

4.1.4 Corporate Box seating

- The term "suite" refers to the enclosed Air-Conditioned private hospitality space with fixed pitch view seating in front of the suite glazing. Minimum 25 suites shall be located to allow an excellent viewing angle to the pitch.
- Minimum 25 private/corporate suites, seating 18 persons in indoor / outdoor seating shall be provided.
- Spectator seating per private suite shall be accommodated in two / three rows of tiered seating.

4.1.5 VIP seating

- The term VIP seating refers to the open seating located within the seating bowl contained by a rail and consisting of 1150 seats located at the north and south side of the stadium.
- Seat spacing of 600mm centre to centre as a minimum
- Dedicated access to VIP seating areas away from general seating concourses.
- Dedicated male and female toilets are to be provided in proximity to the seating.
- Access to dedicated dining facilities is to be provided from the VIP area.

4.1.6 Accessible Seating

Seating for People with Disabilities will be distributed at various locations within the seating bowl within all seating categories and all tiers of the stadium. The criteria to be allowed for are:

- Wheelchair and companion: 1% of capacity, which is made up of 0.5% for wheelchair and 0.5% for companion. Space allowance for wheelchair and assistant shall be 1400mm x 900mm and shall have an accelerated sightline condition to allow unobstructed view of the field of play to a comparable standard of patrons within the stadium whilst seated or standing.
- Elevators and ramps shall be utilized where necessary to provide wheelchair / handicap access to various levels.
- Other facilities: Lowered counters at ticket booths, separate entry for disabled

4.2 Toilet Facility

4.2.1 GA Spectator Toilets

Adequate public toilets shall be provided throughout the stadium evenly distributed off the public concourses located behind the seating tiers.

- The general number of facilities shall be based on the number of spectators per individual fixture. The ratio of spectators to fixtures shall be based on **66.6 percent male** and **33.4 percent female** attendance based on the public capacity of the area of the ground served by the toilets.

- Toilets will be provided containing mirrors, toilet partitions, fixtures, general lighting and ventilation etc.
- One special W.C. in a set of toilets shall be provided for the use of differently abled with essential provision of washbasin near the entrance for the differently abled.
- Separate accessible toilet rooms shall be provided at maximum distance of 40m from wheelchair positions. They will accommodate a wheelchair and include accessible height water closets and grab bars, etc.
- One accessible toilet shall be provided for every 15 wheelchair positions.
- Washrooms will be generally equally distributed in the public concourses and must be of durable construction and easy maintenance.
- Final fixture counts shall be based upon the latest version of Tamil Nadu Combined Development and Building Rules.
- Urinals shall be provided in the male toilets in addition to WC's. Mirror, hand drying facility, soap dispensers, lavatories, toilet partitions and coat hooks shall also be provided.
- Public toilets shall be served with cold water only.
- Cleaner's rooms with a service sink and storage shall be provided to service the toilet blocks.
- The detail design of the public toilets shall allow for at least two entrances and preferably a one-way circulation system through the area where possible.
- Toilet blocks will be distributed proportionately around the concourses to minimise travel distances.
- Toilet block entrances and exits to the concourses shall be fitted with lockable gates to allow for their closure when not in use and during non-peak events.
- All toilet fittings shall be durable.
- The PA system will be capable of broadcasting match commentary within the toilet blocks; an override function will enable emergency, and information broadcasts and allows for muting to the toilet areas if required.
- All pipework, conduit and flush valves within public toilet blocks are to be concealed.
- All toilets shall be equipped with general lighting and exhaust.
- Floors are to be graded to floor waste and finished in a non-slip vitrified tile over waterproof membrane.
- All walls are to be tiled over waterproof membrane including all reveals and end walls.
- All cubicles are to incorporate laminated heavy-duty toilet partitions, vandal proof fittings and concealed vandal proof flush.

- Filtered Drinking Water Facility shall be provided as per NBC norms.

4.2.2 Hospitality and VIP Toilets

VIP Seating / Lounge areas and Private Box toilets shall be of a higher quality finish. Fixtures shall, where practicable be provided based on the following:

- Corporate Box and Suite toilets shall have hot and cold-water service
- Appropriate unisex disabled toilet facilities, including grab rails, sinks, etc. shall be provided adjacent to the wheelchair seating areas on the basis of 1 per 15 wheelchair spaces.
- Cleaner's rooms with a service sink and storage shall be provided to service the toilet blocks.
- All toilet fittings shall be durable.
- The PA system will be capable of broadcasting match commentary within the toilet blocks; an override function will enable emergency, and information broadcasts and allows for muting to the toilet areas if required.
- All pipework, conduit and flush valves within public toilet blocks are to be concealed.
- All toilets shall be equipped with general lighting and exhaust.
- Floors are to be graded to floor waste and finished in a non-slip ceramic or vitrified tile over waterproof membrane.
- All walls are to be tiled to minimum 2250mm height over waterproof membrane including all reveals and end walls.
- All cubicles are to incorporate laminated heavy-duty toilet partitions, vandal proof fittings and concealed vandal proof flush.
- Filtered Drinking Water Facility will be provided with each toilet block as per NBC norms

4.3 Food Beverages & Catering Requirements

The planning requirements of the Food & Beverage Services shall meet the catering needs of the stadium in an efficient and effective manner. All the different user groups have been identified, and their needs must be incorporated into the detailed design. The different user groups to be considered are as follows:

- Players
- VVIP
- Press
- Broadcast
- Hospitality suites

- Concession stands – General + VIP
- Event staff (temporary staff on event day)
- Security

The location of the various areas that make up the Catering System shall be carefully considered to ensure easy distribution of food and beverages from loading dock to end-user.

- The size of the various areas will be assessed to ensure that the operation can function effectively, especially during peak times.
- The location, distribution and detailed design of Food and Beverage outlets will be such as to maximise access and use by capacity crowds during short intervals.
- Consideration shall be given to proper waste management and environmental issues by measures such as minimisation of waste at the source, the use of CFC free refrigeration gases and energy efficient equipment.
- The needs of the people with disabilities shall be fully met by the thoughtful design of access routes to the various eateries, as well as the detailed design of, for example, counter fronts, to facilitate access.
- Flexibility to the kitchen areas shall be provided by allowing for the changeover of catering equipment.
- Travel distance to concessions shall be no greater than 40-60 metres from vomitories.

Vertical access to each floor shall be via ramps and/or service lifts. These lifts shall be able to restock concessions and serveries during events.

An efficient and effective system for serving food and beverages to spectators, suites and boxes, hospitality spaces, and athletes is an important component of successful stadium operations. The assumptions laid out herein are based on similar facilities that have been completed in India.

4.3.1 Concession Stands

Spectator Stands shall include but not limited to accommodate easy flow of spectators during event days. Each concourse areas shall have adequate vomitories, staircases concession stands, parenting rooms, toilets, etc., Entry from concourse to the respective seats shall be through vomitory openings.

Concession services shall be distributed around the concourses. Food and beverages stand shall be sized based on 1 service point per 200 spectators. 1 Service point shall be minimum 1m wide. Food stands shall have a depth of 6m for storage and food preparation, while beverage stands shall have a depth of 4.5m. A 2m queue zone should be allowed in front of all food and beverage stands which shall be independent of the concourse circulation zone.

- Planning shall be based on “speed line” type service but consideration should be given for “point of sale” service.

- Location of queue lines should be considered when placing concession stands, to minimise congestion in the concourses. A minimum of 2m queue depth is required for each concession, for the full length of the service counter.
- A basic shell space is to be provided, which allows easy conversion from one type of operation to another.
- All units will have capability of serving hot beverages and soft drinks throughout every concession stand.
- Provision of grease exhaust and grease traps.
- Security/smoke shutters will be provided at each counter front.
- Provision for TV at all concessions, positioned to allow a view by spectators standing in the queue,
- All food and beverage areas will be designed with appropriate hygienic, washable and durable finishes, in accordance with local and national Environmental Health standards.

4.3.2 Catering Support

The main kitchen shall cater to the people using following facilities in the Stadium

- Club Restaurant
- Banquets Halls
- Club Facilities like Gym, Squash Courts, Table Tennis rooms, Swimming Pool, Massage, Sauna, Steam, Snooker and Pool Room etc.
- Hospitality Boxes and Lounge
- VIP and VVIP Boxes and Lounge
- Green Rooms (In Concert mode)

The main kitchen will be located with immediate access to the loading docks and service lifts and shall be designed to accommodate all match day catering requirements.

- The kitchen shall be located on the service level of the stadium to support concession and catering needs at the point of major usage.
- Deliveries will be made to the loading bay directly adjacent to the Kitchen.
- Any goods requiring processing/cooking will be prepared in the main Kitchen before transporting to concession stands or hospitality spaces.
- Finishing materials will be easy to clean and food acid resistant. Flooring materials will be non-slip with coved skirting; ceiling materials will be moisture resistant.
- Rubbish collection rooms will be distributed around the facility for storage and processing of waste products.
- Storage space throughout will be provided.

Finishing kitchens (Pantry) shall be provided on the upper levels to service all restaurants, dining rooms, restaurants, corporate suites and VIP seat. Finishing kitchens shall be located to minimise travel distance between the finishing kitchen and the point of service and shall have direct access to back of house areas and service lifts to the service level of the stadium. Circulation conflicts between front of house and back of house catering operation shall be avoided.

