

TABLE OF CONTENTS

SCHEDULE	SCHEDULE DESCRIPTIONS
I	Development Envisaged
II	Geotechnical Soil Investigation and Topography Survey Report
III	Parking Demand Assessment Report
IV	Technical Requirements and Performance Standards
V	Development Controls
VI	Vehicles
VII	User Charges
VIII	Prohibited Use or activities
IX (A)	Format of Construction Performance Security
IX (B)	Format of Operation & Maintenance Performance Security
X	Value of Performance Security
XI	Design Approval Committee
XII	Substitution Agreement
XIII (A)	Intentionally Left Blank
XIV	Project Site

SCHEDULE - I

DEVELOPMENT ENVISAGED

The Concessionaire shall be required to develop the following at the “**Project Site**” and hereinafter be called as “**the Project**”:-

- **A conventional ramp based Parking at the Complex**
 - **with minimum 160 Car Spaces and**
- **Value Added Services like locker facility, valet service etc related to Parking component of the Complex. (Optional)**
- **Commercial Area (Optional)**
 - Multiplex
 - Food Courts
 - Hotel, Restaurants
 - Hypermarket
 - Retail Showrooms for Consumer goods / Garments / Electronics etc.
 - Bank's and Bank's ATMs
 - Office spaces for Commercial Organizations etc
 - Institutional Use

However, the area available for the development of the Commercial Area will be restricted to FAR approved by the Govt. of Himachal Pradesh.

It is being clarified here that the Concessionaire shall have the right to charge Parking Fees from all the Vehicles. Also, the Concessionaire shall ensure that all the vehicles are parked in the Parking area at the Complex.

SCHEDULE-II

**GEOTECHNICAL SOIL INVESTIGATION AND
TOPOGRAPHY SURVEY REPORT**

Topographical Base Maps are enclosed in the Drawing

**Concessionaire is required to conduct detailed geo-
technical investigations before starting the design work**

From HPIDB Website
Palampur
dated 17.02.2012

SCHEDULE III

PARKING DEMAND ASSESSMENT REPORT

Refer Section -I

SCHEDULE IV

SCOPE OF WORK, TECHNICAL REQUIREMENTS & PERFORMANCE STANDARDS

1. Broad Scope of Work

The scope of work includes but not limited to

- (i) Taking over of the site on “as is where is “ basis and Plan, Design, Finance and establish the facility, including Construction, Marketing, provision of relevant assets, equipment, faculty, Clearances/approvals, ancillary services and amenities related to the Parking component at the Complex and Commercial Area conforming to Building Bye-Laws and regulations and as per terms of the Agreement and Schedules hereof.
- (ii) Site clearance and cordoning off the site; providing and deputing of Security including Dismantling of existing structures, removal of debris (shall be property of Concessionaire) etc.
- (iii) Construction of the Complex as per the design approved by the Design Approval Committee and in conformity to the standards set forth in this schedule including, providing installation of all internal and external services.
- (iv) (Utilities, Facilities, Equipments etc) the Project during the Concession Period.
- (v) Operate, maintain and manage the Parking component at the Complex facility by providing the Car Parking Service for designated hours or 24 hours a day 365/366 days per year.
- (vi) Meet the requirements laid down by the Competent Authorities.
- (vii) Provide Value Added Services –Locker Facility, Valet Service, Driver’s Rest room, public conveniences etc.

- (viii) Entry and exits for the Parking at the Complex shall be provided and developed considering proper overall Traffic Circulation within the complex and on roads outside the complex.
- (ix) Sufficient number of ramps with adequate widths as shown in conceptual drawings for vehicles to pass simultaneously shall be provided at appropriate locations as per the byelaws. The gradient and crash barriers/railing shall be accordingly designed as per applicable codes and byelaws.
- (x) Provision of sufficient number of stairs and lifts shall be done in parking area at the Complex for vertical movement of users.
- (xi) Performance and fulfillment of all obligations of the concessionaire in accordance with the provisions of the Agreement and Schedules thereof and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under the Agreement.
- (xii) All the open spaces in and around the Complex shall be landscaped.

2. SPECIFICATIONS FOR DESIGN, ENGINEERING AND CONSTRUCTION

2.1 MINIMUM BUILDING SPECIFICATIONS

- (a) In case ground water is encountered, the lower most floor(s) shall be protected with tanking form of water proofing system.
- (b) Adequate surface drainage arrangement shall be made so that surface water does not enter into the Parking area at the Complex.
- (c) Plinth height of the building shall be as approved by the Chief Architect/Competent Authority of Palampur Administration.
- (d) The building shall be designed for appropriate seismic load, all dead and live loads wind pressures etc. In all cases, normal strengthening to resist distress during earthquakes.
- (e) The construction of building shall be governed by the building rules provided in the Himachal Pradesh Town and Country Planning Rules, 1978 and local building bye laws of Palampur. On the points where such

rules are silent and stipulate no conditions or norms, National Building Code of India published by the Bureau of Indian Standards shall be followed.

