

**VOLUME III - SCHEDULES**

**DEPARTMENT OF RURAL DEVELOPMENT**

**GOVERNMENT OF UTTAR PRADESH**

**LUCKNOW**

**RFQ cum RFP No: 640 /W-35/7**

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## SCHEDULE A: PROJECT AREA

1. Under the 'Samajwadi Shudh Pey Jal Yojna', Rural Department, Government of Uttar Pradesh) has decided to install Water ATM's at key locations within the state through an implementation agency.

The water ATMs are planned to be installed at 1600 different locations locations such as all District Headquarters', District Hospital, District Women's Hospitals, Community health centers and all Vikas Khand Mukhyalaya (821 blocks).

The distribution of the zones and the breakup of sites for the installation of Water ATMs is as follows:

<b>Zone</b>	<b>Division</b>	<b>Number of Sites for installation of Water ATMs</b>
<b>Zone 1</b>	<ol style="list-style-type: none"><li>1. Agra division</li><li>2. Aligarh division</li><li>3. Bareilly division</li><li>4. Meerut division</li><li>5. Moradabad division</li><li>6. Saharanpur division</li></ol>	554
<b>Zone 2</b>	<ol style="list-style-type: none"><li>1. Allahabad division</li><li>2. Chitrakoot division</li><li>3. Jhansi division</li><li>4. Varanasi division</li></ol>	320
<b>Zone 3</b>	<ol style="list-style-type: none"><li>1. Azamgarh division</li><li>2. Basti division</li><li>3. Devipatan division</li><li>4. Faizabad division</li><li>5. Gorakhpur division</li><li>6. Mirzapur division</li></ol>	469
<b>Zone 4</b>	<ol style="list-style-type: none"><li>1. Kanpur division</li><li>2. Lucknow division</li></ol>	257

## **SCHEDULE B: DEVELOPMENT OF THE PROJECT - SCOPE OF WORK**

It is envisaged that clean drinking water shall be ensured by way of RO plants coupled with water chilling units. Potable drinking water shall be made available on payment of user charges. Water ATMs shall be token operated. An agency shall be selected for the supply, establishment, operation and maintenance of Water ATMs for a period of five years.

The scope of work includes:

- a) Providing, installation and commissioning of Water ATMs along with raw water tank, clear water tank and chiller unit.
- b) Operation and Maintenance of the Water ATMs as per the standard specified in "Schedule I "for a period of 5 years.
- b) Making Power connection at site and all electrical fittings up to the power meter although power connection & external electrification charges will be borne by the department.
- c) Making connection for raw water from the source provided by department and construction of waste water disposal system using appropriate method & technology and waste water should not impose any environmental hazard.
- d) The concessionaire has to provide token dispensing unit against minimum Rs. 1. Post dispensing of token, the same token shall be inserted for discharge of water. The minimum quantity of water the ATM should be able to dispense is 250 MI.
- e) Delivering potable water as per schedule I.
- f) Any other related works / activities as may be necessary for its successful operation and maintenance
- g) The concessionaire will facilitate dispensing water in a convenient way for users not carrying bottles/utensils.
- h) The concessionaire will provide a suitable technology to treat water and provide potable water of BIS standards.

### RO/UF Treatment plant System Requirements

- The capacity of the plant shall be the output water capacity of 100 litres per hour (LPH).
- The bidder is advised to analyze the water samples on their own before quoting their rates and submit in the format given in annexure 10 of the RFP. No extra claim will be entertained after the allotment of the work on this account.
- The output water quality characteristics as given in Schedule I.