4.3.3 Catering Staff Requirements

Space will be provided near the Main Kitchen for Catering administrative offices, staff lockers, uniform distributing, and event-day briefing. Laundry facilities are to be included within the facility. Space will be provided for temporary catering staff in close proximity to the main catering facilities and a briefing room on the service level of the stadium.

4.4 Merchandising Outlets

Merchandising outlets shall be provided at locations in public plaza based on discussions with Client.

- All merchandising stands shall be provided with power, telephone, data, drain and water connections.
- Additional locations shall be identified along the concourses and Public Plaza for providing temporary kiosks with provision of power, telephone and data.

4.5 Public First-aid Rooms

Satellite first aid rooms will be distributed throughout the public concourses. Spectators requiring more extensive treatment and / or x-rays will be evacuated by ambulance to local hospitals.

- All first aid Rooms shall have double leaf doors designed to accommodate stretcher access.
- A priority access route will be identified through the venue, preferably utilising back of house access for transfer of patients from the pitch and public levels.
- All first aid rooms will be accessible to wheelchair users
- All first aid rooms will be clearly signed posted and easily locatable.
- Work counter with sink and hot/cold water, power, data, and telephone outlets to be provided.
- All First aid Rooms shall have Accessible Toilets.

4.6 Spectator Service Counters

Consideration shall be given to spectator service points where staff or volunteers can be available to provide information and to answer any questions that visitors might have. These shall be available both outside and inside the stadium and be clearly signed and close to (but not obstructing) the busiest spectator approaches and areas.

4.7 Ticketing Window

Ticketing windows shall be provided at north & east side of the stadium along compound wall.

- Secure entry / exit for staff members with optional safe room.
- Each unit will be provided with electricity/phone/data connections as required.
- Dedicated accessibility counter at each ticket office.

4.8 Video Boards

2 nos. of Video Boards shall be provided on Upper tier of the Stadium. Screen size of each video board shall be minimum 18m (Wide) X 7m (High). Video board shall include the support structure, maintenance platforms, ladders, provision for cabling etc.

5. ENTRANCES AND CIRCULATION

5.1 Spectator Entrances

An efficient and effective control system for access into and exit from the stadium will be provided for all users, including both Event-day and non-Event day times.

- Event-day operations shall provide segregated entry points for general admission spectators, VIPs, staff, media, and players.
- Non-Event day entry points shall anticipate needs of staff, club members, athletes and public.
- Emergency egress routes shall be considered for both Event-day and non-Event day modes.

5.1.1 Turnstiles

Provide provision for a minimum of 1 turnstile for 660 spectators at public entries. Turnstiles will be provided in canopy structures outside of the stadium. All turnstiles location will be linked to a central system, linked to display devices in both event and security control rooms.

- Each group of turnstiles will have a gate with a minimum clear width of 1000mm to allow access by spectators in wheelchairs.
- An exit gate is required at each block of turnstiles to facilitate ejection of unwanted spectators.
- Space for a confiscation storeroom will be provided at each block of turnstiles.
- Turnstiles will be grouped into 15-20 units to provide 4-6 main entries into the ground distributed around the stadium to provide access to each seating section.

5.1.2 GA Spectator Entrance and Circulation

A system for the efficient and effective control of access into and out of the Stadium and circulation around the outside and within the Stadium shall be provided for all users. This shall include:

- Controlled access to the building, using tickets or accreditation, at convenient entry points for different user groups.
- An egress system.
- An emergency egress system.
- A turnstile control system for ticket holders.

This system shall include:

- Provision for a computer-based access control system for staff and accredited visitors.
- Provision for Integration of the turnstile control with a separate electronic ticketing system provided by an external agency.
- Barriers shall be located between turnstiles and shall be positioned for entry control.
- Entry plazas shall be designed to accommodate magnetometers and bag search as required for major event overlays.
- Entry plazas shall allow for the safe queuing and entry of patrons and shall avoid excessive congestion around changes of levels and entry turnstiles.
- As a guide an area of 0.35m2 / person shall be allowed for the external plazas located in front of the entry turnstiles.

5.1.3 Hospitality and VIP Entrance

A separate entrance lobby is to be provided for the Hospitality Suite, Corporate Box, VIP, sponsors and guests on the main public access level and preferable in close proximity to car parking

- Ticketing will be controlled with mobile turnstile or handheld ticket readers at each entry. Provision will be provided for, all power and data cabling as required at entry.
- Lifts at each VIP entry will be provided to serve corporate suites and dining rooms and cater for disabled access to all floor levels.

5.1.4 Players Entrance

- A secure Players' entry within the building with bus drop-off. This entrance shall be protected from public exposure and shall be able to accommodate at least four team buses parked in front of the Main entry or Secondary entry.
- Direct access from the entrance area to the changing rooms shall be provided.

5.1.5 Staff Entrance

A single-entry point will be provided for all event staff and catering staff with direct access to the external plaza areas surrounding the stadium. This space shall be adjacent to the events offices and catering offices, including changing rooms, dining room and uniform distribution.

5.1.6 Media Entrance

Media parking to be located as close as possible to the media access/egress point. A lift is to be available for use by the media staff to allow the vertical circulation of media personnel and equipment. All media facilities are to be separated from the public by secure means.

5.2 Access and Egress

A public egress system shall be provided so that in emergencies it allows the public to leave the Stadium by smooth unimpeded exit routes to adequately lit and clearly indicated assembly points in safe areas. The emergency egress system shall be designed in accordance with the "Guide to Safety at Sports Grounds" (The Green Guide) and in consultation with the CFO.

- The emergency egress system design will use the "timed exit analysis" method as per the recommendations of the Green Guide.
- All access and circulation areas shall be free from hazards, adequately drained where necessary, and slip resistant. Slip-resistance should be appropriate for the specific areas and comply with the standards in both wet and dry conditions.

5.3 Concourses

5.3.1 GA Concourses

The main public concourse shall be located behind all main seating tiers and shall serve directly all vomitories, concessions, and toilets.

The concourses shall be designed to ensure the safe passage of spectators in the event of an emergency to appropriate exits. The basis for the width of the concourse shall be as set out in the United Kingdom "Guide to Safety at Sports Grounds" (Green Guide) and in accordance with good international practice and local and national regulations.

- Concourse should be able to accommodate 50% of the capacity of the viewing area that concourse serves at any one time at a density level of 0.5 sqm per person.
- Maximum distance from seating aisle entry to concession / toilets = 40m.
- Concourse widths shall be designed to allow a pleasant spectator experience and shall be wide enough to allow 360-degree circulation as well as emergency egress. Concourse shall be designed to be a part of the safe egress system from the seating bowl to the outside.
- The emergency egress system design will use the "timed exit analysis" method with the adoption of an egress time of 8 minutes from the seating bowl to a free-flowing exit system as set out in the Green Guide.
- Concourses will be designed to sustain the point-loading situation typical for heavy equipment, such as forklifts, access equipment, and pallet loaders, without cracking or deflection.

- The concourses shall be designed to enhance the experience of visiting the stadium and shall provide facilities to allow people to congregate and relax prior to and after the match.
- The concourse shall incorporate clear graphics to ensure the orientation and safe passage of patrons.
- Maximum use of daylight shall be made to all concourse areas.
- The public circulation system on the concourses shall facilitate exit along the same path of travel as entry, which reflects the preferred pattern of use by spectators.
- The main entry level pedestrian walkway will encircle the stadium bowl, with 360 uninterrupted circulations.
- All spectator amenities shall be distributed around the concourse to minimise spectator travel distances.
- Concourses shall be designed as low fire risk areas, with all potential risks (e.g. catering and merchandise units) enclosed by fire resistant construction and fitted with automatic fire detection system, sprinklers, and/or smoke shutters.

The following provisions will be included in the public concourses:

- TV monitors will be located so that they are only in direct view of those standing in queue lines at catering units, rather than facing the flow of traffic in the concourse.
- PA system
- Waste Collection system.

5.3.2 VIP Box / Hospitality Box connecting corridors

Private corridors will provide access to the Suites and Boxes and associated toilet facilities. These corridors shall feature upgraded finishes, similar to the suite finishes.

- These corridors shall include PA, for emergency announcements only.
- Generous reception and meet and greet areas shall be located at the entry points to the corporate facilities.

5.4 Elevators

5.4.1 Passenger Elevators

Passenger lifts shall serve all main levels of the stadium. All lifts shall conform generally to National Building Code and other safety guidelines.

- Lifts shall be designed to be in banks of 2.
- Minimum capacity of the lift shall be 20 passengers.
- Lifts shall have centre opening.
- One lift per bank of is to be sized to accommodate handicap facilities.
- Lift lobbies shall be designed to be 'safe havens' during emergency for disabled.
- Security / Key switch to all lifts will be required.

- Security camera and access control card reader shall interface with CCTV and security system within each lift.

5.4.2 Service Elevators

Service Elevators will be provided with fully opening doors and durable stainless-steel finish. Goods lifts will have a minimum 2500 kg load capacity. Goods lifts required to be close to kitchens, storage and service areas.