2.2 MINIMUM CONSTRUCTION SPECIFICATIONS: AS APPLICABLE

- (a) The structure shall be an RCC column-and-beam structure/ Steel Structures, with a brickwork fascia, so as to enable it to blend in with the adjoining buildings.
- (b) The walls shall have 1:4 plastering, and the ceilings shall have 1:3 plastering
- (c) Doors and windows shall have aluminum / glazing.
- (d) Bay marking shall be done with thermo-plastic paint.
- (e) Flooring (where applicable) shall be of Minimum M-20 concrete grade, with a 6 mm ironite / hardner – reinforced-concrete top layer. Flooring for Toilets, office spaces and other public areas shall be of granite / ceramic tiles.
- (f) Only quality concrete shall be used.
- (g) Internal building shall be plastered and painted.
- (h) Access to lower ground floors shall be separate from the main and alternative stair case providing access and exit from higher floors. Where the staircase is continuous in the case of buildings served by more than one staircase, the same shall be enclosed type serving as a fire separating from the basement floor and higher floors.
- (i) All parking areas shall be paved to withstand vehicle loads and forces due to frequent acceleration and de-acceleration of vehicles.
- (j) The construction of building shall be governed by the building rules provided in the Himachal Pradesh Town and Country Planning Rules, 1978 and local building bye laws of Palampur. On the points where such rules are silent and stipulate no conditions or norms, National Building Code of India published by the Bureau of Indian Standards shall be

followed. All construction shall be strictly as per the provisions made in IS Specifications and standards, CPWD/PWD specifications etc.

2.4 DESIGN, LOADS AND MATERIAL

All buildings shall be planned and designed as Reinforced Cement Concrete frame structures/Steel Structure with suitable located shear wall in case of high rise towers conforming to requirement of below noted Indian Standards and providing the areas and spaces as detailed in the Agreement to make the buildings structurally stable, durable and fully functional:

- (a) I.S. 456-2000 Code of Practice – Plain and Reinforced Concrete
- (b) I.S.1893 (Part 1) -2002 Criteria for Earthquake Resistant Design of Structures
- (c) I.S. 4326-1993 Code of Practice- Earthquake Resistant Design and Construction of Buildings
- (d) I.S. 13920- 1993 Code of Practice- Ductile Detailing of Reinforced Concrete Structures subjected to Seismic Forces
- (e) I.S.875 (Part 3)- 1987 Code of Practice for Design Loads (other than Earthquake) for Buildings and Structures
- (f) I.S.875 (Part 2)-1988 Code of Practice for Design Loads (other than earthquake) for Buildings and Structures: Part 2 Imposed Loads.

Where required for stability against lateral forces shear walls shall be provided suitably located in case of high-rise structure.

Design, Loads and Material for Steel Structures

The Design of steel structures in general shall be according to IS: 800. The structures shall be designed for adequate rigidity and stability in all directions.

The loading will conform to the standards as follows

- Dead load at actual for all permanent structures : IS 875 (Part 1)
- Live load : IS 875 (All 5 Parts)
- Seismic load : IS 1893
- Floor load (unless required higher otherwise) : 200 kg/m²
- Staircase load : 400 kg/m²
- Floor load for car parking areas : 400 kg/m² (or at actual with safety factor, whichever is higher)

The materials used will conform to the standards as follows

- Rolled steel sections : IS 2062 Fe 410W A
- Plates up to 20 mm thickness : IS 2062 Fe 410W B
- Sections & plates – medium or high tensile steel : IS 8500
- Circular steel tubes : IS 1161 Yst 240
- Rectangular or sq hollow steel sections : IS 4923 Yst 240

Foundations

The design of foundations shall be based on safe bearing capacity of soil at the founding level as determined by the Geotechnical Investigations at site and as approved by the Independent Engineer. The foundations shall be designed as per relevant Indian Standards as dictated by the Total dead and imposed loads, lateral loads (seismic / wind loads), safe bearing capacity of soil and founding level. The foundation system may include:

- a. Spread Foundations in reinforced cement concrete duly tied together with tie beams.
- b. Pile Foundations- Under reamed piles, Bored cast-in-situ piles, driven cast-in-situ piles, driven pre-cast piles in concrete.
- c. Raft / Strip/ Combined Foundations in reinforced cement concrete.

