

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 137 OF 2025**

IN THE MATTER OF:

Renu Bala & Anr.

...Applicants

Versus

Union of India & Ors.

...Respondents

NDOH: 08.09.2025

INDEX

S. No.	Particulars	Page No.
1.	Reply on behalf of the Respondent No. 7 and 8 to the Original Application No. 137 of 2025 along with supporting Affidavits	5-49
2.	<u>Annexure R – 1</u> True copy of the Board Resolution dated 26.05.2025	50
3.	<u>Annexure R – 2</u> True copy of the Board Resolution dated 25.06.2025	51
4.	<u>Annexure R – 3</u> True copy of the Concession Agreement dated 18.07.2022 between the Respondent No. 7 and Respondent No. 5	52-317

CONTINUE VOLUME-II PAGE NO. 321 to 451		
5.	<u>Annexure R - 4</u> True copy of the Letter dated 08.07.2024 issued by the Delhi Development Authority	321
6.	<u>Annexure R - 5 (Colly)</u> True copy of the letters dated 03.02.2025 and 11.02.2025 addressed to the Applicants	322-324
7.	<u>Annexure R - 6 (Colly)</u> True copy of the Demand letter dated 28.02.2025 and the Reminder - 1 dated 19.03.2025 addressed to the Applicants	325-328
8.	<u>Annexure R - 7 (Colly)</u> True copy of the cancellation letter dated 26.03.2025, along with the proof of refund of INR 3,00,000/- to the Applicants	329-331
9.	<u>Annexure R - 8 (Colly)</u> True copy of the email of the Applicants dated 07.05.2025 and 04.06.2025	332-339
10.	<u>Annexure R - 9</u> True copy of the Application dated 05.10.2023 submitted by the Respondent No. 7 for grant of Environmental Clearance	340-345
11.	<u>Annexure R - 10</u> True copy of the minutes of 136 th meeting of the State Level Expert Appraisal Committee, Delhi held on 27.10.2023	346-353

12.	<u>Annexure R - 11</u> True copy of the Terms of Reference dated 03.01.2024 issued by State Environment Impact Assessment Authority	354-361
13.	<u>Annexure R - 12</u> True copy of the minutes of 141 st meeting of the State Level Expert Appraisal Committee, Delhi held on 07.03.2024	362-396
14.	<u>Annexure R - 13</u> True copy of the Order dated 06.09.2024 in Appeal No. 147/REAT/2024 passed by the Real Estate Appellate Tribunal, Delhi	397-400
15.	<u>Annexure R - 14</u> True copy of the final order dated 19.03.2025 passed by the Real Estate Appellate Authority, NCT of Delhi in Appeal No. 173/REAT/2024	401-414
16.	<u>Annexure R - 15</u> True copy of the Registration Certificate dated 07.04.2025 issued by RERA, NCT of Delhi	415-425
17.	<u>Annexure R - 16</u> True copy of Letter dated 19.09.2024 sent by the Respondent No. 7 to the Respondent No. 3	426-429
18.	<u>Annexure R - 17</u> True copy of the Consent to Establish granted to the Respondent No. 7 on 22.07.2025 <i>vide</i> Certificate No. G-49582	430-435

19.	<u>Annexure R - 18</u> True copy of the Letter dated 12.08.2025 issued to Deputy Conservator of Forest, Government of NCT of Delhi	436-438
20.	<u>Annexure R - 19 (Colly)</u> True copy of the Photographs of the trees at the project in question	439-446
21.	Vakalatnama	447-450
22.	Proof of Service	451

THROUGH



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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
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IN THE MATTER OF:

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**REPLY ON BEHALF OF THE RESPONDENT NO. 7 AND 8 TO
THE ORIGINAL APPLICATION NO. 137 OF 2025**

MOST RESPECTFULLY SHOWETH:

1. The present reply is being filed on behalf the Respondent Nos. 7 & 8 (hereinafter collectively, '**Answering Respondents**') in response to the Original Application preferred by Applicants under Section 14, 15, 16 & 17 read with Section 18(1) of the National Green Tribunal Act, 2010. The present reply is being filed through Ms. Neha Chaturvedi who has been duly authorised on behalf of Respondent No. 7 and Respondent No. 8 in this regard *vide* Board Resolution dated 26.05.2025 and 25.06.2025 respectively. True copy of the Board Resolution dated 26.05.2025 is annexed herewith and marked as **Annexure R – 1**.

True copy of the Board Resolution dated 25.06.2025 is annexed herewith and marked as **Annexure R – 2**.

2. The answering Respondents denies each and every contention, averment and/or allegation made in the captioned Application save and except what is specifically admitted hereinafter.
3. The present Reply is not a para-wise reply to the captioned application and the answering Respondents seeks the liberty of this Hon'ble Tribunal to file an additional reply, if so required, with liberty of this Hon'ble Tribunal at a later stage.
4. At the outset, it is submitted that the answering Respondents have requisite permissions required at this stage, including but not limited to deemed Environment Clearance and Consent to Establish. Further, the answering Respondents are not involved in any alleged act of illegal construction or illegal tree felling and are, therefore, not in violation of any applicable Environmental laws, rules, or norms, thereby necessitating dismissal of the captioned application *in limine*.

5. The Respondent No. 7 is a Special Purpose Company (hereinafter, '**SPC**') of Respondent No. 8, incorporated under the Companies Act, 2013, and is engaged in the business of real estate development. The Respondent No. 8 holds 100% of the paid-up and subscribed equity share capital of the Respondent No. 7 Company.

6. The Respondent No. 8, M/s Omaxe Ltd., is a public listed company registered under the provisions of Companies Act, 1956, and is engaged in the business of development of real estate projects. The Respondent No. 8 is a reputed real estate developer in India and is widely regarded as a trusted name in the sector, possessing over three decades of experience in real estate development and construction. It has consistently maintained a credible reputation for executing large-scale projects with due diligence, timeliness, and in strict adherence to applicable environmental regulations. Owing to its efficient work ethic and strategic planning, Respondent No. 8 has successfully completed and delivered several commercial, group housing, and residential projects across various parts of India.

BRIEF FACTS

7. Before adverting to the merits of the captioned Application, the answering Respondents crave leave of this Hon'ble Tribunal to place on record certain facts relevant to the adjudication of the present Application.
8. In order to promote the development of sports activities in the city of New Delhi through the creation of world-class sports infrastructure, Respondent No. 5, namely Delhi Development Authority (hereinafter, '**DDA**'), decided to develop an integrated Multi-Sports Arena at Sector 19B, Dwarka, New Delhi, comprising, *inter alia*, an Outdoor Stadium, an Indoor Stadium, a Sports Club and support commercial facilities on the land owned by DDA.
9. DDA has resolved to undertake the said Project with a private sector partner on Design, Build, Finance, Operate and Transfer basis (hereinafter, '**DBFOT**'), on the aforesaid land situated at Sector 19B, Dwarka, New Delhi. In pursuance thereof, DDA invited proposals from eligible bidders for implementing the Project on 26.11.2021 *vide* its

Request for Proposal (RFP) No. F.2(11) Sports Divin-1/DDA/A/DWK/2021-22/494.