5.5 Stairways and Ramps

Stairways and ramps will be designed for Emergency Exit in accordance with the Green Guide, NBC and TNCDRBR. Stairways will be distributed throughout the building, from lowest level to the upper floor, allowing for both public and service use.

- Public stairs shall be generally provided with natural ventilation.
- Anti-skid flooring to be provided on stairs and ramps.
- Design for exiting stairs and ramps directly into wide open spaces.

5.6 Field Entrances

A minimum of two pitch access points shall be provided from the Service Road to the FOP. These shall provide access for service vehicles, pitch maintenance vehicles and emergency vehicles as well as providing alternate means of egress from the field of play for events where patrons are located on the field (Concerts, Opening Ceremonies etc.).

Each field access shall be minimum 9.0 m wide and 4.5m minimum clear head height.

6. PLAYERS AND OFFICIALS' FACILITIES.

Team facilities shall be located on the South Pavilion and will have direct access to the playing field. There will be ramped entrances for player's access onto the field.

Team facilities shall be completed to include air conditioning, finished walls, floor finishes, ceilings, general lighting, furniture, electrical sockets and media requirements.

Parking for team buses will be required as close as possible to the team change facilities.

6.1 Player's Locker Rooms

The stadium shall have to player dressing room areas that include the team dressing rooms, toilets and showers and bathing/recovery areas. It is recommended that all player dressing room areas be similar in terms of size and standard of comfort.

The following spaces shall be included in each team dressing room area:

- Coach offices/dressing rooms
- Dressing room
- Toilets and sanitary facilities
- Showers and bathing / recovery areas
- Massage room

- Refreshment area
- Kit manager room
- Technical office
- Steam room
- Sauna room
- Ice Bath

All team dressing rooms shall contain the following facilities to the given specification:

- A changing room that will accommodate 25 players, including locker space (25) hanging space and benches in front of lockers with direct access to shower area.
- Team briefing room with seating, projection screen, whiteboard writing surface, TV and video facilities to sit up to 25 persons. (This could be located in the changing area or as a separate room.)
- Lockers to be individual 'carrel' style with integral bench, locker and hanging space.
- Boot & Kit storage together with storage for laundry and drying equipment shall be provided.
- Unisex disabled persons shower and toilet to be provided in each change room for injured players.
- Player's dining area will be part of the Locker Space or Lounge Area. Discrete service access from Pantry.
- Separate Outdoor viewing gallery for team attached to the Players' Lounge.
- Well-ventilated room with air-conditioned, and/or centrally heated with own control unit (individual control for each team area)
- Non-slip floors made from hygienic material, ideally with shock absorption
- Clothes-hanging facilities or locker space, with safes for personal belongings, additional cupboard/shelving space. Individual power points / USB ports for the charging of personal devices shall be provided.
- Provision to mount a television (including data/CATV connection) in a central viewing position.
- Mirrors
- Boot-cleaning area shall be provided close to the player dressing room area.

6.2 Umpire Changing Rooms

Air-conditioned changing rooms shall be provided for match officials. The room will be located with direct access to the Field of Play and secure access to the Broadcast Areas.

- Change room for 5 match umpires.

- Provision for double width 'carrel' style lockers that will have direct access to shower area and report writing area.
- Safe non-slip surfaces wet/dry carpet will be required throughout change room apart from wet areas.
- Writing area to be located in the room for writing of match reports.
- Provide power, data, telephone outlets and TV monitors.
- Showers, 2 Toilets and drying areas (2 showerheads, 1 hand basins, 1 urinals, and 1 lavatories.

6.3 First Aid

Provide an air conditioned first aid treatment suite for use by players (spectators in extreme emergencies) as needed on match days. The main first aid suite shall be situated at pitch level on the team changing room side of the service level with direct access to the field through the pitch access vomitories for the transfer of injured players by Ambulance. Two ambulance bays shall be located adjacent to the facility.

This suite shall incorporate the following:

- A screening area at the entry point, large enough for a stretcher
- Three cot areas with three stretcher beds and screening curtains
- Lockable medical cabinets for storage of supplies
- Work counter with sink and hot/cold water
- A refrigerator and ice bin
- A unisex disabled toilet room
- Work area for staff
- Stretcher width doors shall be provided from the pitch access vomitories and to the Ambulance Parking Bays located in the Service Road.

6.4 Doping Control Room

A drug testing room shall be provided adjacent to the Team Changing Rooms. The facility will be located away from media accessible areas to provide players privacy.

Drug testing facilities shall include the following:

- WC and hand basin.
- Small waiting area and Interview Room, with desk and chairs.
- Room to be air conditioned
- Under bench refrigerator
- Space provision will be made to allow for a stretcher bed and curtain to allow for possible blood testing of players.

- Direct access from the Drug Testing Room to the Access Road shall be provided to allow the secure collection of samples by couriers for testing.

6.5 Entrance Lobby and Hall of Fame

The Main Entrance Lobby to the Players / South Pavilion will include a dedicated display space for trophies and memorabilia.

6.6 Player's Benches

Two team portable benches shall be located either side of the Sight Screen with direct access to the centre line Player's Tunnel to the team changing rooms.

The interchange bench shall include the following:

- The benches shall be enclosed with a glass canopy and walls that will offer protection from the public patrons located behind in the lower tier.
- Players' benches shall be sized to accommodate 12 persons each.
- Space shall be allowed within the bench area to accommodate players' kit bags, storage boxes and portable drink / ice boxes.
- There will be a phone link and between this point, the Coaches Box and the changing rooms.
- Internal telephone line between interchange benches to doctor's room.
- Power and data lines will be provided at these locations.

6.7 Player's Entrance Lobby

A secure Player's entry within the building with bus drop-off shall be provided. This entrance shall be protected from public exposure and shall be able to accommodate at least two team buses parked in front of the Main entry or Secondary entry.

Direct access from the entrance area to the changing rooms shall be provided.

7. VIP AND VVIP FACILITIES.

Facilities for VIPs and VVIPs are the highest levels of hospitality within a stadium. VVIP spaces shall be predominantly used by stadium owners, cricket club directors and local dignitaries. VIP facilities shall be used by invited guests or commercial partners.

7.1 Entrance Lobby

A separate entrance lobby shall be provided for VIP and VVIP guests on the main access level and in proximity to car parking.

- Ticketing shall be controlled with mobile turnstile or handheld ticket readers at each entry. Provision of all power and data cabling for the same shall be made at entry.
- Lifts at each VIP and VVIP entry shall be provided to serve VIP suites and dining rooms and cater for disabled access to all floor levels.

7.2 VVIP Areas

VVIPs shall cater to club directors, local dignitaries, state leaders or national dignitaries. Entrances shall be separate from public entrance points, leading directly to the VVIP lounge and from there directly to the viewing area. The entrance shall be from a private area.

7.2.1 VVIP Lounge

The lounge for VVIPs shall be at the back of the VVIP viewing area. The VVIP lounge shall include a reception area with a desk to greet VVIP guests. A small private space within the VVIP lounge shall be provided to allow private meetings and discussions to be held.

7.2.2 VVIP Box

There shall be 25 VVIP boxes including Government Box and President Box. The seats shall be separated from all other seating categories by means of a permanent or movable barrier. Security factors should be assessed in determining the location of VVIP seating. The VVIP box shall offer a seating within a climate-controlled environment with glazing between the VVIP box and the seating bowl.

7.3 VIP Areas

VIP is a private area segregated from ticketed areas and therefore shall provide seating and a lounge space that is segregated from other groups. The dedicated VIP entrance shall be an easily identifiable entry point to the stadium, leading directly to the VIP lounge and from there directly to the viewing area.

7.3.1 VIP Lounge

The lounge for VIPs should be at the back of the viewing area (VIP tribune) with direct access from the seating bowl into the lounge. The VIP lounge should include a reception area with a reception desk to greet VIP guests.

7.3.2 VIP Seating

The VIP seating shall be in the north and south pavilion, directly above and behind the players' tunnel. The seats should be within complete seating blocks to ensure VIPs do not sit next to guests in different categories. The VIP box shall offer a seating within a climate-controlled environment with glazing between the VIP box and the seating bowl.

7.4 SKY VIEW TERRACE

- A sky view terrace seating shall be considered in north and south pavilion at the camera platform level. The seating shall be flexible seating with varied options.
- It shall be an outdoor seating with 50 people capacity.
- There shall be a small pantry serving this terrace from the service lobby without interrupting the flow of other stakeholders.
- Thera shall be a set of toilets for VIP and camera men.

8. MEDIA FACILITIES

8.1 Media Access

Media parking shall be on the entry level and close to the media access/egress point. A lift shall be located as close as possible to the media area to allow the vertical circulation of media personnel and equipment. All media facilities are to be separated from the public by secure means.

8.2 Written Press Box

A written press box shall be provided with a clear elevated view of the field in the North Pavilion. The permanent-Press box meets the following requirements:

- It will be fitted out with continuous rows of work counters and quality mobile adjustable chairs to accommodate 100 journalists
- The written press box shall incorporate tiered seating located behind a glass line.
- A minimum allowance of 500mm counter width for each journalist will be provided.
- Double electrical outlets, data, and telephone outlets to each work point.
- All wiring to be provided within cable management system.
- Elevated television monitors recessed into the ceiling above the window at the front of the Press Box shall be provided, with a direct feed from the host broadcaster or scoreboard operators, as well as receiving all regular network channels.
- Audio outlets from the interview room between the players rooms so interviews can be heard in the press box.
- Press workroom to be air-conditioned.
- Access to media lounge facilities.
- Operable windows to the pitch will be provided.
- Unobstructed view lines to the pitch and scoreboards will be provided.