Where necessary and as dictated by soil conditions ground improvement measures shall be undertaken by the Concessionaire at its cost in consultation with the Independent Engineer.

2.5 MINIMUM AMENTIES REQUIREMENT

- (a) Concessionaire shall provide a Driver Waiting Room. The waiting room shall be provided with adequate seating arrangement; the attached toilet, urinals and wash basins, and Public Address System.
- (b) Concessionaire shall provide a Cloak Room for the Helmets and other belongings. The Concessionaire may charge user fee for such services.
- (c) Concessionaire shall provide a towing vehicle for towing away of breakdown vehicles or wrongly parked vehicles providing hindrance to circulation routes.
- (d) Concessionaire shall make provision for separate public convenience for men and women and drinking water fountains in the facility on each floor at appropriate location easily accessible to users including disable persons.
- (e) The concessionaire shall make a provision of administrative office for his use during concession period.

2.6 ELEVATORS

- (a) The Car Parking and Commercial Area at the Complex shall be provided with elevator or lift arrangement for the convenience of users. The lift should have adequate capacity and shall be wide enough to accommodate wheel chair access.

2.7 SIGNAGE

- (a) Concessionaire shall ensure all parking rates and regulations, including the policy for lost tickets, shall be displayed at every entrance to the Car Park and at each payment station.

2.8 LIGHTING

- (a) Lighting shall be designed to provide adequate vision, comfort and safety. It shall be designed to provide for uniform lighting throughout the facility with no dark patches or pockets.

2.9 VENTILATION

- (a) All Parking Areas shall be provided with mechanical ventilation system to ensure provision of positive and uniform supply of fresh air in the parking areas.

2.10 UTILITIES

- (a) Standby DG Set of adequate capacity shall be provided to meet the emergency load requirements or for backup during power outages along with the secondary backup for the minimum operation (viz. Lift(s) in the Car Parking and the Commercial Area at the Complex. The power backups shall cater to the requirements of emergency lights for staircases, parking bays, lifts, fire fighting, water supply and ventilation.
- (b) Adequate underground/overhead water storage shall be provided to cater for a day requirement of domestic flushing and firefighting purpose. The design and detailed for the provision of plumbing and sanitary facilities shall be in accordance with National Building Code.
- (c) The Concessionaire shall ensure the provision of proper fire safety measure conforming to the provisions of National Building Code (Part IV:

Fire Protection) to the satisfaction of the Chief Fire Officer, Palampur/competent authority.

- (d) No down pipes, waste pipes, air coolers, air conditioners etc shall be exposed to public view on any face of the building but shall suitably be encased. No chimney shaft or AC Duct etc shall be exposed on the face of the building.
- (e) A rooftop rain water harvesting system shall be provided.

2.11 PRE COMMISSIONING PHASE

During the design, construction & erection phase, the Concessionaire shall: Concessionaire shall prepare the detailed engineering including detailed design, drawings, and architectural plan and obtain requisite approvals from Competent Authorities. Concessionaire shall prepare the detailed design for separate entry and exit points for the Parking area at the Complex and will obtain requisite approvals from competent Authority.

- (a) The design and engineering shall conform to the development guidelines and the technical requirement provided in the RFP document.
- (b) Design, Construction, commissioning and testing. Overall designs material specifications and workmanship would be the Concessionaire's responsibility.
- (c) Concessionaire shall install commission and test various equipments, hardware and software systems such as the computer aided access control system, billing system, facility management system etc.

2.12 EQUIPMENT AND MATERIALS

- (a) The Concessionaire shall provide all equipment and material necessary to provide the services.
- (b) The Concessionaire shall maintain an adequate inventory of consumables and spare parts and undertake periodic preventive maintenance as required for the relevant equipment and materials. The Concessionaire shall ensure continuous workflow as required. The

Concessionaire shall maintain regular and systematic records of all maintenance and operations activity at the Facilities.

- (c) The installed plant and equipment shall be inspected, checked and tested to verify that it is correct, complies with specification and has been installed in accordance with designed drawings and / or manufacture's recommendations, by the Contractor(s).

2.13 CONSTRUCTION

CONSTRUCTION QUALITY ASSURANCE

- (a) Concessionaire shall develop Construction Quality Assurance Programme, which must ensure that the constructed units meets or exceeds all design criteria specified.
- (b) CQA Programme must include observations, inspections, tests and measurements, sufficient to ensure:
- i. Structural stability and integrity of all components
 - ii. Proper construction of all components according to the specifications prescribed by Competent Authorities, the technical specifications provided and good engineering practices, and proper installation of all components according to design specifications
 - iii. Conformity of all materials used with design and other material specifications.