- The waste water should not exceed 40%.
- The concessionaire has to design supply, install, commission, and maintain the Water ATMs for five years including the enclosing structure. The concessionaire will operate the plant will also maintain the area around the water ATM & ensure cleanliness and hygiene.
- The concessionaire should have their own testing facilities to handle water testing. The concessionaire would analyze the water sample for all parameters as per BIS norms once in a month, may be from lab located at Head Quarters or some reputed lab & maintain proper record. However, the product water quality shall also be tested in the laboratories of the Department or Department approved laboratories located at various places of the state & the report of chemical examination from these laboratories shall be treated as final.
- The water quality must conform as per BIS standards. Water quality will be periodically evaluated on a sample basis maximum with an interval of three months and the system should perform consistently.
- The provisioning of water source would be the responsibility of the department inclusive of payment of electricity bills & repairs if any. However, maintenance of pipelines etc. from point of connection onwards for RO plant shall be responsibility of concessionaire during the period of 5 Years. Department shall ensure free electricity for operating the Water ATM.
- The system should be able to adopt the variable feed water characteristic such as varying amount of fine particulate / silt etc. in the raw water and varying TDS levels throughout the design period.
- The concessionaire shall ensure cleanliness and hygiene around the Water ATM.
- The use of cleaning chemicals in the system should be minimum.
- The system should ensure prevention of fouling of the downstream RO membranes caused by the presence of organic and microbiological foulants in the raw water.
- The system should ensure prevention of a majority of physical foulants from entering into RO membranes so as to ensure clean RO membranes delivering consistent performance.
- The system should generate minimal amount of effluents thus giving an environment-friendly solution.
- Water ATMs shall be adequately automated with minimum dependence on operator for day to day functioning.

#### Making connection for raw water

The concessionaire shall be responsible for executing works for making connection for raw water from the source provided by the department including cost of all material and

labour etc. up to 100 meters distance. The cost beyond 100 meters will be borne by the department.

Disposal of Reject Water

The reject water shall be disposed into the nearest drain up to 50 meters distance.

## SCHEDULE C: PROJECT FACILITIES

The Concessionaire shall develop the Project Facilities to make provisions for abstraction and treatment of Raw Water to enable supply of Treated Water to the Users. The Project Facilities shall be developed and are detailed in as below.

- RO based water purification unit
- pH correction system
- Ultra Violet System
- Raw Water Tank (minimum capacity of 500 litres)
- Treated Water Tank (minimum storage 200 litres)
- Piping from raw water tank to RO system
- Piping from RO system to product water tank and up to supply
- Water chilling unit (minimum capacity of 100 litres)
- Waste water disposal system (piping up to the nearest drain subject to a maximum length of 50 metres)

**Project facilities to be developed by the Authority are as under:**

- Source of Raw Water
- Source of Electricity

## **SCHEDULE D: SPECIFICATIONS AND STANDARDS**

### **Specification and Standards of Construction:**

#### **A. GENERAL REQUIREMENTS**

- The concessionaire shall install the required equipment and maintain the same for a period of five years from the date of commissioning of plants, as per the conditions prescribed in this document, and in the time frame prescribed at his own cost.
- After completion of 5 years the treatment plant will be the property of the department.
- The concessionaire shall perform all routine maintenance to ensure proper operation.
- The concessionaire will be responsible for maintaining the service levels regarding the response-time to access the log sheet information and provisions of water selling throughout the period of the contract. The concessionaire shall maintain a record of revenue generated from each of the Water ATM and shall submit the same along with the monthly monitoring reports.
- The concessionaire shall provide trained manpower to maintain the equipment, change filters, and refill chemical storage tanks. Maintaining the required uptime of all the systems to ensure the provisions of quality services.
- The department would ensure a minimum of 4 hours of power supply each day. Power backup (battery operated) for water vending system shall be ensured for prescribed Water ATM working hours.
- The concessionaire will be responsible for the supply of consumables and chemicals, and any other material required essentially to provide effective services.
- The concessionaire shall provide and maintain the electrical and plumbing fittings of all types at the treatment plant in good working condition.
- The concessionaire shall provide display boards giving general information and facilities available. These boards shall be of standard type, approved by the department.

#### **B. CONCESSIONAIRE'S DRAWINGS**

Concessionaire shall carry out detailed survey for the works to be taken up and design in consultation with Independent Engineer and Consultants. Based on these designs, the Concessionaire shall prepare the detailed working drawings for the Water ATMs and submit 3 copies of these working drawings along with designs to the Independent Engineer in the time frame given in work plan schedules. Drawings submitted by the Concessionaire shall show all



the essential items. These drawings after approval from the Independent Engineer shall be the Concessionaire's drawings and shall be used for construction/installation of water ATMs.