8.3 Media Facility – Lounge

Provide a lounge area within the press area. This lounge shall be capable of serving food and beverages to all written press, TV and radio broadcasters. It may be used as the expansion space for the main press workroom for major events.

This facility shall contain casual sit-down dining tables and chairs for approximately 25 persons.

- Provide Serving Counter within the lounge
- Provide general lighting, air conditioned, plumbing and electrical, telephone and communication services.

- TV monitors to be setup within lounge to view play on ground.

8.4 Player Interview/Conference Room

A conference & interview room will be provided for interviewing players and coaches in an 'official' setting with appropriate lighting, backdrop, air conditioned and adequate space for reporters and cameras. This room shall be provided with television cable links, radio broadcasting, television box and links back to all press areas.

- The interview room will be setup to accommodate 50 seated on tiered seating plus cameras with an elevated platform at the front of the room to contain a desk and chairs for the interview subjects.
- Seating for up to 50 journalists. Seating to be provided with a fixed "tablet" on one arm.
- This room to have acoustic treatment to walls and ceiling surfaces to allow for high quality sound transmission for TV and radio broadcast.
- Direct cable connections will be located in the rear of the room for TV and radio broadcast.
- Storage space will be provided within proximity to the interview room. This is to store equipment.
- TV lighting, ceiling lighting grid and power to be provided.

8.5 Interview Areas at Pitch Level

In addition to the main press conference room located near to the players and media facilities on the service level the following zones shall be provided at pitch level.

- A 'mixed zone' shall be provided in the Central Player's Tunnel. This will be used primarily for international events, where written press journalists can interview players in a spontaneous environment as they leave the changing rooms to enter the players' lounge following a match.
- The zone shall be able to accommodate a barrier to separate players from journalists.
- Flash interview zone shall be provided in the players' tunnel to allow primary broadcasters to interview players as they leave the field.
- The Flash Interview area shall be able to accommodate TV crew lights and a sponsor's logo backdrop.

8.6 Media Dining

Provide media dining area within the press area. This area shall be capable of serving food and beverages to all media persons It may be used as the expansion space for the main press workroom for major events.

Media Dining shall include finished walls, floor finishes, ceilings, general lighting, air conditioned, plumbing, electrical, telephone and communication services.

This facility shall contain space provision for casual sit-down dining tables and chairs and serving counter.

8.7 Media Toilet Facilities

Provide dedicated Male and Female Toilet facilities adjacent to Media Lounge for Media and shall include finished walls, floor finishes, ceilings, general lighting, HVAC, plumbing, electrical, communication services and other requirements.

9. SPORTS LIGHTING:

The Lighting Design for the Cricket Stadium shall be provided as per the illumination parameters followed for International HDTV Broadcast by ICC/BCCI. Illumination design for other areas such as spectator stands, service areas, common areas etc are to be worked out separately as per the relevant BIS recommendations for those areas.

10. SIGHT SCREEN:

Project Design shall include Sight Screen as per ICC / BCCI Standards: Qty 2 Nos.

- GI Panels Cricket Sight Screen(Movable) of size: 40' Length X 20' High (From Ground Level)
- Panels : Sight Screen Panels are made of unbreakable GI Sheets .
- GI Sheet Thickness : 1mm
- Panels Would be Perforated to enable the air to pass through the Sight Screen.
- White & Black Color Vinyl would be pasted on each side of the panels .
- The vinyl panels would provide long lasting , mentainance free & smooth finish.
- Base : Heavy Duty GI Pipe Structure .
- Base size : 10ft x 40ft GI Pipe structure of 75mm Dia & 4mm Thickness.
- Color : One side black color & other side white color
- Paint :Apart from panels rest of the sight screen would be painted by automotive paint .
- Movable : 12 Spl. Turf Wheels Allowing Easy Movement

11. DIGITAL SCORE BOARD:

Project Design shall include digital score board: Qty : 2 Nos.

- Providing & Fixing Pixel 40000 of size 5.76x11.52
- Voltage-220 Volt AC 50Hz
- Box-Al / Mg alloy die cast cabinet
- LED Color-Full-color video
- Processor per screen
- Optic fiber and LAN to optic convertors (120 meter)
- MS Vertical poles for holding the structure

12. BROADCAST FACILITIES

12.1 Broadcasting Control Room

The Broadcast Control Room shall be at the lower level of the building to facilitate ease of movement of Heavy Equipment.

- High level of acoustic isolation shall be required within room from external noise.
- The room shall directly connect to the outdoor Broadcast Compound.
- Large Door opening with provision for multiple cable entry provisions.
- BCR shall be air conditioned and designed to handle additional heat loads from equipment and lighting. Air conditioning equipment and ducts to be acoustically treated to attain required noise control.
- Toilet facilities (Male & female) shall be provided near the BCR.
- Separate Dining Area for 30 people.

Broadcasting Control Room shall include finished walls, floor finishes, ceilings, general lighting, air conditioned, electrical, telephone, communication services and other requirements.

12.2 Broadcast Compound

Space to allow outside broadcast (OB) vehicles to connect to the in-stadium infrastructure and transmit matches to the wider broadcast network. The scale of the broadcast compound is at least 300m² and for major matches space required extends up to 2000 m².

Cable routes between the broadcast compound and the stadium shall be carefully designed to ensure crossover with spectator and vehicle routes is avoided.

12.3 Television Broadcasting Box

Two television broadcasting booths shall be provided with special acoustic treatment to walls and ceilings. Allow for the maximum flexibility for the producer's camera

positions and presenters backdrop of the arena. Sufficient height shall be provided to ensure adequate lighting positions.

- TV boxes to have flat floor
- Box to include seating space for 5 commentators with counter bench in front of operable windows.
- Centre of box to be set up for use as 'set'.
- Solid wall to sides with curtain behind which allows camera to film through with the arena as background, no joints in glass panel to centre of box.
- High level of acoustic isolation will be required within box from external noise.
- Direct feed from stats box and interview room to be provided.
- Operable or removable glazing to the right and left-hand side of box to be provided.
- Direct cabling between OB Vans and Broadcast Box and camera positions to be provided.
- TV Broadcast Room will be air conditioned designed to handle additional heat loads from equipment and lighting. Air conditioning equipment and ducts to be acoustically treated to attain required noise control.

12.4 Television Outside Broadcast Vehicle

Parking for OB Vans (two OB Vans, one generator van, one 20-foot truck shall be provided within the stadium compound within 100m of the main TV Box and with minimum clearance height 4600mm. Patch room to be provided within the OB Van parking area with direct link to all camera outlets and Broadcast Box and interview rooms.

12.5 Radio Broadcaster Booths

Radio broadcasting booths shall be provided for radio commentators and shall have built-in counters and special acoustic isolation treatment on walls and ceilings to each box. The spaces shall be flexible to accommodate the varying broadcasting media requirements.

- Booth enclosed on all four sides with fully operable windows at the front (pitch side), tiered seating, built-in counter with 4 electrical, 4 data/phone outlets along the front with suitable cable management.
- Soundproof radio booths will be required with the ability to sit four persons in one row across front with clear sightlines to all parts of the ground and scoreboard.
- Space at back of boxes for technical equipment. This is to be housed within a lockable closet with suitable ventilation and cable management access.

- Large bench at rear of box at which a technician can be seated behind commentators to operate broadcast equipment.
- Door to box to be glass.
- Operable glazing to field of play.
- Each box to have TV monitors, to be able to be viewed whilst facing the ground.
- Power, data, telephone outlets and to each box shall be provided.
- Direct feed from Stats shall be provided.
- Audio split facility, data cabling required in each radio commentary booth back to interview, change rooms and press areas.
- Radio boxes to back on to media lounge area.
- Radio boxes to be air-conditioned.
- Air conditioning equipment and ducts to be acoustically treated to attain required noise control.

12.6 Third Umpire Room

Third Umpire Room shall be located at an elevated position with preferential view to pitch and scoreboards.

- Box to include seating space for 3 umpires and 2 statisticians with counter bench in front of operable windows.
- High level of acoustic isolation will be required within box from external noise.
- Direct feed from stats box and interview room to be provided.
- Operable or removable glazing to the right and left-hand side of box to be provided.
- Direct cabling between OB Vans, Scoreboard, Production Control Room and camera positions to be provided.

  Third Umpire Room will be air conditioned designed to handle additional heat loads from equipment and lighting. Air conditioning equipment and ducts to be acoustically treated to attain required noise control.

12.7 Cabling / Service Provision

The cable route from the OB Van compound and parking area into the building shall allow for easy access to cabling routes.

Permanent fibre optic cabling shall be installed to the primary broadcast facilities between Broadcast Room, OB Van Area and all the camera positions.