3. PERFORMACNE SPECIFICATIONS FOR OPERATION, MAINTENACNE AND MANAGEMENT PHASE.

The Concessionaire shall be committed to continuous improvement and shall implement systems to facilitate this objective.

3.1 OPERATION AND MAINTENANCE MANUAL

- (a) The Concessionaire shall in consultation with "MCP" and/or Independent Engineer evolve an Operation and Maintenance Manual.

- (b) The Concessionaire shall maintain the Project Facility in good and usable condition through out the Concession Period or any extension thereof through regular and preventive maintenance of the Project Facility.
- (c) The Operation and Maintenance Manual shall include all the activities required for regular and periodic maintenance of the facility during the Operations Period, so that facility is maintained in a manner that at all times it complies with the specifications and standards and at the time of divestment of rights and interest by the concessionaire in terms of the Concession Agreement in sound, durable and functional condition.

3.2 PARKING AREAS AND PARKING FEE COLLECTION

- (a) Parking Service shall provide maintain, operate and replace when necessary, access and egress equipment, mechanical or otherwise to ensure parking areas are used by the bonafide visitors
- (b) Concessionaire shall ensure the access/egress control mechanisms are of suitable design for use by disable drivers as well.
- (c) Parking fee collection system should be able to provide for vehicle identification based on type of vehicle and duration of stay. Daily backup/record of the toll fee collection shall be maintained.
- (d) The parking Ticket shall bear the vehicle number, type of vehicle and entry and exit time of the vehicle.

3.3 TRAFFIC MANAGEMENT

Concessionaire shall keep all entrances, exits of the facility clear from vehicular and other obstructions thus maintaining free flow of traffic at all times.

3.4 CAR PARKING MAINTAENACE

- (a) Concessionaire shall undertake routine, periodic and preventive maintenance activities of the Project Facility including civil, electrical and mechanical works for meeting the performance standards.
- (b) Maintain all Parking Areas such that they are kept clean, free from litter and debris. The dustbins shall be provided at appropriate places in the facility

- (c) Shall regularly inspect the fabric and fittings of the Parking Areas and immediately repair any damage. Such damage may include but not limited to:
- Damaged structures
 - Damaged car parking and road surface
 - Curbing footpaths
 - Inadequate car parking lighting
 - Road or space definition markings
 - Inadequate or damaged signage

3.5 EQUIPMENT MAINTENANCE

- (a) Concessionaire shall implement and maintain an auditable asset management system for all equipment devices within the Facility. As minimum a system shall record the following information on each device.
- i. Name of equipment
 - ii. Manufacturer and/or Supplier
 - iii. Serial No and other unique identifier
 - iv. Warranty and/or guarantee information
 - v. Acquisition Date
 - vi. Cost of Equipment
 - vii. Installation date
 - viii. Life of Equipment
 - ix. Recommended Replacement Date
 - x. Depreciation per year
 - xi. Servicing and/or calibration requirements and timetable
 - xii. Associated hazards and safety bulletins and notices
 - xiii. Current location
 - xiv. Current condition
 - xv. Repair and Maintenance History
- (b) Concessionaire shall undertake planned and reactive maintenance of equipment to ensure that equipment is safe, accurate and working to

optimum performance and to achieve maximum availability and continuity of services by maintaining standards set by equipment manufacturer.

3.6 STAFFING AND PERSONNEL TRAINING

- (a) Concessionaire shall make provision of adequate staff required for construction, operation, maintenance and management of facility as prescribed in the staffing plan.
- (b) Concessionaire shall ensure that all staff engaged in the delivery of the Services is all times properly adequately notified, trained, and instructed and information records are maintained accordingly.
- (c) Concessionaire shall ensure that all staff are properly and presentably dressed in appropriate uniforms and work wears and wear identification badges at all times while working in the facility.

3.7 SECURITY

- (a) Concessionaire shall take all reasonable precautions to minimize theft, injury to visitors or their property within confines of the Parking Area.
- (b) Concessionaire shall make a provision of adequate security to prevent any theft and provide a 24-hour surveillance system which continuously monitors and controls entry into and exit from the facility. A closed circuit television (CCTV) network may be provided for security and surveillance as well as for central monitoring purposes.
- (c) Concessionaire shall take the responsibility of the parked vehicles. MCP shall be indemnified for no liability against the damage of the parked vehicles.

3.8 PREPAREDNESS AND PREVENTION

- (a) The preparedness and prevention standards are intended to minimize and prevent emergency situations at the Complex. Concessionaire shall ensure that facility is operated and maintained in a manner that minimizes the possibility of a fire, explosion, and theft. Concessionaire shall provide

and maintain requisite equipment including fire fighting and adequate water supply, internal communication system and alarms, minimum aisle space, and provisions for contacting local authorities.