10. Upon completion of the competitive bidding process, Respondent No. 8 emerged as the successful bidder and was issued the Letter of Award dated bearing 19.05.2022. Pursuant thereto, Letter of Acceptance dated 23.05.2022 was submitted by Respondent No. 8. Presently, the implementation of the project is being undertaken by Respondent No. 7, which has been incorporated by Respondent No. 8 for the specific purpose of implementation and development of the Integrated Multi-Sports Arena and commercial facilities at Sector 19-B, Dwarka, New Delhi (hereinafter, **'project in question'**).

11. In pursuance thereof, DDA has executed the Concession Agreement dated 18.07.2022 with the Respondent No. 7 and has handed over possession of land admeasuring area 2,03,961.50 sq. mts. situated at Sector 19B, Dwarka, New Delhi to the Respondent No. 7, whereby the Respondent No. 7 has been granted development rights for implementation of the integrated multi-sports arena and commercial

facilities on DBFOT basis. DDA has already verified the feasibility of the Plot of Land for the Project in question. The project in question includes construction of a state-of-the-art sports stadium and associated facilities, aimed at promoting sports activities with proposed activities of Cricket outdoor Stadium, Indoor Stadium, commercial building, Multi-Level Car parking, and Club to the residents of Delhi. The centrepiece of the Project is an international cricket-cum-football stadium with a 30,000-seat capacity, designed to host major international tournaments.

True copy of the Concession Agreement dated 18.07.2022 between the Respondent No. 7 and Respondent No. 5 is annexed herewith and marked as **Annexure R – 3**.

12. The relevant Clauses of Concessional Agreement for the convenience of this Hon'ble Tribunal are reproduced herein

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a. "Time allowed to complete the Sports Facilities: 03 (three) years.

b. 3.1 Concession

c. 3.1.1 "Subject to and in accordance with the provisions of the Concession Agreement, the Authority (DDA) hereby

grants to the Concessionaire, the Concession set forth herein including an exclusive right, license and authority to design, finance, construct, procure, operate and maintain the Project Facilities for a period of 30 (thirty) years commencing from the Appointed Date and exclusive right to transfer/sub-let/license on leasehold basis, the Commercial Facilities developed on the Site for a period of 99 (ninety nine) years starting from the Scheduled COD, including extensions thereto (the “Concession”), and the Concessionaire hereby accepts the Concession and agrees to implement the Project, subject to and in accordance with the terms and conditions set forth herein.”

d. 3.2 Concession Period/Lease Period

e. 3.2.1 “The Concession Period shall commence from the Appointed Date and shall extend for a period of 30 (thirty) years, starting from the Appointed Date for Mandatory Facilities (the “Concession Period”) and 99 (ninety nine) years, starting from Scheduled COD (including extensions) for Commercial Facilities (the “Lease Period”) or the earlier termination of this Agreement in terms hereof and during which the Concessionaire is authorized to implement the Project and to operate the Project Facilities in accordance with the provisions hereof.....”

f. Concession Period: 30 (thirty) years.

g. Lease period for built-up commercial components: 99 (ninety-nine) years.

h. 4.3. Commencement of Concession Period

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

i. 12.5. Construction of the Project.

- 12.5.1. On or after the Appointed Date, the Concessionaire shall undertake construction of the Project as specified in Schedule B wherein Project Facilities shall be as per Schedule C, and in conformity with the approved Detailed Project Report, Specifications and Standards set out in Schedule Das per the terms and conditions of this Concession Agreement.

- 12.5.2. The Concessionaire shall construct the Mandatory Facilities in accordance with the Project Completion Schedule set forth in Schedule G. In the event that the Concessionaire fails to achieve any

Project Milestone within a period of ninety (90) days from the date set forth for such Project Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of zero point one percent (0.1%) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule G has been amended as above; provided further that in the event COD is achieved on or before the Scheduled Date, the Damages paid under this Clause 12.5.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

j. 15.1. Commercial Operation Date (COD)

The Mandatory Facilities shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Clause 14. The commercial operation date

of the Mandatory Facilities shall be the date on which such Completion Certificate or the Provisional Certificate for the Mandatory Facilities is issued and the Concessionaire shall have obtained the Applicable Permits to operate the Mandatory Facilities (the “COD”). The Project can enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect User Fee in accordance with the provisions of this Agreement.

k. 41. Definitions:

- “Appointed Date” means the date on which the Financial Close is achieved and every Condition Precedent is either being satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;
- “Commercial Operation Date” or “COD” shall have the meaning ascribed to it in Clause 15.1.1;
- “Construction Period” means the period beginning from the Appointed Date and ending on Commercial Operation Date;
- “Mandatory Facilities” means the Outdoor Stadium, Indoor Stadium, Sports Club and common infrastructure facilities such as landscape, structures, pavement and walkways, vehicle parking, drainage

facilities, sign boards, electrical, mechanical, civil, sanitation and other works, telephone, other communication equipments, laboratories with equipment, other equipment, technology at the Site/relating to the sports infrastructure to be fully developed under the development obligations of the Concessionaire in respect of the Project as mentioned in the RFP document and in the Schedule C of this Agreement.

l. Schedule G - Project Completion Schedule

Clause 6 - Scheduled Completion Date

6.1. The Scheduled Completion Date shall be 36 (thirty six) months from the Appointed Date.

6.2. On or before the Scheduled Completion Date, the Concessionaire shall have completed the Mandatory Facilities in accordance with this Agreement.”

13. The scope of work of Respondent No. 7 shall broadly include the master planning of the entire Site, design, engineering, financing, procurement and construction of the Project, including a set of Mandatory Facilities (hereinafter, **‘Mandatory Facilities’**) and operation & maintenance thereof for the entire Concession Period of thirty (30) years (which shall include the construction period), as more particularly set out in the Concession Agreement and its

schedules, until the expiry of Concession Period. The Mandatory Facilities shall include the integrated development of the following:

- (i) An International Cricket-cum-Football Stadium/ Football Stadium having a minimum seating capacity of 30,000 (“Outdoor Stadium”), proposed to be designed to host major international tournaments, which will be the first of its kind to be established in Delhi in the post-Independence era;
- (ii) Indoor multi-sports facilities with a minimum seating capacity of 2,000 (“Indoor Sports Facility”);
- (iii) A membership-based Sports Club with a minimum of 3,000 members, wherein other sports facilities may also be included as part of the Club House amenities (“Sports Club”);
- (iv) Ancillary sports facilities including, but not limited to, a swimming pool, tennis courts, badminton courts, squash courts, and table tennis, in addition to the main stadium (“Other Sports Facilities”);
- (v) All Sports Facilities developed on the Site shall be made available to users on a “pay and play” basis, without

requiring membership of the Sports Club, for a minimum of 25% (twenty-five percent) of their capacity (“Pay and Play Facilities”). The said allocation may be made either by allocating turfs or by pre-specifying time slots;

- (vi) In accordance with the terms of the Concession Agreement, Respondent No. 7 shall also be entitled to develop Commercial Facilities such as hotel(s), retail mall(s), etc., in addition to the Mandatory Facilities, on the balance portion of the Site, subject to permissions under applicable laws and development control regulations. For the purpose of facilitating the development of such Commercial Facilities, DDA shall grant leasehold rights for a period of ninety-nine (99) years in respect of the developed Commercial Facilities.