### C. SPECIFICATIONS

Quantity	1 No.
Capacity of tank	100 ltrs.
MOC tank	PE/FRP
Ultra Violet system	Function-to disinfect water, will kill bacteria and micro-organisms
Capacity	As per Schedule C
Make	Alfa/Phillips/ACE hygiene
Cleaning in Place (CIP) system	Function- use for chemical cleaning of RO membranes over a period of time
Quantity of raw water tank	1 No.
Capacity of raw water tank	500 litres
MOC of tank	FRP/MSRL/PE
Make of tank	Indian
Micron Cartridge	
Flow rate	As per plant requirement
MOC	FRP/Engineering grade plastic
No. of cartridge housing	As per plant requirement
Micron rating	5 Micron
Flow Velocity	2.5m/s
MOC of cartridge	PP
RO Water storage tank	Function- For storage of product water from R.O plant (The height of storage tank should be kept in such a way that there is no dead storage)
Type/MOC	Two/Three layered PE tanks white/black in color made from virgin material of Food grade quality, suitable for the purpose of providing/storage of drinking/potable water.
Make	Syntax/Spa gold
Control	Provision of low level and high level switch
Capacity	As given in Annexure-VI

### D. TECHNICAL SPECIFICATION FOR R.O. PLANT CAPACITY 100 LPH EACH UNIT

Anti scalant dosing system	Function-to inhibit scaling of hardness salt and silica on RO membranes
Pump	1 set
Make	ASIA LMI/Injecta/Sonder/Prominent/E-dose/Injecta
Quantity	1 No.
Type	Electronic Diaphragm Type
Capacity	0-5 LPH
MOC of tank	PE/RFP
Make of tank	Indian
High Pressure Pump	Function- to develop required pressure for Reverse Osmosis on RO membranes
Type	Vertical Centrifugal Multistage
MOC	SS316
Number	1 No.

Make	Grundfos/Ebara/ITT lowara/CRI/Tonkaflo
Capacity	As per plant requirement
Pressure and power	As per plant requirement
Pressure Vessel	Function-to house RO membranes under pressure
Item	RO Module consisting of membrane housing with RO membrane mounted on skid
MOC	FRP
Diameter	As per plant requirement
Length	As per plant requirement
Make	Code Line/Maxima/Phoenix/Protec/Aqueous
Membrane	Function-to remove dissolved salt from water by Reverse Osmosis, produce permeate water having less dissolved salt and reject water having highly concentrated salt
Type	TFC, Polyamide
Size	As per plant requirement
Average Flux	<18GFD
Make	DOW Flimtec-USA/Hydranautics/Toray Japan/GE Osmosis/Hi-Tech/Oltremare
Operating water temperature	Ambient temperature
PH Correction system	Function-to enhance PH of RO permeate from 5.5-6 to 7-7.5 as per WHO guideline
Pump	1 set
Make	ASIA LMI/Sonder/Prominent/E-Dose
Quantity	1 No.
Type	Electronic Diaphragm Type
Capacity	0-5 LPH

## E. INSTRUMENTATION AND CONTROL

A	Remote access and monitoring system	Function based on GSM technology with SMS facility minimum 3 real time mobile nos. to get real time reporting of plant operations.
B	Pressure Gauges	Function-to measure pressure
	Quantity	4 No.
	Location	Pump outlet, Filter outlet, High pressure pump Discharge and RO reject
	Range	0-7 kg/cm <sup>2</sup>
	Location	Feed pump outlet/filter outlet
	Quantity	2 Nos.
	Location	High pressure pump Discharge and RO reject
	Range	0-20 kg/cm <sup>2</sup>
	Make	Forbes Marshall/Waree/Hi-Guru/Ocean/Beaumer
	MOC	SS
C	Flow indicator	Function-to measure flow rate at location
	Quantity	3 Nos.
	Location	RO Feed, RO Product, Reject
	Type	Float type/panel mounted
	Max. operating temp.	40 deg.C
	Measuring points	RO Feed, RO Product, Reject
	Make	Flow Max/Blue&White/FIP/Eureka/GF
D	High pressure switch	Function-for system safety, stop the system for low suction

	and low pressure switch	pressure at high pressure pump and if required high pressure for RO membranes
	Quantity	2 Nos.
	Location	Before and after high pressure pumps
	Make	Switzer/Orion/Indfos/Waree/Forbes/Marshall
E	Auto flushing system with solenoid valves	Function-to flush RO system with clean water at the time of stop to enhance life of RO membranes
	Quantity	1 No.
F	Electrical control panel with volt meter, indicators	Function-to control and operate system properly
	Make	Local
	Location	Skid**Mounted/SS-304 **MS box pipe frame with primer and 3 coats of epoxy coating
	Type	Non draw out type
	Material of Panel	As per requirement
	Voltage	415V+/- 10% Frequency 50 Hz +/- 5%, 3-phase, 4 wire system with solidly grounded neutral
G	Digital conductivity	Function-to measure quality of RO product water
	Quantity	1 No.
	Location	Permeate Line
	Indication	4 digit, 1 line LED
	Range	0-200 $\mu$ s/cm
	Max Temperature	40 deg C
	Make	F Marshal/Hanna/Olympus/Fivebro/HM