- (b) Concessionaire shall prepare and maintain emergency preparedness plan for facility and train all the personnel working in the facility in order to respond appropriately in such situation and carry out these plans in the even of an actual emergency.
- (c) The emergency plan should describes arrangements with local authorities and lists names, addresses, and telephone numbers of all people qualified to act as emergency coordinators. If more than one emergency coordinator is listed, a primary contact must be designated. The plan must include a list of all emergency equipment and evacuation plans, where applicable.

3.9 RECORD KEEPING AND REPORTING

- (a) Concessionaire shall provide to the "MCP" the following reports
 - Ticket Sales
 - All incidents of crime within the parking area
- (b) All records and plans must be kept at the facility and furnished upon request, and made available at all reasonable times for inspection by "MCP" and Competent Authority.
- (c) Compliant Register shall be available at appropriate location at all the times. The compliant register shall be made available for inspection by "MCP" as and when asked for

3.10 SERVICE LEVEL SPECIFICATIONS/PERFORMANCE STANDARDS FOR OPERATION

- (a) Parking
 - (i) Concessionaire shall be required to operate the Parking component at the Complex at desired optimum level of service. The performance of the facility would be judged based on the following performance standards:
 - Servicing time at lower and upper floor parking

- Waiting queue length at entry and exit of the facility not more than 3 vehicles at given point of time.
 - The servicing time at the ticket issuing machine should not be more than 30 seconds per vehicle.
- (b) Power
- (i) Concessionaire shall be required to provide full power back ups for the Complex.

3.11 SERVICES LEVEL SPECIFICATIONS/ PERFORMANCE STANDARDS FOR MAINTENANCE

- (a) Buildings
- (i) All elements of external and internal building fabric (Including fixtures, fittings, floor, and floor-coverings), finishes, furniture and equipment or a services system component shall be functional, operational and satisfy the performance requirement.
- (ii) Building fabric free from damp penetration, debris and moss growth.
- (iii) Free from structural cracks and / or deflection.
- (iv) Function as intended & free from all but minor surface blemishes and wear and tear, corrosion.
- (v) Floor/ floor covering is free from tears, scoring, cracks or any other damage that is unsightly and/ or could cause a health and safety hazard.
- (vi) Façade beauty is maintained by timely intervention and regular painting
- (b) Distribution System: Distribution system (including distribution equipments, protective devices, fuse switches, isolators, distribution boards, cables systems for IT, Lighting, communication, safety, alarm system)
- Ratings clearly marked,
 - Fuse elements and circuit breakers mechanism in working order,
 - Contact and connection clean and mechanically tight,

- No overheating during normal operating loads,
 - Cable joint boxes free from compound leaks,
 - Markings and covering notices where necessary
 - All electrical installations to comply with IS codes
 - Wiring, fittings, fixtures, controls and safety devices shall be properly housed and fastened securely to their intended point of anchorage and label.
- (c) Water Systems: Pipe network and fittings shall be fastened securely to their intended points of anchorage and there shall be no drips and leaks of water from pipe network, taps, valves and/or fittings.
- (d) Public health and drainage system:
- Shall function as intended without due noise and vibration
 - All pipe network and fittings fastened securely to the intended points of anchorage
 - There shall be no leaks of waste and / or foul water and / or rainwater
 - Shall be provided with suitable pumping system for pumping of waste water into sewers to avoid any risk of sewerage heading back into the basement at any time.
- (e) Fire Fighting Equipment
- Fire safety systems compliant with statutory regulations and service standards at all times
 - Fire extinguisher and fire fighting equipment shall be maintained as per IS code
 - Fully operational within manufacturer's recommendations
 - Hydrants, sprinklers and hoses shall be at correct operating pressure and capacity
 - Pipe network free from corrosion, leaks and drips

- The maintenance and Operation Manual shall have a write up on the procedure to be followed in case of fire.
 - There has to be a description of the system used for fire fighting and schedule of maintenance and refilling if any.
 - There shall be drawing showing the location of the detectors and nozzles for distribution / spraying of the fire-fighting media.
- (f) Horticulture: Trees, Shrubs Hedges, Grassed areas, Flower beds trimmed, pruned and / or cut to maintain healthy growth
- (g) Site Circulation Routes including paving, paths, driveways, roads, parking area, facility entrance:
- (h) Signs and marking
- Be in appropriate locations
 - Highly visible during day and night
 - Offers clear and concise information
- (i) Gutter and Drains: Free from litter, leaves, weeds and extraneous material
- (j) Utilities Maintenance
- i. Any disruption in power supply shall be rectified in six hours. Standby power supply shall be ready to be operated and should be available 24 hours. Standby power source shall be operational secure and tested regularly.
 - ii. Ensure utility infrastructure like water supply, drainages, communication system is maintained in fully functioning conditions
 - iii. All utility licenses are current and correct for the current supply requirement.
- (k) Management
- (i) Management structure established and operating in accordance with proposal