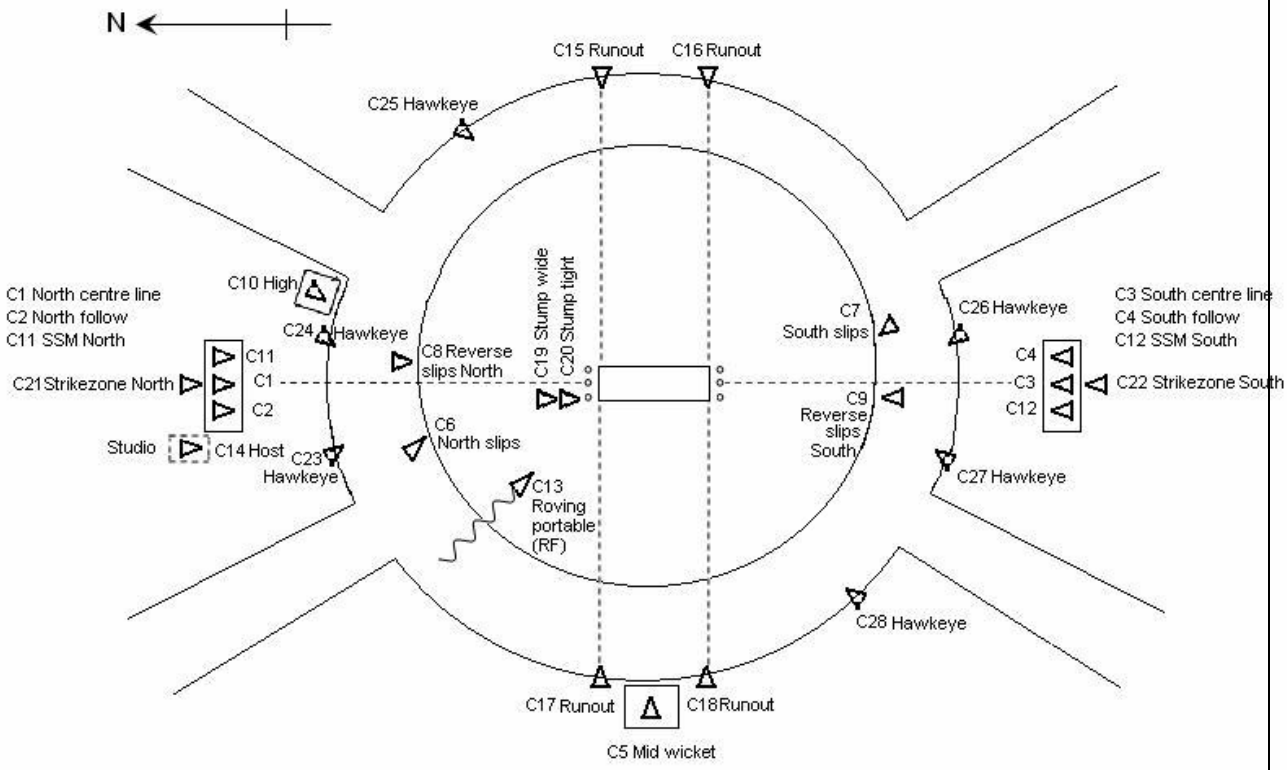
Cable routes between the broadcast compound and the stadium shall be carefully designed to ensure crossover with spectator and vehicle routes is avoided.

12.8 Camera Platforms

Final camera positions will be subject to the requirements of individual broadcasters and producers for each sport. However, the camera and cabling requirements positions will be as follows:

Television camera positions shall be located around the ground. Camera positions to be designed to minimise obscuring sightlines from seating and shall not reduce the spectator capacity of 30,000.

Main Camera platforms will be provided at both ends of the north - south axis of the stadium. These stands will be part of the north and south pavilions. Additional camera platforms will be provided for Cricket. Camera positions for Cricket match



13. STADIUM OPERATIONS FACILITIES

13.1 Stadium Management

The stadium management requirements shall be developed further in consultation with the stadium operator as the design progresses. At this feasibility stage the following provisions shall be made:

13.1.1 Stadium Management Offices

Space provision of office spaces for Senior and general management of stadium shall be made in an area inside stadium which is easily accessible to the other main areas. Provision of Lighting, ventilation, air conditioning, power supply and internet connectivity shall be made for all these spaces.

13.1.2 Facilities office

Space provision of office spaces for facility management of stadium shall be made in Stadium near management offices. Provision of Lighting, ventilation, air conditioning, power supply and internet connectivity shall be made for all these spaces.

13.1.3 Meeting Room

Space provision for Stadium Management Meeting Room with Lighting, ventilation, air conditioning, power supply and internet connectivity shall be made.

13.1.4 Maintenance Staff Lockers & Toilets

Locker / shower / toilet rooms for full-time staff, including grounds keeping and maintenance personnel, shall be provided. Separate shower facilities will be required for male and female staff, each with the following provisions:

- (5) full-height lockers, 300mm wide
- 2 Shower cubicles
- 2 WC and 2 wash basins
- 2 Urinal in facility for males

13.1.5 Uniform Storage

A uniform distribution and storage room shall be located near Staff locker/changing rooms and Staff entry.

13.1.6 Laundry & Kit Store

A Room for Laundry, drying equipment and Kit Storage shall be provided with adequate Lighting, Ventilation and Power supply.

13.1.7 Pitch Maintenance Staff Office

Provide a secure Pitch Maintenance Office adjacent to the FOP storage. This office shall house the irrigation control systems. Provide a break room for Pitch maintenance staff with a toilet room.

13.2 Security

This brief allows for the inclusion of separate facilities for privately contracted Stadium Security and the Coimbatore Police, which shall work jointly during events. Further discussions will be needed to verify appropriate space allocations.

13.2.1 Main Security Office

Security Office will be used for coordinating security personnel and stewarding operations on event days. It must be able to accommodate all emergency services in case of building evacuation, so all basic facilities within the Venue Operation Centre will be duplicated, in a reduced fashion. Other requirements for the security offices are as follows:

- Workstations for eight staff
- A briefing room

- Equipment storage space
- A staff break room
- Unisex/people with disabilities toilet room

13.2.2 Venue Operations Centre

Stadium shall be equipped with a Venue Operations Centre (VOC), from where safety and security operations at the stadium can be monitored and controlled, and resources can be directed in both normal operations and during emergencies.



Reference image of Venue operations Centre

The VOC should be in a secure area of the stadium and have an overall view of the stadium bowl. The size, configuration and furnishings of the VOC should be designed to accommodate all equipment and personnel necessary to manage the safety and security of the stadium efficiently.

The layout of benches monitors, and seating arrangements should consider the requirements of the various operators and agencies present. Screens and monitors should be positioned to avoid glare from the pitch-view window. There should be sufficient wall space for information boards and control panels.

The VOC shall remain operational in the event of an emergency and equipment in the VOC must have a secondary power supply. In addition, any equipment that will require a reboot sequence or not tolerate a short outage must be on an uninterruptable power supply. The VOC will require connection and access to the following stadium systems:

- Public address (PA) system: the public address announcer, who may be part of the entertainment or infotainment team, should have communications connections to the VOC, but should not operate from the VOC. The VOC should have a PA override facility to give designated individuals / operators and security staff priority use of the PA system in an emergency. The system should be intelligible so that broadcast messages can be heard under reasonable

conditions (including emergencies) by all persons of normal hearing, including those people who are waiting to gain entry, and in any part of the stadium to which the public has access. The PA system should be designed to allow broadcasts to be made to specified individual areas both inside and outside the stadium, including the pitch.

- Fire alarm control panel: Secondary fire control panel shall be located in the VOC
- Electronic video screen control system: The main operator of the video screen(s) should not be located in the VOC but in a separate room nearby to allow communication between the two areas.
- Closed-circuit television (CCTV): adequate CCTV systems with sufficient monitor screens and camera controls should be located in the VOC to undertake surveillance monitoring of the stadium and its immediate vicinity.
- External fixed landline, direct dial
- Intercom or internal fixed landlines between key locations around the stadium and the VOC.
- Building Management system shall be housed in VOC.
- Spectator entry counting system: Stadium entry points must have a system for counting spectators, and this information should be relayed to the VOC

13.2.3 Meeting Room for VOC

A separate meeting room shall be provided close by adjacent to the VOC, where key personnel can meet in an emergency or other scenario as required.

13.2.4 P. A. Control Room

Public Announcement Control system shall be operated from P.A. Control room and shall be in proximity to Venue Operations Control Room.

13.2.5 Police

The main Police office shall be provided in the stadium. Whilst no liaison with the Meghalaya Police has occurred at this stage the following Police facilities have been assumed based on similar stadia facilities:

- A public waiting area for 4 people, separate from forward reception area by internal doors, and to be fitted with an automatic entry system for security.
- Forward reception will accommodate 2 officers behind the counter. Provide counter with cabinets, seats and space for police designated computer terminals.
- Interview rooms for 4 people with seating and a desk. It will allow access from the public and police side of counter.
- An office located off the forward reception area. It will allow access from the police side of counter only.
- Photocopy room to be accessible from the police side of counter only.