14. The DDA *vide* its letter dated 08.07.2024 notified the Appointed Date under the Concession Agreement to be 02.01.2024. It is to be noted that Respondent No. 7 is required to complete the construction of the Mandatory Facilities in the Project within a period of thirty-six (36)

months from the Appointed Date (08.07.2024), in terms of Clause 6 of Schedule G of the Concession Agreement. In case, Respondent No. 7 fails to complete the construction of the Mandatory Facilities/project in question within the prescribed time frame, Respondent No. 7 is liable to pay damages to DDA for each day of delay.

True copy of the Letter dated 08.07.2024 issued by the Delhi Development Authority is annexed herewith and marked as **Annexure R - 4.**

15. The Answering Respondent submits that the present project of building infrastructure for a sports stadium and allied activities is a project of national importance and therefore should not be eyed as if it is an industrial project being undertaken to cause pollution. Under principles of sustainable development, parties are, of course within the four corners of law, entitled to create world class infrastructure while ensuring that least damage to the environment is caused. This Hon'ble Tribunal must take into consideration that world class infrastructure is what is

required in urban areas in the interest of the country as well as for the world of sports.

16. In accordance with the bid documents and Concession Agreement, the Respondent No. 7 is required to develop, design, finance, construct, operate and maintain facilities for open and/or covered parking of motor vehicles, to cater all the facilities being developed on land situated at Sector 19 B, Dwarka, New Delhi. As per the terms of the Concessionaire Agreement, Respondent No. 7 shall manage and operate the parking spaces for the Concession Period and Lease Period.

17. The objective behind constructing the multi-level parking facility is to alleviate the parking-related issues prevalent in the Dwarka area. Construction of such allied parking infrastructure shall make life easier for the government, local authorities as well as for the general public.

OBJECTIONS WITH REGARDS LOCUS STANDI OF THE APPLICANTS

18. The Answering Respondents submit that the present Application is liable to be dismissed *in limine* on the ground

that the Applicants lack the requisite locus standi to maintain the present proceedings before this Hon'ble Tribunal. The Applicants have deliberately misrepresented their status and connection with the project in question, and are pursuing a personal vendetta against the Answering Respondents, which must be taken into consideration by this Hon'ble Tribunal. The jurisdiction of this Hon'ble Tribunal under the National Green Tribunal Act, 2010, is circumscribed to adjudicating substantial questions relating to environment, and cannot be invoked to entertain proceedings initiated with ulterior motives or personal grievances masquerading as environmental concerns.

19. On 27.12.2024, the Applicants submitted Expression of Interest (hereinafter, '**EOI**') to Respondent No. 7, wherein they expressed their interest and requested reservation of a commercial built-up unit in the Project in question of Respondent No. 7. Pursuant thereto, the Applicants paid EOI Reservation Amount of INR 3,00,000/- (Rupees Three Lacs Only) to Respondent No. 7 for Unit bearing Reference No. OSD/ZONE-D/GS/FIRST & SECOND/GROUP- 7/236 in

the Project in question. The said EOI was merely an expression of interest and did not confer any right, title, or interest upon the Applicants in any commercial space in the project.

20. Respondent No. 7, *vide* Letter dated 03.02.2025 and 11.02.2025 addressed to the Applicants, categorically informed them that confirmation of their interest in the commercial built-up unit in the Project in question of Respondent No. 7 would be subject to the completion of necessary formalities, including the execution and registration of an Agreement for sale.

True copy of the letters dated 03.02.2025 and 11.02.2025 addressed to the Applicants is annexed herewith and marked as **Annexure R - 5 (Colly)**.

21. Thereafter, on 28.02.2025, Respondent No. 7 issued a Demand Letter, followed by first reminder dated 19.03.2025, calling upon the Applicants to make payment of the instalments in accordance with the opted payment plan and to complete the necessary formalities for execution and registration of Agreement for sale within stipulated period,

for confirmation of their interest in the commercial built-up unit in Project in question of Respondent No. 7. However, no further payment was received by Respondent No. 7 from the Applicants towards confirmation of their interest, nor was there any action initiated by the Applicants for execution and registration of Agreement for sale. The aforesaid conduct clearly indicated the Applicants' lack of interest in proceeding with the reservation of the commercial built-up unit in the Project in question.

True copy of the Demand letter dated 28.02.2025 and Reminder – 1 dated 19.03.2025 addressed to the Applicants is annexed herewith and marked as **Annexure R - 6 (Colly)**.

22. In the event of non-receipt of payment from the Applicants within the stipulated time and their failure to execute and register the Agreement for sale upon completion of requisite formalities, Respondent No. 7 was compelled to cancel the Applicant's EOI for reservation of commercial-built up unit *vide* letter dated 26.03.2025. Subsequently, on 27.03.2025, Respondent No. 7 refunded the entire amount of INR 3,00,000/- (Rupees Three Lacs Only) paid by Applicant

towards reservation of commercial built-up unit in the Project in question of Respondent No. 7.

True copy of the cancellation letter dated 26.03.2025, along with the proof of refund of INR 3,00,000/- to the Applicants is annexed herewith and marked as **Annexure R – 7 (Colly)**.

23. Pertinently, the cancellation of the unit in the project in question was well-within the knowledge of the Applicants, as is unequivocally established by their email dated 07.05.2025 addressed to the answering Respondents, wherein they sought a review of the said cancellation. The contents of the said email dated 07.05.2025 leave no manner of doubt that present Application is a retaliatory measure adopted by the Applicants in an attempt to arm-twist and coerce the answering Respondents into reconsidering the cancellation of their booking. In response to the aforesaid email, the answering Respondents *vide* email dated 04.06.2025 once again informed the Applicants that, despite repeated reminders and demand letters, they had failed to make the balance payment and that execution and registration of Agreement is a mandatory requirement.