Note: 1) The SS piping and accessories shall be used after high pressure pump i.e. from high pressure pump to pure outlet

2) All the Equipment/Instruments shall conform to BIS/American/British/EU standards.

## F. OPERATION AND MAINTENANCE MANUALS

### General

- The operation and maintenance manuals shall be arranged to provide separate volumes for each principal section of the works and they shall relate to as-built conditions and shall include all necessary drawings and diagrams for a proper understanding of the works.
- The operation and maintenance manual shall be approved in draft form initially prior to commencement of erection by the Engineer's Representative and shall cover all items of the works. For this purpose, three draft copies shall be submitted to the Engineer's Representative. A mere collection of manufacturers' descriptive leaflets will not be acceptable in satisfaction of this Clause. The operation and maintenance manual shall comprise both operating instructions and maintenance instructions.
- The manuals shall include, but not be limited to the following information:
  - ✓ Descriptive overview of the whole of the Works

- ✓ Descriptions of all systems installed, including mechanical, electrical, instrumentation, control systems with relevant design and operating parameters.
- ✓ Descriptions of all equipment supplied including manufacturer's leaflets, which shall be scheduled for easy reference.
- ✓ Schedules and manufacturer's catalogues for all equipment supplied, giving duties, electrical load, etc.
- ✓ Schedules of all equipment suppliers (and their local agents) including names, addresses, telephone, fax and e-mail numbers.
- ✓ Procedures to deal with breakdown and emergencies
- ✓ Safety requirements
- ✓ Checking, testing and replacement procedures to be carried out on all plant items on a daily weekly and monthly basis or at longer intervals to ensure trouble free operation: Full maintenance instructions for all equipment including planned maintenance schedules or charts giving daily, weekly, monthly, quarterly, half yearly, annual and overhaul instructions, together with recommended lubricants and spares. These shall also include details of routine maintenance work that will be within the competence of the normal maintenance staff and notification of maintenance work that will have to be done by the manufacturer, his agent or other specialist operator.
- ✓ Fault locations and remedy charts to facilitate tracing the cause of malfunctions or breakdown and correcting faults.
- ✓ Complete list of recommended lubricants and lubrications charts, insulating oil and insulation checking / replacement chart.
- ✓ 'Spares schedule', which shall consist of a complete list of item wise spares for all Plant, items with ordering references and part numbers.
- ✓ List of manufacturer's instructions for operation and maintenance of all bought out equipment. The list shall be tabulated in alphabetical order giving the name of supplier / manufacture, identification of the Plant item giving the model number and the literature provided including instruction leaflets and drawing numbers.
- ✓ Step by step procedure for the dismantling, repair and re-assembly of all items of equipment.
- ✓ Part-list and drawings or exploded diagrams for each item of Plant with construction particulars, materials of construction, mating components, clearances and tolerances, maximum wear permitted before replacements are to be done, etc.

- ✓ Record drawings of all systems installed, including general arrangements, conduit and wiring trunking systems, wiring diagrams, control schematics and valve charts, etc., to a reduced scale.
- ✓ The Operation and Maintenance Manual shall include details of all equipment (i.e. new, refurbished).
- The Concessionaire shall furnish 3 copies of the Operation and Maintenance Manual for each of the pumping stations. Each volume shall be durable and permanently bound within a stiff binder of a design to be approved by the INDEPENDENT ENGINEER.

**SCHEDULE E: APPLICABLE PERMITS**

**NA**

**SCHEDULE F: PERFORMANCE SECURITY**

To,  
Director,  
Department of Rural Development  
Government of Uttar Pradesh  
Lucknow.

Whereas the Govt. of the state of Uttar Pradesh through ..... (here in after called the Department ) having entered into an agreement no ..... Dated..... with M/s..... (Hereinafter called the contractor) for execution of work of Supply, Establishment, O&M of Water ATMs each of output capacity of 100 Litre per Hour including operation and maintenance for a period of five years after installation in various District Headquarters, District Hospital/District Women Hospital, Community Health Centres and all Vikas Khand Mukhyalaya in Uttar Pradesh under which the contractor(s) M/s .....have applied to furnish contract performance bank guarantee.