- A secured storage room to be used to store kit bags and other specialty equipment.
- Break room will have comfortable seating for 4-6 persons and kitchenette facilities

Separate toilet rooms for male and female staff, at a 2:1 male/female ratio. For men: Provide 2 WCs, 3 urinals, 2 wash basins. For women: Provide 2 WCs, 2 wash basins.

13.3 Storage

13.3.1 Cricket Equipment

- Storage for athletic equipment, including boundary ropes, sightscreens, nets, and balls, will be provided on the Field Level, with direct access to the field.

13.3.2 Entertainment Equipment

- Storage for pre-event and half-time entertainment production equipment will be provided in the service level. This may be a lockable multi-purpose room, or other service level rooms not required for concert / opening ceremony use.
- On site storage will be required for seats removed to allow for stage set-up.

13.3.3 Rigging Store

Storage for rigging equipment shall be provided within the entertainment equipment stores and main facility workshops.

13.4 Groundskeeping Store

A large storage area for groundskeeping materials and equipment will be provided. This will be located adjacent to the pitch, with direct access by groundskeeping vehicles. Other provisions to include:

- Overhead doors which lead to pitch access.
- Ventilated area for parking of forklifts, tractors and other motor driven equipment.
- Separate secure chemical storage room.
- Separate drive-in bin areas for the storage and separation of pitch material.

13.4.1 Groundskeeping Office

- Provide a secure Groundskeeping Office for two people adjacent to the main storage office. This office is to be adjacent to the pitch irrigation pump room and shall house the irrigation control systems.

13.4.2 Staff Room

Provide a break room for Groundskeeping staff with kitchenette facilities, and a toilet room.

13.4.3 Chemical Shower

- An emergency shower will be provided, adjacent to the Groundskeeping Storage areas within the pitch access Vomitory. This is to enable personnel to wash contaminants off in the event of an emergency.

13.4.4 Irrigation Pump Room

- An Irrigation system pump room shall be located next to the office area. Size of this area will be dependent on the irrigation and pitch system chosen and shall be confirmed during the next stage of the project.

13.4.5 Water Retention Tanks

- Water retention tanks for irrigation of the playing field will be provided. Size to be determined in accordance with recommendations by the pitch and hydraulics consultants.

13.5 Janitorial

13.5.1 Central Supply Storage

- A centralised storeroom will be provided on the Service Level for storage of bulk cleaning supplies.

13.5.2 Cleaner's Closets

- Each pair of public toilet rooms will have a cleaner's closet, with a mop sink and space for storing toilet room supplies.

13.5.3 Rubbish Collection

- Rubbish collection rooms will be distributed on each level for handling of waste collections.
- Refuse Chutes shall be located in fire protected risers adjacent to the service lifts.
- Rubbish compactors shall be located at Lower Level.
- Bins shall be located close to all Food and Beverage and Bar outlets and shall accommodate recycling compartments. Bins are to be located in defined locations away from the main congestion points in the concourses.

13.5.4 Waste Compactors

- Waste Compactor units shall be located beneath all refuse chutes. A refrigerated compactor area shall be located adjacent to the central kitchen.

13.5.5 Waste Management Office

- A Waste Management office will be located adjacent to the main service drive and near the main refuse transfer point.

13.6 General Store

- A large storage room will be provided for miscellaneous building storage.

13.7 Loading Dock/Staging

- One loading bay will be provided for food service deliveries, located directly adjacent to the Main Kitchen.
- Space for waste compactors (wet and dry) will be provided within the staging area.
- Waste management system and recycling policy for food service and for stadium operations will require further study, but assume that some recycling bins will be provided for the appropriate materials – glass, aluminium, clean paper and cardboard, etc.

13.8 Building Services

Space allocation shall be allowed for the following building services. Reference should be made to the DBR for services for design criteria.

- Mechanical
- Electrical
- IT/ Communications
- PA Systems
- Fire
- BMS
- Lifts

Noise generating plant equipment shall be ideally located away from acoustically sensitive areas. Where possible, roof top equipment shall be attenuated and isolated to avoid noise breakout. Consideration is being given to utilising the principles of environmentally sustainable design to minimise the use of air conditioning plants.

14. STADIUM CLUB FACILITIES

14.1 Entrance Lobby

Club members parking shall be located as close as possible to the Club Main Entry. A drop-off facility shall be provided at the Club Entry with deep entrance canopy.

A lift shall be available for use by the Club Members to allow the vertical circulation. All club facilities shall be separated from the public by secure means. An air-conditioned reception and lobby shall be located in proximity to the central drop off area for the club members. It shall also include a reception and check-in desk for members, lounge chairs and coffee tables.

14.2 Banquets

The banquets shall be designed for large meetings, presentations, and performances. The space shall be adaptable to different seating arrangements (e.g., round tables,

rectangular tables, theatre seating, or lounge setups). The design shall allow for easy reconfiguration of the room as needed.

A dedicated space for stage installations (for performances, speeches, or presentations), typically 5–10 meters wide and 2–4 meters deep, with adjustable elements like a backdrop and podium shall be provided. A Pre-Function area shall be provided for guest reception, welcome drinks, or coat check.

14.3 Green Rooms

The green room shall have a quiet, private area for relaxation and preparation before or after an event. This space shall be for performers or VIP guests, featuring comfortable seating, mirrors, adequate lighting, and necessary amenities like restrooms or refreshment stations.

14.4 Admin office

Club admin shall be a space with allocation for cabins, conference rooms etc.

14.5 Gymnasium

The gymnasium shall have a clear, open floor plan for flexibility in equipment placement and movement. It shall have separate areas for cardio, strength training, and stretching. The strength training area shall have dumbbell weights which are normally stored on open racks grouped in weight ranges, with additional benches and stands provided for heavier barbell weights.

The floor structure shall be able to resist high dead loads imposed by the equipment, along with the potential for high live loads from:

• Users

• Accidental point load impact (e.g. dropping of free weights)

• Dynamic effects (harmonic vibration from users on machines)

14.6 Locker Rooms

Separate Male and female locker rooms shall be provided to facilitate changing before and after recreational activities. Half and full lockers shall be provided in each locker room. Showers should be programmed to provide individual cubicles with dressing compartments.

14.7 Steam, Sauna and Massage Room

Steam and Sauna shall have a space planning for optimal user comfort, proper ventilation, heat, and humidity control, and safety precautions. The use of natural, heat-resistant materials is crucial, along with a carefully designed lighting and ventilation system.

Safe placement of the steam generator, typically at the back or in a utility room, to prevent direct user contact. Steam control system, adjustable to ensure a comfortable experience. Temperature sensors and humidistats to monitor and control environmental conditions.

Massage Room shall have privacy, a relaxing ambiance, adequate space for the therapist to work, and proper ventilation for comfort. The design shall focus on comfort, hygiene,

and safety with a calming atmosphere supported by soft lighting, soundproofing, and functional storage. Flexible Layout with the massage table centrally located to ensure ample circulation space around the table. Provision shall also be made for storage areas (e.g., cabinets or closets) for towels, oils, and other massage equipment.

14.8 Squash Courts

Four numbers of squash courts shall meet all the requirements of World Squash Federation standards for singles play including all dimensions, flooring, finishing, lighting, painting etc. Viewing benches shall be provided outside

14.9 Snooker / Pool Room & Board Games

The match tables and room shall meet the International Billiards & Snooker Federation (IBSF) standards for the playing area. The snooker / pool room shall be a minimum of 85 sq.m. The room shall accommodate the table with sufficient space around it for players to execute full shots with the cue stick.

It should accommodate other board games like chess, carom board, etc., for recreation purpose.

14.10 Table tennis room

The design of the Table tennis room shall meet the International Table Tennis Federation regulation for Table size, clearance, flooring, wall finish, lighting etc. The space shall be sufficient to place 4 tables with necessary clearances all around including height.

14.11 Swimming Pool

The swimming pool shall measure 25m in length and 20m in width and shall serve as a lap pool. Supporting facilities such as filtration room, dehumidifier room and heat pump shall be provided. Separate male and female toilets with shower facilities shall be provided.

14.12 Restaurant

The dining areas shall provide the following amenities:

- Catering kitchens and other support space shall be provided adjacent to the function rooms, to provide superior food product and service.
- All dining rooms and lounges shall be air-conditioned.
- Provision for television monitors shall be located throughout the dining rooms.
- Restaurant shall be fitted out with appropriate technologies for PA services and wiring shall allow for easy use of plug-in mobile audio-visual equipment.

15. RETAIL FACILITIES

- There shall be a designated retail space to the east side of the stadium beneath the podium.
- Total 39 no. of shops to be built with basic worm shell finishes.

- There shall be a set of common toilets.
- All the common toilets and corridor needs to be completely finished as per the finishing schedule.