True copy of the email of the Applicants dated 07.05.2025 and 04.06.2025 is annexed herewith and marked as **Annexure R – 8 (Colly)**.

24. The answering Respondents submit that the Applicants have deliberately misrepresented themselves as "allottees" in the project before this Hon'ble Tribunal, when in fact, they are merely disgruntled individuals whose EOI was rightfully cancelled due to their own default. The Applicants have sought to cloak this personal grievance in the garb of environmental concerns solely to invoke the jurisdiction of this Hon'ble Tribunal.

25. In view of the foregoing, the answering Respondents submits that the Applicants have no *locus standi* to maintain the present proceedings, as they possess no subsisting rights, interest, or legal connection with the project in question of Respondent No. 7. The present Application is a blatant attempt to misuse the environmental jurisdiction of this Hon'ble Tribunal to pursue a personal vendetta arising from a commercial dispute. The real dispute pertains to the cancellation of a commercial booking – an issue wholly

beyond the jurisdiction of this Hon'ble Tribunal. Moreover, entertaining such applications would open floodgates for every disgruntled customer/defaulters to approach this Hon'ble Tribunal under the pretext of environmental concerns.

26. The Answering Respondent has been granted sanction/approval from DDA for Good for Construction Drawings (GFC) of architectural design proposal/layout plan and building plans of the said Project *vide* Memo No. F1(7)/SA/Sports/HUPW/DDA/Pt-1/66 dated 26.04.2024.

DEEMED ENVIRONMENTAL CLEARANCE FOR THE PROJECT OF RESPONDENT NO. 7 IN ACCORDANCE WITH CLAUSE 8(iii) OF ENVIRONMENTAL IMPACT ASSESSMENT NOTIFICATION, 2006

27. The State Environmental Impact Assessment Authority, Delhi (hereinafter, '**SEIAA**') constituted under the Environment Impact Assessment Notification, 2006 (hereinafter, '**EIA Notification 2006**'), was established pursuant to Notification dated 06.09.2021 issued by Ministry of Environment & Forest & Climate Change (hereinafter, '**MOEF&CC**') under Section 3(3) of

Environment Protection Act, 1986. The decision to grant or refuse Environmental Clearance (hereinafter, '**EC**') is taken by SEIAA on the recommendations of State-level Expert Appraisal Committee constituted for National Capital Territory of Delhi. In terms of paragraph 9 of the said Notification, the Government of NCT of Delhi has notified Delhi Pollution Control Committee as Secretariat for SEIAA and SEAC, responsible for providing all financial, logistic support and facilities in respect of all the statutory functions of the above-mentioned authorities. The tenure of SEIAA and SEAC expired on 05.09.2024, and no subsequent notification has been issued by the Government of India. Consequently, from 06.09.2024 onwards, applications for grant of EC pertaining to the National Capital Territory of Delhi, which would ordinarily fall within the jurisdiction of SEIAA and SEAC, are being considered and decided by the MOEF&CC

28. As a part of the statutory approval process, on 05.10.2023, Respondent No. 7 applied for grant of EC for the Project in question under B1 Category (Townships and Area

Development Projects) with SEIAA in accordance with the provisions of EIA Notification 2006.

True copy of the Application dated 05.10.2023 submitted by the Respondent No. 7 for grant of Environmental Clearance is annexed herewith and marked as **Annexure R – 9**.

29. On 27.10.2023, the application of Respondent No.7 for grant of EC was considered by the State Level Expert Appraisal Committee, Delhi of SEIAA, Delhi (hereinafter, '**SEAC**') in the 136th meeting, wherein it recommended issuance of Terms of Reference (hereinafter, '**TOR**') to Respondent No.7.

True copy of the minutes of 136th meeting of the State Level Expert Appraisal Committee, Delhi held on 27.10.2023 is annexed herewith and marked as **Annexure R – 10**.

30. Based on the aforesaid recommendations, the project of Respondent No.7 was granted TOR by SEIAA, Delhi *vide* Letter dated 03.01.2024 bearing No. F. No. DPCC/SEIAA-IV/C-464(ToR)/DL/2023/1822-1825.

True copy of the Terms of Reference dated 03.01.2024 issued by State Environment Impact Assessment Authority is annexed herewith and marked as **Annexure R – 11**.

31. However, no final decision could be taken by SEIAA, Delhi on the application for grant of EC of Respondent No. 7, and accordingly the project was once again recommended for grant of EC by the SEAC in its 141st meeting held on 07.03.2024.

True copy of the minutes of 141st meeting of the State Level Expert Appraisal Committee, Delhi held on 07.03.2024 is annexed herewith and marked as **Annexure R – 12**.

32. Owing to the non-availability and absence of one of the members of SEIAA, Delhi the requisite meetings of SEIAA could not be convened. Admittedly, no final decision on the EC application of Respondent No. 7 was conveyed by SEIAA within the statutory period of 105 days from the date of recommendation by SEAC as prescribed under Clause 8(i) of the EIA Notification 2006. Copy of the EIA Notification, 2006 has already been annexed with the Original Application and marked as Annexure A – 1.

33. In this regard, it is submitted that Clause 8(iii) of EIA Notification, 2006, categorically stipulates that in case the regulatory authority (SEIAA) fails to convey its decision on

the EC application within the prescribed time period, the Project Proponent can proceed on the basis that the EC has been deemed to be granted by the authority in terms of the recommendations of the Expert Appraisal Committee. Therefore, in view of the admitted failure of SEIAA to decide the Respondent No. 7's EC application within the stipulated 105 days, Respondent No. 7 has the benefit of a deemed EC as per the recommendations of SEAC under Clause 8(iii) of EIA Notification, 2006.

34. EC application of Respondent No. 7 was however transferred to the MOEF&CC for consideration. The Expert Appraisal Committee, MOEF&CC, Delhi recommended for grant of EC *vide* the minutes of its 131st meeting dated 10.10.2024. Copy of the 131st meeting of Expert Appraisal Committee, Ministry of Environment & Forest & Climate Change, Delhi held on 10.10.2024 is already annexed with the O.A. 137 of 2025 and marked as Annexure A – 11.

35. In the intervening period, Respondent No. 7 applied for other requisite statutory permissions and sanctions from other Statutory Authorities, that are required for the project in

question, including but not limited to, the Forest Department, Delhi Fire Services, Airport Authority of India, Delhi Jal Board and BSES Rajdhani Power Limited, and has also obtained the requisite consent/sanction/approval from most of the said authorities.