In consideration of the Govt. of state of Uttar Pradesh having made such a stipulation in agreement. We ----- (indicate name of bank), herein after referred to as the "Bank" at the request of M/s -----contractor(s), do hereby undertake to pay to the department an amount not exceeding Rs ----- (Rupee ----- only) on demand.

We ----- (indicate the name of bank ), do hereby under take to pay Rs ----- only) under this guarantee without any demur or delay, merely on a demand from the department. Any such demand made on the bank by the department shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the department and We ----- (indicate the name of bank ), bound ourselves with all the directions given by department regarding this bank guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs - ----- (Rupee -----only).

We -----( indicate the name of bank ),under take to pay to the department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal or arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

We -----(indicate the name of bank) further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue enforceable till all the dues of the department under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the department certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

We -----(indicate the name of bank) further agree with the department that the department shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the department against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act of omission of the part of the department or any indulgence by the department to the said contractor or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

The liability of us ----- (indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

We ----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the department in writing.

This guarantee shall remain valid and in full effect, until it is decided to be discharged by the department. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs----- (Rupee - -----only).

It shall not be necessary for the state department to proceed against the contractor before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the state department may have obtained or obtain from the contractor.

The bank guarantee shall be payable at the head-quarters of the division, or the nearest district head-quarters. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Dated-----day of -----for and on behalf of the bank (indicate the bank)

Signature and Designation

The above guarantee is accepted by the Director, Dept. of Rural Development

for and on behalf of the Government of Uttar Pradesh.

**Signature**

Note : Guarantee to be made on stamp paper purchased by the bank only.



**SCHEDULE G: PROJECT COMPLETION SCHEDULE**

**To be provided by the bidder**

**SCHEDULE H: DRAWINGS**

NA

**SCHEDULE I: TESTS AND PERFORMANCE STANDARDS**

**Performance Standards for Quality of Water**

The water supplied shall comply with the following performance standards:

**PRODUCT WATER QUALITY AS PER BIS 10500**

<b>Sr.No.</b>	<b>Characteristics</b>	<b>Acceptable</b>
1	Turbidity(NTU)	2.5
2	Color(Units on platinum cobalt scale hazen unit)	5.00
3	Taste and Odor	Unobjectionable
4	Ph	7.0 to 8.5
5	Total dissolved solids(mg/l)	500
6	Total hardness as CaCO <sub>3</sub> (mg/l)	200
7	Chlorides as Cl(mg/l)	200
8	Sulphates as SO <sub>4</sub> (mg/l)	200
9	Fluorides as F(mg/l)	1.0
10	Nitrates as NO <sub>3</sub> (mg/l)	45
11	Calcium as Ca(mg/l)	75
12	Magnesium as Mg(mg/l)	<3*If there are 250mg/l of sulphates mg content can be increased to a maximum of 125 mg with the reduction of sulphates at 1 unit per every 2.5 units of sulphates
13	Iron as Fe(mg/l)	0.1
14	Alkanlinity(mg/l)	200
15	Manganese as Mn(mg/l)	0.05
16	Copper as CU(mg/l)	0.05
17	Zinc as Zn(mg/l)	5.0
18	Residual free chlorine(mg/l)	0.2

19	Bacteria(MPN/100ml)	0-As per BIS standards
20	Uranium	<60 µg/l
21	Arsenic	.010 mg/l

Note: The total dissolved solids (TDS) of output water obtained from RO plant shall range between 50-100 PPM.

**SCHEDULE J: COMPLETION CERTIFICATE**

1. I, \*\*\*\* (Name), under and in accordance with the Concession Agreement dated \*\*\* (the "**Agreement**"), for Supply, establishment, operations and management of Water ATM's with RO for a period of five years in all the District Headquarters', District Hospitals, District Women's Hospital and all Vikas Khand Mukhyalays (821 blocks) in the State of Uttar Pradesh through Public Private Partnership (**PPP**) on Design, Build, Finance, Operate and Transfer (**DBFOT**), through \*\*\*\* (Name of Concessionaire), hereby certify that the Tests specified in Article 14 of the Agreement have been successfully undertaken to determine compliance of the Water ATM project with the provisions of the Agreement, and I am satisfied that the Water ATMs can be safely and reliably installed for service of the Users thereof.
  