- (ii) All system and controls in place to safeguard property, cash and commodities are functional
 - (iii) Reports are served to “MCP” in the agreed format and quality and at agreed frequency. Proposed variation in services are clearly defined in the correct manner and have received written consent from “MCP” prior to their implementation
 - (iv) Compliance with statutory and prescribed standards in force
- (I) Staffing
- (i) There are no reported staff shortages
 - (ii) All staff have been vetted and approved for work in areas as appropriate.

3.12.1 SERVICE LEVEL INDICATORS

The service level indicators to measure the effectiveness of operations and maintenance are described in the following standards

S.No.	Level of Services Indicator	Response/Repair Time	Frequency of Monitoring
1	Customer Complaint	Response time within 5 days	Monthly
2	Downtime of System (entry and exit barriers, toll equipments etc)	Repair time within 6 hours except for major repairs and replacement	Monthly
3	Power Supply	Any disruption in power supply rectified in six hours. Standby power supply shall be readily available 24 hours throughout the year	Monthly
4	Drainage System	Obstruction cleared with 24 hours after detection, damages repaired within 1 week	Monthly
5	Utilities like water supply, lighting, telecommunication	Repair within 24 hours; to be available and remain operational 24 hours a day throughout the year	Monthly

	network, elevators		
6	Potholes, cracks and rutting in pavements	Repair within 1 week after detection	Monthly
7	Cracks, spalling, scaling, blistering of plaster and damages to walls and façade including paints and finishes	Repaired within 2 weeks and painting at regular interval as mutually agreed by the Parties	Monthly
8	Park Area and Pavement Surface	Soil debris, trash and other objects on the pavement surface shall be removed within 4 hours	Daily
9	Signages and Markings	Repair within 3 days; damages and missing signs shall be replaced within 2 week	Monthly
10	Breakdown of Vehicles in the facility	Towing of vehicle within 30 minutes	Continuous
11	Emergency Response and fire Fighting	Repair within 24 hours	Monthly
12	Reporting to Competent Authorities on Statutory Compliance	Response time within 5 days	Monthly

3.13 KEY PERFORMANCE INDICATORS

S.No.	Key Indicator	
1	Queue length	3 vehicles at any given time
2	Servicing timing	30 sec per vehicle
3	No of crime incidents per month	Nil

The Concessionaire shall program inspections/monitoring of the project Facility for its good upkeep and smooth operations. The inspections/ monitoring shall cover all the elements of Project Facility including building structure, electrical and mechanical systems, signages, service standards etc. The Frequency of monitoring has been indicated and can be suitably revised in consultation with "MCP". The Concessionaire

shall carry out combined inspections along with "MCP" or its representative on regular bases as mutually agreed between the Parties. However "MCP" is free to take up additional inspection to ensure the performance standards.

From HPIDB Website dated 17.02.2012
Palampur

SCHEDULE- V

DEVELOPMENT CONTROLS

<i>Applicable Development Controls</i>	
Permitted Ground Coverage	50 % FAR-2 <i>(as per FAR approved by the Govt. of H.P.)</i>
Minimum equivalent Car parking Space to be developed	160 (ECS-28 (3611 sq meter app.) for covered and ECS-20 for open area (602 sq meters app.)

SCHEDULE VI

VEHICLES

The following categories of vehicle shall be allowed to use the facility for vehicular parking :

1. Cars
2. Motorized two wheelers
3. Jeeps
4. SUVs
5. Commercial Taxis/ Cars

Delivery of goods by any vehicle only for commercial establishments can be done within the Parking area at the Complex.

Vehicles which are not to be allowed to use the Parking area at the Complex are given below:

1. Bicycles
2. Tricycle rickshaws
3. Rehras
4. Three Wheelers auto rickshaw
5. Buses, Trucks/ HMTVs etc.

SCHEDULE VII

USER CHARGES

The Concessionaire shall have the right to levy, collect, retain and appropriate User Charges from the Users for the period after the Compliance Date and until the last date of the Concession Period, as strictly provided herein:

a) Parking Fees

The Concessionaire shall levy, collect, retain and appropriate the following Parking Fees from the Vehicles/ Users using Parking area at the Complex.