36. It is pertinent to mention here that since the date of award of Project by DDA in favour of Respondent No. 8 on 19.05.2022 and execution of Concession Agreement dated 18.07.2022 in favour of the Respondent No. 7, the Respondent No. 7 has made all endeavors to obtain approvals/sanctions from the concerned authorities for the development and implementation of the Project so that construction of the Project could be completed as per terms of the Concession Agreement. However, the Environment Clearance of the Project was stuck as the tenure of SEIAA came to an end. It is to be noted that Respondent No. 7 is required to complete the construction of the Mandatory Facilities in the Project within a period of thirty-six (36) months from the Appointed Date (08.07.2024), in terms of Clause 6 of Schedule G of the Concession Agreement. At the

cost of repetition, it is submitted that under the terms of the Concession Agreement, in case Respondent No. 7 fails to complete the construction of the Mandatory Facilities/Project within the prescribed time, Respondent No. 7 is liable to pay damages to the Respondent No. 5 for each day of delay.

37. It is submitted that Respondent No. 7 applied for project registration under the Real Estate (Regulation and Development) Act, 2016, and *vide* its letter dated 21.06.2024 the Authority granted Provisional Registration to Respondent No. 7, which was valid for 45 days. The validity of the Provisional Registration was extended by the Authority on an application by Respondent No. 7 initially till 04.08.2024.

38. The Respondent No. 7 filed an Appeal bearing No. 147/REAT/2024 before the Real Estate Appellate Tribunal, NCT of Delhi & UT of Chandigarh (hereinafter, '**REAT Delhi**'), for grant of extension of Provisional Registration owing to deemed EC granted to the project of Respondent No. 7 in accordance with Clause 8 (iii) of the EIA Notification, 2006.

39. The REAT Delhi *vide* its Order dated 06.09.2024, categorically recorded that “on behalf of the Counsel for SEIAA, Delhi herein, that in terms of Clause 8 sub clause (iii) of Notification dated 14.09.2006 issued by the Ministry of Environment and Forests, published in the Gazette of India, Extraordinary, Part-II, the Applicant is entitled to claim deemed environment clearance by SEIAA and that SEIAA have no objection if the Provisional Registration of the Petitioner was extended in view of the deemed approval granted by the SIEAA in terms of sub-clause (iii) of Clause 8 of EIA Notification, 2006”. Relying on the aforesaid statement, the REAT Delhi directed extension of Provisional Registration of the project of Respondent No. 7 till 30.09.2024 with further directions to RERA Authority to take a decision on regularisation of the provisional registration of Respondent No. 7.

True copy of the Order dated 06.09.2024 in Appeal No. 147/REAT/2024 passed by the Real Estate Appellate Tribunal, Delhi is annexed herewith and marked as **Annexure R – 13.**

40. Therefore, in view of the above, it is clear that the Answering Respondent has deemed EC.
41. The aforesaid Provisional Registration was also extended from time to time, up to 29.11.2024 and on 29.11.2024, the RERA Authority gave one last opportunity to Respondent No. 7 to submit the EC Certificate and extended Provisional Registration till 18.12.2024.
42. Thereafter, Respondent No. 7 filed another Appeal bearing No. 173/REAT/2024 before REAT Delhi thereby seeking regularization of Provisional Registration granted to the project of Respondent No. 7. The REAT Delhi *vide* its final order dated 19.03.2025, directed the RERA Authority to register the project of Respondent No. 7 thereby granting 45 days to Respondent No. 7 to furnish a certificate from the concerned Pollution Control Authority, i.e. the Respondent No. 3 herein, and further directed that Respondent No. 7 shall not commence any construction activity without receiving approval from Pollution Control Authority (Respondent No. 3 herein).

True copy of the final order dated 19.03.2025 passed by the Real Estate Appellate Authority, NCT of Delhi in Appeal No. 173/REAT/2024 is annexed herewith and marked as **Annexure R – 14.**

43. Notably, the fact that Respondent No. 7 has deemed EC in accordance with Clause 8 (iii) of the EIA Notification, 2006 is categorically submitted by SEIAA before the REAT Delhi in the aforesaid appeals, hence is an admitted position.
44. Consequently, the project of Respondent No. 7 has been granted registration under Section 5 of Real Estate (Regulation and Development) Act, 2016 bearing Registration No. DLRERA2024P0003 *vide* Registration Certificate dated 07.04.2025 issued by the RERA, NCT of Delhi which is valid till 31.03.2029, with the condition that Respondent No. 7 shall obtain Pollution Clearance within 45 days and shall not commence construction of the Project without obtaining Pollution Clearance from the regulatory authority.

True copy of the Registration Certificate dated 07.04.2025 issued by RERA, NCT of Delhi is annexed herewith and marked as **Annexure R – 15**.

**CONSENT TO ESTABLISH GRANTED TO THE PROJECT
OF RESPONDENT NO. 7 BY THE DELHI POLLUTION
CONTROL COMMITTEE**

45. Insofar as Consent to Establish (hereinafter, '**CTE**) is concerned, on 06.07.2024, Respondent No. 7 submitted a Common Application bearing No. 11349755 for CTE under Sections 25 & 26 of Water (Prevention and Control of Pollution) Act, 1974 and Section 21 of Air (Prevention and Control of Pollution) Act, 1981 for the project in question with Respondent No. 3.
46. On 29.07.2024, Respondent No. 3 raised certain queries online in the application submitted by Respondent No. 7 for grant of CTE with respect to the submission of EC by Respondent No. 7. In response thereto, *vide* a letter dated 19.09.2024, a detailed explanation was provided by Respondent No. 7 stating that since the application for grant of EC of Respondent No. 7 is pending for several months, the

Respondent No. 7 has a deemed EC in terms of Clause 8 (iii) of EIA Notification, 2006.

True copy of Letter dated 19.09.2024 sent by the Respondent No. 7 to the Respondent No. 3 is annexed herewith and marked as **Annexure R – 16**.

47. The Respondent No. 7 thereafter sent reminders to the Respondent No. 3 for expeditious grant of CTE, and lastly sent a reminder on 14.05.2025 in relation to the Application for CTE bearing No. 11349755 dated 06.07.2024.

48. Consequently, on 22.07.2025, the Respondent No. 3 has granted CTE to the project of Respondent No. 7 having validity from 09.07.2024 to 08.07.2027. Hence, the Respondent No. 7 has a valid and subsisting CTE for the Project.

True copy of the Consent to Establish granted to the Respondent No. 7 on 22.07.2025 *vide* Certificate No. G-49582 is annexed herewith and marked as **Annexure R – 17**.

NO ILLEGAL FELLING OF TREES AT THE PROJECT IN QUESTION

49. With respect to the allegations regarding illegal felling of trees at the project in question, it is submitted that Respondent No. 7 has not undertaken any tree cutting whatsoever till date. On 21.11.2024/ 28.02.2025, the Respondent No. 7 submitted an application bearing No. 24894 for obtaining permission for tree felling permission in accordance with Delhi Preservation of Trees Act, 1994, which is pending consideration. As per the survey conducted at the project site, a total of 2,266 trees have been enumerated, out of which:

- (i) 1,769 trees are under the category of cutting (1761 Kikar trees and 8 dry trees)
- (ii) 266 trees are proposed for transplantation
- (iii) 231 trees are retained at Project site

50. The answering Respondents submit that some of the branches of Kikar trees fell and sustained damaged as a consequence of heavy rain, strong winds/storm and bad weather conditions. The Respondent No. 7 had duly informed the Forest Department forthwith regarding such falling of trees.