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of supply of Water ATMs have been completed, and the Project is hereby declared fit for entry into commercial operation on this the \*\*\* day of \*\*\* 20\*\*.

SIGNED, SEALED AND DELIVERED For and on  
behalf of INDEPENDENT ENGINEER by:

(Signature)

(Name)

(Designation)

(Address)

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 K: MAINTENANCE REQUIREMENTS**

NA

**SCHEDULE L: SAFETY REQUIREMENTS**

**NA**

**SCHEDULE M: MONTHLY USER CHARGES STATEMENT**

NA



**SCHEDULE N: POWER TARIFF SCHEDULES**

**NA**

**SCHEDULE O: RAW WATER WITHDRAWAL CHARGES.**

**NA**

**SCHEDULE P: SELECTION OF INDEPENDENT ENGINEER**

**NA**

**SCHEDULE Q: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER**

**NA**

**SCHEDULE R: USER CHARGES TARIFF**

**Tariff for User Charge:**

<b>Sr. No.</b>	<b>Quantity of water</b>	<b>Amount in Rs.</b>
1	One litre	Rs. 2
2	Half litre	Re.1

**Note: The minimum quantity of water to be dispensed shall be 250 ml.**

## SCHEDULE S: ESCROW AGREEMENT

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

AMONGST

- 1 [\*\*\*\* LIMITED], a company incorporated under the provisions of the Companies Act, 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, permitted assigns and substitutes);
- 2 \*\*\*\*[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 "Lenders' Representative" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);
- 3 \*\*\*\*[name and particulars of the Escrow Bank] and having its registered office at \*\*\*\*(hereinafter referred to as the "Escrow Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and
- 4 The Managing Director Rural Development Department, Uttar Pradesh a statutory body Setup by Government of Uttar Pradesh for installation of Water ATMs (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

- (A) The Authority has entered into a Concession Agreement dated \*\*\* with the Concessionaire (the "Concession Agreement") for installation of Water ATMs on Design Build Finance Operate and Transfer (DBFOT) basis.
- (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 IT IS HEREBY AGREED 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 provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

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

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

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

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

## **1.2 Interpretation**

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

## **2 ESCROW ACCOUNT**

## **2.1 Escrow Bank to act as trustee**

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and 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 interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

## **2.2 Acceptance of Escrow Bank**

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

## **2.3 Establishment and operation of Escrow Account**

- 2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the \*\*\*\* (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in 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**

The rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

## **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 into and/or credit the Escrow Account with:

- (a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;
- (b) all funds received by the Concessionaire from its share-holders, in any manner or form;
- (c) all user charges levied and collected by the Concessionaire;
- (d) any other revenues from or in respect of the Project; and
- (e) all proceeds received pursuant to any insurance claims.

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) Revenue Shortfall Loan;
- (c) all User Charges collected by the Authority in exercise of its rights under the Concession Agreement; and
- (d) Termination Payments:

Provided that the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire and the balance remaining shall be deposited into the Escrow Account.

### **3.3 Deposits by Senior Lenders**

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Concessionaire under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

### **3.4 Interest on deposits**

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

## **4 WITHDRAWALS FROM ESCROW ACCOUNT**

### **4.1 Withdrawals during Concession Period**

At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the

Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) all taxes due and payable by the Concessionaire;
- (b) all payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) O&M Expenses incurred by the Authority, provided it certifies to the Escrow Bank that it had incurred such expenses in accordance with the provisions of the

Concession Agreement and that the amounts claimed are due to it from the Concessionaire;

- (e) Concession Fee due and payable to the Authority;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- (g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including repayment of Revenue Shortfall Loan;
- (h) debt service payments in respect of Subordinated Debt;
- (i) any reserve requirements set forth in the Financing Agreements; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information, received during the course of the year makes such modification necessary.

#### **4.2 Withdrawals upon Termination**

Upon Termination. of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all taxes due. and payable by the Concessionaire;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- (c) outstanding Concession Fee;
- (d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including [Premium,] repayment of Revenue Shortfall Loan and any claims in connection with or arising out of Termination;
- (e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 39 of the Concession Agreement;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;
- (i) any other payments required to be made under the Concession Agreement; and

(j) balance, if any, in accordance with the instructions of the Concessionaire:

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 funds in the serial order of priority until exhaustion thereof.