16. EXTERNAL DEVELOPMENT

- On-site parking shall be provided for non-event day. This parking will serve as an enhancement to the surrounding developments. On an event day, use of these car parks will be restricted. The public plaza of the stadium shall create an area for pedestrian circulation and other activities.
- Any adjacent car parks and kerbing shall accommodate pedestrian flow, and the finishes of the car park will be integral with the plaza so it appears as one space but shall align with local road policy. In addition, dedicated stadium parking shall be provided for administration, operations, media, team and possibly VIP parking.
- Event day vehicular access to the site shall be accommodated within the design as it will be required primarily for media, services and operational teams, VIPs and emergency vehicles.
- Boulevard-type atmosphere. The plaza shall be an open space to allow for maximised and safe pedestrian circulation during events. Some hard landscaping components, such as benches shall be integrated in strategic locations to enhance the plaza and break down the scale of the open space.
- Power outlets for plaza use to be incorporated into the enclosure of the stadium exterior.
- The main public entries shall respond to the largest influx of spectators.
- Provisions for local weather and topographical conditions based on the consultant's recommendations and as reviewed with the local council.
- Environmentally sustainable design:
- Provisions for storm water retention shall be included.
- Storage tanks shall be included for fire protection, capacity shall be confirmed.
- Provision for large external Video Boards.
- Compaction shall be performed during the filling work to achieve a minimum of 95% of the Proctor density.

16.1 Podium and Public Plaza

16.1.1 Podium

A dedicated podium level shall be incorporated around the stadium to ensure the segregation of spectator movement from the flow of other stakeholders, including but not limited to players, VIPs, media representatives, and officials. This measure shall be implemented to prevent any interference or overlap between the various parties, thereby maintaining operational efficiency and safety throughout the venue.

16.1.2 Public Plaza

A public plaza shall be designated and developed in front of the East & West stand, serving as a regulated gathering area for all attendees, and providing a controlled access point to the stadium on event days. This provision is intended to ensure orderly movement and facilitate efficient ingress and egress for all persons attending the venue.

The plaza shall be maintained for public use and may be subject to specific regulations or restrictions as deemed necessary for its upkeep and safety. Access to the stadium and surrounding areas shall be controlled in accordance with applicable policies, ensuring the plaza remains a secure and welcoming environment for all visitors.

Multiple entry points shall be strategically planned at various locations along the length of the road to ensure efficient and regulated access to the plaza.

16.2 Parking

Parking distribution will be as follows:

- Spectator Parking: separate plot adjacent to stadium
- Parking Bays for People with disabilities. Number to be as per NBC or TNCDRBR
- Staff / Team Parking Bays
- VIP / Corporate Parking
- VVIP Parking with support vehicles
- Police
- Ambulance
- Provide parking spaces for 3 Broadcast Trucks and 2 Team Coaches.
- Club & Retail Parking: 200

16.3 Entry & Exit Gates

- The stadium premises shall have 5 vehicular gates, 3 pedestrian gates strategically located along all the sides of the site.
- During the event days out of these 5 vehicular gates, two gates shall facilitate the entry and exit of players, VIPs, VVIPs, Media, and other stakeholders, one shall be for service entry and exit and during the non-event days two gates shall facilitate for retail and club entry and parking inside the premises.
- One gate shall be designated for buses accessing the bus drop-off point.
- Each vehicular gate will have 1 number of security cabin with connectivity to intercom network.

16.4 Compound Wall

The stadium facility shall be enclosed by a robust and secure compound wall designed to ensure safety, privacy, and control of access to the premises. The compound wall will demarcate the boundaries of the site, providing a clear separation between the facility and surrounding areas.

The design of the wall shall incorporate access control points, including gates for vehicles and pedestrians which are mentioned above to regulate ingress and egress.

16.5 Service Buildings

The stadium facility shall include Sewage Treatment Plant (STP) and an Electrical Substation, both of which are integral to the operational functionality of the facility.

16.5.1 The Sewage Treatment Plant (STP)

It shall be designed and constructed to meet all applicable environmental and regulatory standards. It will be responsible for the treatment and disposal of wastewater generated within the stadium premises.

16.5.2 The Electrical Substation

It shall be constructed to provide a stable and reliable power supply to the entire stadium facility. It shall be equipped with all necessary transformers, switchgear, and associated equipment specified to support the electrical demands of the venue, including lighting, security systems, and other essential functions.

Both the STP and Electrical Substation buildings shall be securely located within the compound, with restricted access to authorized personnel only.

16.6 SOFTSCAPE

Designing a landscape concept that incorporates a peripheral zone, parking zone, drop-off zone, and arrival zone can create a harmonious and functional space.

16.6.1 Peripheral Zone

- **Purpose**: This area typically serves as the outermost perimeter, helping with the separation of the main space from the surrounding environment.
- **Design Features**:

a) **Planting**: Incorporate dense, low-maintenance shrubs and trees that act as a natural boundary while providing privacy and aesthetic appeal. Trees can be strategically placed for shade and seasonal color.

b) **Pathways:** walkways or trails that guide visitors gently from the edges toward the center of the space. These pathways can be lined with ornamental grasses, flowering plants, and ground covers to soften the edges.

16.6.2 Parking Zone

- **Purpose**: The parking zone accommodates vehicles while blending into the landscape without being intrusive.
- **Design Features**:

a) **Permeable Pavement**: Use permeable materials like porous asphalt, or pavers to allow for water infiltration, reducing runoff and improving sustainability.

b) **Landscape Buffer**: Low, ornamental trees, shrubs, and hedges can be placed between parking rows to soften the visual impact. Consider planting shade trees to reduce heat and offer comfort for those walking to and from their cars.

c) **Green Space Integration**: Small green patches within the parking area with plants, trees, or grass to break up the expansiveness of paved surfaces.

16.6.3 Drop-off Zone

- **Purpose**: This zone facilitates quick and efficient unloading of passengers, often positioned near building entrances.
- **Design Features**:

a) **Paving**: Use smooth, durable surfaces such as textured concrete or paving stones to define the area and ensure ease of movement for people exiting and entering vehicles.

b) **Planting**: Light planting along the edges (like small shrubs or grasses) can add to the aesthetic without blocking the view or creating obstacles.

16.6.4 Arrival Zone

- **Purpose**: This zone sets the tone for the visitor's experience, welcoming them as they enter the space.
- **Design Features**:

a) **Hardscaping**: Decorative paving or pathways leading from the drop-off zone to the entrance can be used to guide people while establishing a sense of arrival. Materials such as stone, or decorative tiles can add elegance.

b) **Lighting**: Install soft, ambient lighting to highlight key features and ensure the space is well-lit at night. Accent lights around plantings or water features can create a tranquil atmosphere.

16.6.5 Overall Integration

- **Flow and Connectivity**: Ensure smooth transitions between zones, using paths, plantings, or materials to guide movement from one area to another. The landscape should feel cohesive, not fragmented.
- **Sustainability**: Focus on sustainability by using native plants, water-efficient systems, and eco-friendly materials.
- **Accessibility**: Ensure all zones are accessible to people with disabilities by incorporating smooth paths, ramps, and benches at appropriate heights.

The overall goal of this design concept is to create a welcoming, functional, and visually appealing environment while also considering the movement of people and vehicles, comfort, and sustainability.

17. SIGNAGE / GRAPHICS

A comprehensive, visible, readable, flexible and effective signage system shall be provided both outside and inside the building. The graphics shall be coordinated with those for the entire complex and provide signing as follows:

- Direction to and identification of Stadium entrances including Gates, ticket booths, turnstiles and special entrances.
- Signage within the Stadium to indicate Levels, Rooms, Aisles, Rows and Seat numbers; to be integrated with the ticketing and seat numbering system to provide a simple and easily understood method for spectators finding their seats.
- Direction to and identification of toilets, first aid rooms, exits, Police, Security and other public facilities.
- Direction to and identification of vending facilities (merchandising, food and beverage, etc.
- Direction to and identification of all cafes. Bars, dining rooms, function rooms, club rooms and corporate facilities.
- All signage to be provided including all back of house areas, Coaches, Player's facilities, Car parks, Kitchens, stores, operations and plant rooms.
- External signage should meet with the local planning authority guidelines.
- Each entry point and exit gate to be named.
- Road markings and signage to be included.

18. GREEN BUILDING CERTIFICATION

The environmental impact of the building design, construction and operation industry is significant. Buildings annually consume more than 20% of the electricity used in India.

Development shifts land usage away from natural, biologically diverse habitats to hardscape that is impervious and devoid of biodiversity. The far-reaching influence of the built environment necessitates action to reduce its impact.

Green building practices can substantially reduce or eliminate negative environmental impacts and improve existing unsustainable design, construction and operational practices. As an added benefit, green design measures reduce operating costs, enhance building marketability, increase worker productivity and reduce potential liability resulting from indoor air quality problems.

Studies of workers in green buildings reported productivity gains of up to 16%, including reductions in absenteeism and improved work quality, based on "people-friendly" green design. In other words, sustainable building design has environmental, economic and social elements that benefit all building stakeholders, including owners, occupants and the public.

IGBC GOLD Rating or above shall be achieved and for that following Green Building features shall be incorporated in Stadium**:**

The measures have been enlisted under the following heads:

- Energy Efficiency
- Water conservation
- Materials and Resources
- Indoor Environmental Quality
- Sustainable Sites

18.1 ENERGY EFFICIENCY

18.1.1 Efficient LED lighting

Reducing LPD is one of the most effective ways to lower energy consumption in buildings. By using energy-efficient lighting technologies (such as LEDs) and optimizing lighting design, the amount of power needed for a given lighting level can be significantly reduced. This not only lowers electricity demand but also reduces the overall carbon footprint associated with lighting. Hence, the following measures will be installed in the project:

- Lighting power density reduction will be reduced by over 30% with reference to ASHARAE-90.1-2010 Baseline.
- The project will use LED lighting integrated with occupancy and daylight sensors.