51. It is imperative to mention here that all the trees proposed to be felled comprise either invasive exotic species, namely Kikar and Subabul, or are dry and/or dead trees. The Kikar trees, by reason of its invasive character, poses a significant threat to the environment, inasmuch as it adversely affects native biodiversity.
52. The Respondent No. 7 vide letter dated 12.08.2025 requested the Deputy Conservator of Forest, Government of NCT of Delhi, to issue a No Objection Certificate (NOC) to facilitate the execution of compensatory plantation at the allocated sites, in compliance with the Standard Operating Procedure and relevant statutory requirements. Pursuant to the statutory provisions set forth in the Delhi Preservation of Tree Act, 1994, it is mandated that compensatory plantation be conducted at a ratio of 1:10 for both the tree cutting and transplantation thereof. In this regard, Respondent No. 7 is obligated to undertake the transplantation of 17,690 trees against cutting of 1,769 Kikar trees, as well as 2,660 trees in compensation for the transplantation of 266 native trees at Project site. Consequently, a total of 20,350 trees are

required to be planted in compliance with the Compensatory Plantation requirements.

True copy of the Letter dated 12.08.2025 issued to Deputy Conservator of Forest, Government of NCT of Delhi is annexed herewith and marked as **Annexure R – 18**.

53. The answering Respondent submits that as of the year 2018, there existed only a few trees at the Project site. The Kikar trees subsequently grew at the Project site after the year 2018. Further, the green area within the Project site has progressively increased during the period from 2018 to 2025.

54. Further, while undertaking the counting and numbering of trees at the Project site, the concerned Tree department has erroneously marked the branches of certain trees as separate trees, thereby inflating the total count of trees at the Project site. In fact, the actual number of trees at the Project site is considerably lesser than the number reflected. True copy of the Photographs of the trees at the project in question is annexed herewith and marked as **Annexure R – 19 (Colly)**.

55. It is submitted that Respondent No. 7 undertakes to strictly comply with all the conditions that may be imposed by the Forest Department while granting approval for tree felling, including carrying out any compensatory afforestation in accordance with the applicable guidelines.

**APPLICABILITY OF OFFICE MEMORANDUM DATED
29.03.2022**

56. With respect to the Office Memorandum (hereinafter, 'OM') dated 29.03.2022 issued by MoEF&CC, it is submitted that the same is squarely applicable in the present case. The answering Respondent has a right and duty to protect the land which has been provided by the DDA for construction of the stadium and allied activities project.

57. It is submitted that the Respondent No. 7 has not constructed any permanent structure at the Project site. The Respondent No. 7 is undertaking marketing, advertising and sale of the saleable units in the Project in question. For the purpose of attending to prospective purchasers, visitors, and real estate agents visiting the Project site, Respondent No. 7 required a Marketing office therein. Accordingly, a temporary

structure in nature, functioning as a sales gallery and refuge area, was set up at the site exclusively for marketing purposes, without felling any trees and after duly intimating DDA, which is the competent authority for granting sanctions/approvals for the Project. Further, the said temporary structure will be dismantled by the Promoter and may be relocated to an alternative location during the course of the Project's development.

58. Additionally, the Respondent No. 7 already has the benefit of a deemed EC under Clause 8(iii) of EIA Notification, 2006 as well as CTE from the DPCC.
59. In addition to the above, it is submitted that Respondent No. 7 has already applied for and/or obtained all requisite permissions that are required for development of the project in question.
60. It is further submitted that the present Application has been filed by the Applicants with oblique motives to somehow stall and disrupt the project in question of Respondent No. 7. The said Application is nothing but an attempt by the Applicants

to extract unjust benefits while pursuing their personal vendetta, arising out of the cancellation of their Expression of Interest for reservation of commercial built-up unit in the Project in question of Respondent No. 7. The Applicants' conduct of filing a misconceived Application on frivolous grounds, while wilfully misrepresenting before this Hon'ble Tribunal that they are allottees in the project in question and further suppressing the material fact of deemed EC and other statutory approvals granted to the Project of Respondent No. 7, amply demonstrates their *malafides*.

61. Each day of delay in construction of the project is causing grave prejudice and irreparable loss to the Respondent No. 7. At the cost of repetition, it is submitted that under the terms of the Concession Agreement, in case Respondent No. 7 fails to complete the construction of the Mandatory Facilities/project within the prescribed time, Respondent No. 7 is liable to pay damages to the Respondent No. 5 for each day of delay. More so, the present project is of national importance since it has state of the art infrastructure and multiple stadiums as a part of the larger project. The

answering Respondent reserves its right to initiate appropriate proceedings against the Applicants for the losses suffered as a result of initiation of proceedings against the project.

62. The answering Respondents submit that by way of Order dated 05.05.2025, this Hon'ble Tribunal has directed that there must be no illegal felling of trees and illegal construction. Since, the answering Respondents have obtained CTE, post deemed EC, the construction/excavation being carried out in tree free zones of the Project identified and earmarked by the Respondent No. 7 does not violate the said Interim Order. Without prejudice, answering Respondents submit that while carrying out construction/excavation in tree free zones of the Project, no trees will be cut, removed or otherwise impacted by the Applicants, a clear buffer zone of 10*10 sq. mts. will be maintained around all existing trees to prevent any physical damage during the course of development. Be that as it may, the answering Respondents by way of abundant caution, are moving a

separate application for vacation of Interim Order dated 05.05.2025.

63. Without prejudice to the above, it is submitted that Respondent No. 7 has acted within the four corners of law. All constructions and project related works done till date are strictly in accordance with the deemed EC available to Respondent No. 7 under Clause 8(iii) of EIA Notification, 2006 and/or the other statutory approvals obtained from time to time. The Respondent No. 7 has scrupulously adhered to all the applicable environmental regulations and norms in the development of the Project in question. Hence, the allegations levelled by the Applicants regarding purported illegal constructions, excavations, tree felling etc. without EC are completely baseless and are liable to be rejected outright.

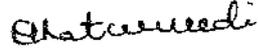
PRAYER

In light of the above facts and circumstances, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to

- a. Dismiss the present Original Application filed by the Applicants; and/or

Pass any other order(s) or direction(s) as it may deem fit and proper in the facts and circumstances of the present case.