	Normal Car
Parking up to two hours duration	Rs. 15/-
Parking up to four hours duration	Rs. 30/-
Parking up to eight hours duration	Rs 50/-
Parking up to twelve hours duration	Rs 70/-
Parking up to twenty four hours duration	Rs 100/-

However, it is being clarified here that this is the maximum amount which shall be levied by the Concessionaire.

*In addition to this, the Parking Fees shall be increased at the rate of 10% (ten percent) after every **3 (three)** years, over the previous Parking Fees.*

b) Service Charges

The Concessionaire shall provide Value Added Services in the Parking component of the Complex and hereinafter, determine, levy, demand, collect "Service Charges" from the Users. However, the Concessionaire shall have full discretion to charge any amount from the Users.

c) Revenue from Commercial Area

The Concessionaire shall provide/ develop Commercial Area at the Complex and hereinafter, determine, levy, demand, collect “Commercial Charges” from the Users. However, the Concessionaire shall have full discretion to charge any amount from the Users.

From HPIDB Website dated 17.02.2012
Palampur

SCHEDULE VIII

INTENTIONALLY LEFT BLANK

From HPIDB Website dated 17.02.2012
Palampur

SCHEDULE IX (A)

**FORMAT OF CONSTRUCTION PERFORMANCE SECURITY
PERFORMANCE BANK GUARANTEE OF CONCESSIONAIRE**

Bank Guarantee No.:

Dated:

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Municipal Council, Palampur

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance during Construction Period in respect of Concession Agreement (hereinafter referred to as the "Agreement") to be executed between the Municipal Council, Palampur ("hereinafter referred to as the "MCP") and _____ (hereinafter referred to as the "Concessionaire") for the Development of the Car Parking-cum-Commercial Complex (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. "Performance Security" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and MCP and is not dependent upon execution or performance of any Agreement between MCP and _____ (name of the Concessionaire).

Operative part of the Bank Guarantee:

1. At the request of the Concessionaire, we _____,
_____ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the MCP i.e. the beneficiary on behalf of the Concessionaire, upto a total sum of Rs. ____ Lakhs (Rupees ____ Lakhs Only), such sum being payable by us to MCP immediately upon receipt of first written demand from the MCP.
2. We unconditionally and irrevocably undertake to pay to the MCP on an immediate basis, upon receipt of first written demand from the MCP and without any cavil or argument or delaying tactics or reference by us to Concessionaire and without any need for the MCP to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Concessionaire or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. ____ Lakhs (Rupees ____ Lakhs Only).
3. We hereby waive the necessity of the MCP demanding the said amount from Concessionaire prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the MCP that the MCP shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the MCP by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Concessionaire. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the MCP.
6. We unconditionally and irrevocably undertake to pay to the MCP, any amount so demanded not exceeding Rs. ____ Lakhs (Rupees ____ Lakhs Only)

notwithstanding any dispute or disputes raised by Concessionaire or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the MCP, shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. ____Lakhs (Rupees ____ Lakhs Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____to _____.
3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the MCP serves upon us a written claim or demand on or before _____.

Authorized Signatory, for Bank

SCHEDULE-IX (B)

FORMAT OF OPERATION & MAINTENANCE PERFORMANCE SECURITY

PERFORMANCE BANK GUARANTEE OF CONCESSIONAIRE

Bank Guarantee No.:

Dated: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Municipal Council Palampur

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance during Operation & Maintenance Period in respect of Concession Agreement dated..... (hereinafter referred to as the "Agreement") between the Municipal Council Palampur (hereinafter referred to as the "MCP") and _____ (hereinafter referred to as the "Concessionaire") for the Development of the Car Parking-cum-Commercial Complex (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. "Performance Security" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and MCP and is not dependent upon execution or performance of any Agreement between MCP and _____(name of the Concessionaire).

Operative part of the Bank Guarantee:

1. At the request of the Concessionaire, we _____,
_____ (name and address of the bank), hereinafter referred to as the "Bank", do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the MCP i.e. the beneficiary on behalf of the Concessionaire, upto a total sum of Rs. _____ Lakhs (Rupees _____ Lakhs Only), such sum being payable by us to MCP immediately upon receipt of first written demand from the MCP.
2. We unconditionally and irrevocably undertake to pay to the MCP on an immediate basis, upon receipt of first written demand from the MCP and without any cavil or argument or delaying tactics or reference by us to Concessionaire and without any need for the MCP to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Concessionaire or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ Lakhs (Rupees _____ Lakhs Only).
3. We hereby waive the necessity of the MCP demanding the said amount from Concessionaire prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the MCP that the MCP shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the MCP by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Concessionaire. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the MCP.
6. We unconditionally and irrevocably undertake to pay to the MCP, any amount so demanded not exceeding Rs. _____ Lakhs (Rupees _____ Lakhs Only) notwithstanding any dispute or disputes raised by Concessionaire or anyone

else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the MCP, shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. ____ Lakhs (Rupees ____ Lakhs Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.
3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the MCP serves upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

SCHEDULE-X

VALUE OF PERFORMANCE SECURITY

The value of Performance Security for the various phases of the Project shall be as set out in this Schedule.