18.1.2 Smart Metering

Energy metering provides real-time data on how much energy is being consumed in various parts of a building, facility, or even at the individual appliance level. This granular data enables users to track energy usage patterns, identify areas of waste, and make adjustments to reduce unnecessary consumption. Real-time energy monitoring makes it easier to identify inefficiencies and rectify them quickly, which is key to reducing overall energy demand. This shall be achieved in the project with the following measures:

- Energy meters will be installed to monitor the major energy end uses like interior lighting, Exterior and Common area lighting, Renewable energy generation, Power backup systems etc.
- Building Monitoring system will be installed to monitor the consumption for Air-conditioning management system, Lighting management system, Renewable energy management system, Elevator management system, Fresh air monitoring system etc.

18.1.3 Provision of Renewable Energy

Renewable energy plays a central role in sustainability, as it offers a cleaner, more sustainable alternative to conventional fossil fuels. By transitioning to the renewable energy sources, we can significantly reduce the overall carbon footprint and mitigate climate change.

Following strategies will be implemented in the project:

- Renewable Energy system (Solar PV) will be provided to cater to more than 5% of the total annual energy consumption.

18.1.4 Use of Efficient Exterior Glazing

Efficient exterior glazing helps to control the amount of heat entering and leaving a building, which can significantly reduce the need for artificial heating and cooling. This not only saves energy but also lowers operating costs and reduces the building's overall carbon footprint.

Exterior Glazing with the following specifications will be used in the project:

- SHGC (Solar Heat Gain Coefficient) -Less than 0.3
- U-Value-Less than 2 W/Sq.m K
- VLT (Visible light transmittance)-40-45%

18.1.5 Provision of EV charging facility

Electric vehicle (EV) charging plays an essential role in sustainability by supporting the transition from fossil fuel-powered vehicles to clean, renewable energy sources. As more people adopt electric vehicles, the need for EV charging infrastructure becomes increasingly important. The most direct impact of EVs on sustainability is the reduction of greenhouse gas (GHG) emissions.

- Electric charging facility will be provided to cater to 5% of the total parking provided in the project.

18.2 WATER CONSERVATION:

18.2.1 Use of low flow fixtures

The use of low-flow fixtures plays a significant role in promoting sustainability, especially in terms of water conservation, reducing energy use, and lowering operational costs in buildings. By reducing water consumption, low-flow fixtures help preserve local freshwater resources.

Fixtures with the following flow rates will be used:

- Water Closet-4/2 LPF
- Faucets-2.5 LPM
- Urinals-1.5 LPF
- Showerheads-6 LPM

18.2.2 Provision of wastewater treatment and re-use of waste water

STP (Sewage Treatment Plant) and sustainability are closely related because an STP plays a critical role in ensuring environmental protection, conserving water, and reducing the harmful impact of untreated wastewater on ecosystems. When designed and operated with sustainability in mind, STPs contribute to creating an eco-friendlier and resource-efficient future.

- 100 % Wastewater generated on site will be treated by Sewage Treatment Plant (STP) and more than 75% of the treated waste water shall be used for landscaping and flushing requirements.

18.2.3 Water metering

Water metering plays a crucial role in promoting sustainability by providing accurate data on water usage, helping individuals, businesses, and communities manage water resources more efficiently. Through effective water metering, water consumption can be tracked, reduced, and optimized, leading to environmental, economic, and social benefits. Water meters help users understand their water consumption patterns, making them more conscious of their usage. Water meters can help quickly identify leaks or inefficiencies in water systems.

- Water meters will be provided in the project for major end uses like treated wastewater consumption, domestic water consumption and municipal water supply consumption.

18.2.4 Use of irrigation techniques

Irrigation plays a critical role in sustainable land and water management, particularly in agriculture and landscaping. The way we approach irrigation can have significant implications for water conservation, resource efficiency, ecosystem preservation, and climate resilience. Sustainable irrigation practices help ensure that water use is optimized, water resources are conserved, and the environmental impact of irrigation systems is minimized.

18.3 MATERIALS AND RESOURCES

18.3.1 Use of Eco-Friendly materials

The use of eco-friendly materials is a central element in sustainable design and construction. These materials help reduce the environmental impact of building projects by minimizing energy consumption, lowering carbon emissions, and using resources more efficiently. Eco-friendly materials often come from renewable, non-toxic, and recyclable sources, helping to create buildings and products that are healthier for both the environment and human inhabitants. On the basis of the same, materials will be procured with the following considerations:

- Local materials (Materials manufactured within 400 Km distance from the project site) will be used in the project.
- Materials with recycled content will be used in the project.

- Eco-friendly wood-based materials (Rapidly renewable or Wood certified by Forest Stewardship Council (FSC) or Programme for the Endorsement of Forest Certification (PEFC) or equivalent will be used in the project
- Products certified by Green-Pro certification programme or equivalent will be used in the project.

18.3.2 Organic Waste Treatment

OWC (Organic Waste Composting) plays a crucial role in advancing sustainability by turning organic waste into valuable compost, which can improve soil health, reduce landfill waste, and support sustainable agricultural practices. Organic waste, which includes food scraps, yard trimmings, and other biodegradable materials, makes up a significant portion of global waste, and managing it through composting has numerous environmental, economic, and social benefits.

- On Site waste treatment system (OWC) shall be installed to cater to 100 % of the total organic waste generated at site.

18.4 INDOOR ENVIRONMENTAL QUALITY

18.4.1 Fresh air provision and CO2 monitoring.

Fresh air provision is a crucial aspect of sustainability because it directly impacts the health, well-being, and productivity of individuals, while also contributing to energy efficiency and environmental conservation. Access to fresh air in indoor spaces reduces the build-up of pollutants such as carbon dioxide (CO2), volatile organic compounds (VOCs), and indoor allergens.

The following strategies will be proposed in the project:

- Fresh air provision to all air-conditioned spaces shall be as per ASHRAE-62.1-2010 Baseline.
- CO2 sensors will be provided to all densely occupied spaces at 4 Feet height above the floor levels to monitor the consumption for CO2 levels.

18.4.2 Use of MERV filters

MERV (Minimum Efficiency Reporting Value) filters are a key component in improving air quality and supporting sustainability efforts, particularly in buildings and HVAC (heating, ventilation, and air conditioning) systems. These filters are designed to capture airborne particles such as dust, pollen, pet dander, Mold spores, and even bacteria and viruses, helping to improve indoor air quality (IAQ) and the health of building occupants.

- MERV 13 filters (Minimum Efficiency Reporting Value) or EU 7 or equivalent shall be used to treat the fresh air.
- The Printer / Chemical storage / Janitor rooms shall be maintained at a negative pressure of 5 Pascals (0.00005 bar).

18.4.3 Use of Low VOC products

Low-VOC (Volatile Organic Compound) products are materials or substances that emit fewer harmful chemicals, particularly during their use or while they are drying or curing. VOCs are carbon-based chemicals that can evaporate into the air and contribute to both indoor and outdoor air pollution, as well as have negative effects on human health and the environment.

The use of low-VOC products is integral to sustainability, particularly in building materials, paints, finishes, and adhesives. These products not only reduce harmful environmental and health impacts but also contribute to energy efficiency, resource conservation, and overall sustainable living.

- Paints with low or no VOC content will be used in the project.
- Adhesives and Sealants with Low or No VOC content will be used in the project.
- All carpets installed will comply with the CRI Green Label Plus Carpet Programme.

18.5 SUSTAINABLE SITES

Sustainable sites refer to practices and strategies applied to land development and site management that minimize the environmental impact of construction and human activity. This includes selecting, designing, and managing sites in a way that protects natural resources, reduces waste, supports biodiversity, and promotes long-term environmental health. Sustainable site practices are a key component of sustainability in building and development projects, aiming to create environments that are not only functional but also harmonious with the natural world.

The following strategies will be used in the project:

- Use of native/adaptive/drought tolerant species to more than 60% of the total landscape area.
- Reduced hardscape by incorporating strategies like grass pavers.
- Shade from existing tree cover/ newly planted saplings within 5 to 8 years of planting for driveways and pathways.
- Use of high reflective materials (SRI greater than 78) will be used to the roof of the project.
- Provision of non-slippery ramps, uniformity in floor levels, differently abled car spaces and handicap toilets contributes to a more equitable and environmentally responsible approach to development, offering long-term benefits for both people and the planet.

The successful implementation of this sustainability design basis will result in a project that aligns with both global sustainability goals and local community needs, providing an eco-friendly, resource-efficient, and resilient space. The design strategies outlined in this report will set a benchmark for sustainability in the built environment and contribute positively to the wider effort to reduce the ecological impact of construction and urban development.

19. OTHER INFRASTRUCTURE WORKS:

Following Infrastructure works shall be accounted in the project design.

- Storm water drains along stadium
- Retaining wall along the plot boundary to hold filling
- Compound Wall over retaining wall in stadium area
- Entrance Portal & Ticketing Counter & Guard Rooms
- Guard Rooms
- Sub Stations
- Panel Room
- UG Sumps
- Landscaping, Hardscaping & Irrigation System