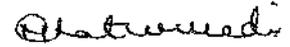
For Worldatrest Sports Center Limited



Authorized Signatory/Director

Respondent No. 7

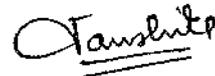
For GYMME LIMITED



Authorized Signatory

Respondent No.8

THROUGH



VSA LEGAL

Counsels for the Respondent Nos. 7 & 8

32, Ground Floor, Uday Park,

South Extension Part – II,

New Delhi – 110049

Email: office@vsalegal.in

Mob: +91-9953309080

New Delhi

Date: 18, 08, 2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 137 OF 2025**

IN THE MATTER OF:

Renu Bala & Anr.

...Applicants

Versus

Union of India & Ors.

...Respondents

AFFIDAVIT

I, Ms. Neha Chaturvedi, D/o P.K. Chaturvedi, aged about 35 years, the Authorised Representative of the Respondent No. 7, having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi – 110019, do hereby solemnly affirm, state and declare as under:

1. That I am the Authorised Representative of the Respondent No. 7 Company in the above captioned case, and I am well conversant with the facts and circumstances of the instant case on the basis of the official records, and therefore, am competent to depose upon the present affidavit.
2. I state that the contents of the accompanying Reply have been drafted by my counsel under my instructions, and that I have read and understood the contents thereof, and the same are true and correct to the best of my knowledge and belief and as per the official records.



3. That no part of the accompanying Reply is false and nothing material has been concealed therefrom.

4. I state that the annexures filed along with the accompanying Reply are true copies of their originals.

For Worldnet Sports Center Limited

Shatwemedi

Authorized Signatory/Director

DEPONENT

VERIFICATION

Verified that the contents of the foregoing affidavit are true and correct to the best of knowledge and belief and as per the official records. Nothing stated therein is false and nothing material has been concealed therefrom.

1 8 AUG 2025

Verified at New Delhi on this the ____ day of _____, 2025. For Worldnet Sports Center Limited

Shatwemedi

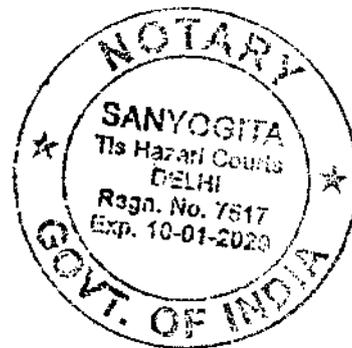
Authorized Signatory/Director

DEPONENT

ATTESTED

[Signature]

NOTARY PUBLIC DELHI



1 8 AUG 2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 137 OF 2025**

IN THE MATTER OF:

Renu Bala & Anr.

...Applicants

Versus

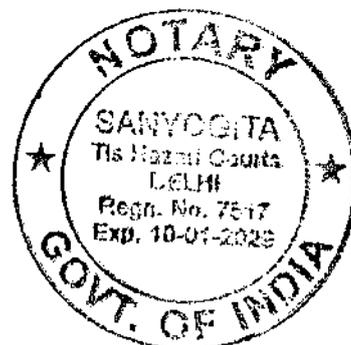
Union of India & Ors.

...Respondents

AFFIDAVIT

I, Ms. Neha Chaturvedi, D/o P.K. Chaturvedi, aged about 35 years, the Authorised Representative of the Respondent No. 8, having its registered office at 7, Local Shopping Centre, Kalkaji, New Delhi – 110019, do hereby solemnly affirm, state and declare as under:

1. That I am the Authorised Representative of the Respondent No. 8 Company in the above captioned case, and I am well conversant with the facts and circumstances of the instant case on the basis of the official records, and therefore, am competent to depose upon the present affidavit.
2. I state that the contents of the accompanying Reply have been drafted by my counsel under my instructions, and that I have read and understood the contents thereof, and the same are true and correct to the best of my knowledge and belief and as per the official records.



3. That no part of the accompanying Reply is false and nothing material has been concealed therefrom.

4. I state that the annexures filed along with the accompanying Reply are true copies of their originals.

For OMAXE LIMITED

Atanand Authorized Signatory

Authorized Signatory **DEPONENT**

VERIFICATION

Verified that the contents of the foregoing affidavit are true and correct to the best of knowledge and belief and as per the official records. Nothing stated therein is false and nothing material has been concealed therefrom.

Verified at New Delhi on this the 18 day of AUG 2025 For OMAXE LIMITED

Atanand

Authorized Signatory

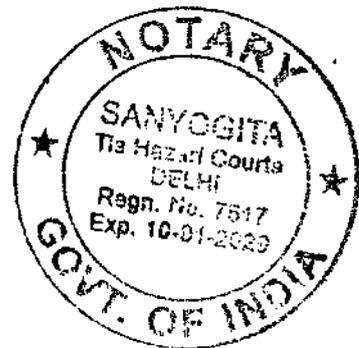
DEPONENT

ATTESTED

[Signature]

NOTARY PUBLIC DELHI

18 AUG 2025



WORLDSTREET SPORTS CENTER LIMITED

50

Registered Office: 10, Local Shopping Centre, Kalkaji, New Delhi-110019

CIN: U70109DL2022PLC399496

Email id: secretarial_1@omax.com, PH No-011-41893100

Annexure R-1

REF. NO.: 429/003/050425

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON THE 5TH DAY OF APRIL, 2025 AT 10 LOCAL SHOPPING CENTRE, KALKAJI, NEW DELHI-110019

RESOLVED THAT the approval of Board, be and is, hereby accorded to initiate legal proceedings and/or to take all suitable legal, both civil and/or criminal actions before the **Hon'ble High Court of Delhi at New Delhi or National Green Tribunal, Delhi/ Any other Competent Court/ Authority**, in the matter titled as "**Renu Bala vs. MoEF&CC & Ors**".

RESOLVED FURTHER THAT Ms. Neha Chaturvedi D/o P K Chaturvedi and/ or Mr. Pavan Agrawal S/o Late Shri M.M. Agrawal, be and are hereby jointly and/or severally authorized to file Complaint, Civil Suit, Appeal, Writ Petition, institute Revision, Execution Petition and to sign and verify all the applications and other pleadings including appeal(s), affidavit(s), undertaking(s), revision(s), review(s), caveat(s) etc. and to file the same in the Court/ other competent authority, to deposit, claims, withdraw and receive documents from the Court/ Authority or from the opposite party, either in execution of the decree/ order or otherwise and to sign and deliver receipts and discharges for the same, to enter into settlement agreement, compromise deed etc. to make statements in the Court/ Authority, to appoint and remove advocates, to sign vakalatnama(s), authority letters or other documents, to plead and otherwise conduct the said case and to do and/or cause to be done all other lawful acts and things in respect of the said case as may be necessary from time to time.in this regard."

FURTHER RESOLVED THAT the aforesaid authorization shall be valid, for each of **Ms. Neha Chaturvedi and/ or Mr. Pavan Agrawal**, so long as they remain in the employment of the Company or its Holding, Subsidiary, Associate, or Group Company or any further modification or withdrawal, whichever is earlier."