#### **4.4 Application of insurance proceeds**

Notwithstanding anything in this Agreement, the proceeds from all insurance

claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

#### **4.5 Withdrawals during Suspension**

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

### **5 OBLIGATIONS OF THE ESCROW BANK**

#### **5.1 Segregation of funds**

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

#### **5.2 Notification of balances**

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

#### **5.3 Communications and notices**

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

#### **5.4 No set off**

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed - by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

#### **5.5 Regulatory approvals**

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

### **6 ESCROW DEFAULT**

#### **6.1 Escrow Default**

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

- (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 consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

## **7 TERMINATION OF ESCROW AGREEMENT**

### **7.1 Duration of the Escrow Agreement**

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

### **7.2 Substitution of Escrow Bank**

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

## **8 Closure of Escrow Account**

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the .Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

## **8 SUPPLEMENTARY ESCROW AGREEMENT**

### **8.1 Supplementary escrow agreement**

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders 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 Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- 9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
- 9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

### **9.2 Notice and contest of claims \***

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party

responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

## **10 DISPUTE RESOLUTION**

### **10.1 Dispute resolution**

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Indore and the language of arbitration shall be English.

## **11 MISCELLANEOUS PROVISIONS**

### **11.1 Governing law and jurisdiction**

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

### **11.2 Waiver of sovereign immunity**

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and



- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

### **11.3 Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

### **11.4 Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

### **11.5 Waiver**

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of 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 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 obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **11.6 No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

### **11.7 Survival**

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

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

11.7.2 All obligations surviving the cancellation, expiration or termination- of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

### **11.8 Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

### **11.9 Successors and assigns**

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

### **11.10 Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. 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 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile 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 Authorized 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.

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of

CONCESSIONAIRE by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

Fax No.)

Fax No.)

In the presence of: 1.

2.

## SCHEDULE T: PANEL OF CHARTERED ACCOUNTANTS

### **1 Panel of Chartered Accountants**

Pursuant to the provisions of Clause 33.2.1 of the Agreement, the Authority and the Concessionaire shall prepare a mutually agreed panel of 10 (ten) reputable firms of Chartered Accountants having their registered offices in India (the "Panel of Chartered Accountants"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-T.

### **2 Invitation for empanelment**

2.1 The Authority shall invite offers from all reputable firms of Chartered Accountants who fulfill the following eligibility criteria, namely:

- (a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, of which at least ten should have been public sector undertakings;
- (b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;
- (c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and
- (d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 100,00,00,000 (Rs. one hundred crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

### **3 Evaluation and selection**

3.1 The information furnished by each firm shall be scrutinized and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 10 (ten) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

#### **4 Consultation with the Concessionaire**

The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinize the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

#### **5 Mutually agreed panel**

- 5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalize and constitute a panel of 10 (ten) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- 5.2 After completion of every five years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule - T.

**SCHEDULE U: VESTING CERTIFICATE**

NA

## SCHEDULE V: SUBSTITUTION AGREEMENT

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

AMONGST

- 1 The Managing Director Rural Development Department, Uttar Pradesh, with its principal office at Lucknow Uttar Pradesh a statutory body established by Government of Uttar Pradesh for development of Water ATMs (hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, 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 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);

WHEREAS:

- A) The Authority has entered into a Concession Agreement dated \*\*\* with the Concessionaire (the "Concession Agreement") for Installation of Water ATMs (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 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 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 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 favor 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 favor 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 Water Supply 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 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 Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Water Supply Project in accordance with the provisions of Article 36 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.

### **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.

### **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 Water Supply 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 fulfill 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 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 Authority has any objection to the transfer of Concession in favor of the Nominated Company in accordance with this Agreement, it shall within 7 (seven) 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 7 (seven) 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.

### **3.5 Selection to be binding**

The decision of the Lenders' Representative and 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 favor 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 a 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 37 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 realization 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 the 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 fulfill any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

- 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 Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative 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 Indore 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 Indore 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 judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

## **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 authorized representatives of the Parties.

## **9.5 Waiver**

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of 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 authorized 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 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 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 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.

**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

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
CONCESSIONAIRE by:

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

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
Managing Director, Rural Development  
Department, Uttar Pradesh

(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.