<u>Type of Security</u>	<u>Value of Security</u>	<u>Instrument</u>	<u>Duration From</u>	<u>Duration To</u>
Construction Performance security	Rs. 25.00 Lakhs <i>(Rs Twenty Five Lakhs only)</i>	Bank Guarantee in the format as provided in Schedule-IX (A)	Before signing of the Concession Agreement	Till issuance of Construction Completion Certificate
O&M Performance Security	<i>Rs 10 Lakhs (Rs Ten Lakhs only)</i>	Bank Guarantee in the format as provided in Schedule-IX (B)	Date of issue of Construction Completion Certificate	Two months after the issuance of Concession Agreement Completion Certificate.

The O&M Performance Security shall be enhanced at the rate of 10% after every 3 years.

SCHEDULE-XI

DESIGN APPROVAL COMMITTEE

For the approval of the design of the “**Car Parking-cum-Commercial Complex**”, the Concessioning Authority shall constitute a Committee with following members:

1. Deputy Commissioner, Kangra or his representative.
2. Chief Town Planner, Himachal Pradesh or his representative.
3. Chief Architect, Himachal Pradesh or his representative.
4. Representative of HPIDB
5. Any other members as nominated by Municipal Council, Palampur

The members of the Committee shall be responsible for approving the design submitted by the Concessionaire and give suggestions, if any, for improving the design of the Car Parking-cum-Commercial Complex.

From HPIDB Website dated 17.02.2012
Palampur

SCHEDULE – XII

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the ***day of ***20**.

AMONGST

1. The _____, Municipal Council Palampur, a statutory body constituted in _____ under the _____ Act, having its office at _____ (hereinafter referred to as the Concessing Authority or MCP which expression shall, unless the context otherwise requires, include its successors and assigns);
2. [*****Limited], a company incorporated under the provisions of the Companies Act, 1956 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 authorized agent with regard to matters arising out of or 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);

WHEREAS:

- (A) The Concessing Authority has entered into a Concession Agreement dated ***with the Concessionaire (the “Concession Agreement”) on design, build, operate and transfer basis (DBOT) (hereinafter called the “Project”), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

- (C) Senior Lenders have requested the Concessioneing 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 planning, designing, engineering financing, construction, operation and maintenance, the Concessioneing 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 IT IS HEREBY AGREED 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, selected by the Lenders’ Representative, on behalf of Senior Lenders, and proposed to the Concessioneing 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 “Party” 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 assigns 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 Concessions 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 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 Concessions 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 hereunder, 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 Concessions Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of the Concession Agreement, and upon receipt of such notice, the Concessions 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 Concessions 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 Concessions Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Concessions 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 Concessions 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 Concessions 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 Concessions Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Concessions Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Concessions 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 Concessions 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 fulfill the eligibility criteria that were laid down by the Concessions Authority for short listing the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Concessions Authority that all or any of such criteria may be waived in the interest of the Project, and if the Concessions 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 Concessions 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 a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.
- 3.4.4 If the Concessions 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 Concessions Authority, the Nominated Company shall be deemed to have been accepted. The Concessions Authority thereupon shall transfer and endorse the Concession within 7 (seven) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Concessions 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.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Concessioneing 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 Concessioneing 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 Concessioneing Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Concessioneing 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 a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Concessions Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Concessions Authority shall - undertake Termination under and in accordance with the provisions of Article 22 and 23 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Concessions 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 Concessions Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Concessions 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.

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 the Concessioneing 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 Concessioneing 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 Concessioneing Authority to fulfill any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Concessioneing 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 fulfill its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the 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 by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Concessing Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be [Palampur] and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The Concessing 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 Concessing 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. The address for service of each Party and its facsimile number 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 4.30 (four 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 day following the date of actual receipt. 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 Authorized 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 were 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.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of CONCESSIONAIRE by:

For and on behalf of CONCESSIONING AUTHORITY OF

[**] by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax)

In the presence of:

- 1.
- 2.

From HPIDB Website dated 17.02.2012
Palampur

SCHEDULE-XIII

INTENTIONALLY LEFT BLANK

From HPIDB Website dated 17.02.2012
Palampur

SCHEDULE-XIV

PROJECT SITE

INTENTIONALLY LEFT BLANK

From HPIDB Website dated 17.02.2012
Palampur