For **WORLDSTREET SPORTS CENTER LIMITED**



Pankaj Karnatak

Director

DIN: 09279360

Date: 26/05/2025

Place: New Delhi

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE LEGAL COMMITTEE OF THE COMPANY HELD ON THE 01ST DAY OF AUGUST, 2024 AT 7, LSC, KALKAJI, NEW DELHI-110019.

"RESOLVED THAT in supersession of the earlier resolutions passed by the committee of the company be and is hereby accord to Mr. Pankaj Karnatak S/o Late Shri V.D. Karnatak and/ or Mr. Digamber Dutt Sharma S/o Shri Keshav Dutt and/ or Ms. Neha Chaturvedi D/o Shri P.K. Chaturvedi and/ or Mr. Pavan Agrawal S/o Late Shri M.M. Agrawal and/ or Mr. Vipin Singh S/o Late Shri B. Singh and/ or Mr. Parveen Kumar S/o Shri Amar Singh and/ or Mr. Parikshith Sharma S/o Shri Sharat Sharma and/ or Ms. Shikha Sharma D/o Shri Ramesh Chand, Authorized representative of the Company, to represent the company before the **Any District Civil Court/ Criminal/ Sessions Court(s)/ Hon'ble High Court of Delhi at New Delhi/ Hon'ble Supreme Court of India, New Delhi/ Any Arbitration Proceedings/ Debts Recovery Tribunal (D.R.T.)/ Labour Court(s)/ Labour Commissioner/ Lok Adalat/ Mediation Cell/ National Company Law Tribunal (N.C.L.T.)/ RERA/ Law Enforcement Agency/ Police Station, Delhi/ Economic Offences Wing (EOW), Delhi/ Any Government Authority, New Delhi** for various legal matters/ Complaints by/ Against the company and to sign, execute, certify, submit register, amend and re-submit various documents, papers, submissions, applications, petitions, Complaints, certificates, re-joinders, objections, written statements, applications, representations, caveats, affidavits, appeal, review, revisions, undertakings, and to give statement in this regard and to file the same in the above referred Court/ Tribunal/ Authority, to deposit, withdraw and receive documents from the opposite party, either in execution of the decree or otherwise and to sign and deliver for us proper receipts and discharges for the same, to enter into settlement agreement/ compromise deed etc. to make statements in the above referred Court/ Tribunal/ Authority, to appoint and remove advocates, to sign Vakalatnama/ authority letter or other documents and to plead and otherwise conduct the said case.

RESOLVED FURTHER THAT Mr. Pankaj Karnatak S/o Late Shri V.D. Karnatak and/ or Mr. Digamber Dutt Sharma S/o Shri Keshav Dutt and/ or Ms. Neha Chaturvedi D/o Shri P.K. Chaturvedi and/ or Mr. Pavan Agrawal S/o Late Shri M.M. Agrawal and/ or Mr. Vipin Singh S/o Late Shri B. Singh and/ or Mr. Parveen Kumar S/o Shri Amar Singh and/ or Mr. Parikshith Sharma S/o Shri Sharat Sharma and/ or Ms. Shikha Sharma D/o Shri Ramesh Chand, Authorized Representative of the Company be severally authorized, for and on behalf of the Company, to appoint Legal counsel and/ or Legal Attorney to represent the Company, to compromise, to withdraw the proceedings and to do all such acts, deeds and things, as may be required in this regard in the best interest of the Company.

FURTHER RESOLVED THAT the aforesaid authorization and/ or this resolution shall be valid, in respect of each of Mr. Pankaj Karnatak and/ or Mr. Digamber Dutt Sharma and/ or Ms. Neha Chaturvedi and/ or Mr. Pavan Agrawal and/ or Mr. Vipin Singh and/ or Mr. Parveen Kumar and/ or Mr. Parikshith Sharma and/ or Ms. Shikha Sharma, till they are in the employment of the Company or 10 years, whichever is earlier."

**Certified True Copy
For Omaxe Limited**



**D B R Srikanta
Company Secretary**

Date: 25.06.2025

Place: New Delhi

"This is to inform that please make all correspondence with us on our **Corporate office** Address only"

OMAXE LIMITED

Corporate Office : 7, Local Shopping Centre, Kalkaji, New Delhi-110019.

Tel.: +91-11-41896680-85, 41893100

Regd. Office: Shop No. 19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon - 122 001, (Haryana)

Toll Free No. 18001020064, Website: www.omaxe.com, CIN: L74899HR1989PLC051918



Annexure R-3

REQUEST FOR PROPOSAL (RFP)

for

**Development of Integrated Multi-Sports Arena at Sector 19-B,
Dwarka, New Delhi on Design, Build, Finance, Operate and
Transfer (DBFOT) basis.**

VOLUME -II

DRAFT CONCESSION AGREEMENT

Additions Nil
Corrections..... Nil
Correction slips Nil
Over Writing . . . Nil
Deletions Nil

For Worldstreet Sports Center Limited

Concessionaire

Authorized Signatory

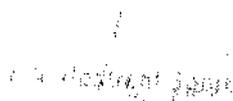
IR/Sports Dept-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION.....	10
2. SCOPE OF THE PROJECT	15
3. THE CONCESSION	16
4. CONDITIONS PRECEDENT	19
5. OBLIGATIONS OF THE CONCESSIONAIRE	22
6. OBLIGATIONS OF THE AUTHORITY.....	30
7. REPRESENTATIONS AND WARRANTIES	32
8. DISCLAIMER	36
9. PERFORMANCE SECURITY	37
10. LICENCE AND ACCESS TO THE SITE	39
11. UTILITIES, ASSOCIATED ROADS AND TREES.....	42
12. CONSTRUCTION OF THE MANDATORY FACILITIES	44
13. MONITORING OF CONSTRUCTION	49
14. COMPLETION CERTIFICATE.....	52
15. ENTRY INTO COMMERCIAL SERVICE.....	55
16. CHANGE OF SCOPE	56
17. OPERATION AND MAINTENANCE	59
18. SAFETY REQUIREMENTS.....	65
19. MONITORING OF OPERATION AND MAINTENANCE	66
20. INDEPENDENT ENGINEER	68
21. FINANCIAL CLOSE	70
22. CONSIDERATION	71
23. USER FEE.....	73
24. ESCROW ACCOUNT.....	75
25. INSURANCE.....	78
26. ACCOUNTS AND AUDIT	81
27. FORCE MAJEURE.....	83
28. COMPENSATION FOR BREACH OF AGREEMENT.....	91
29. SUSPENSION OF CONCESSIONAIRE'S RIGHTS.....	93

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil


 Director, Delhi Development Authority
 Delhi


 Officer-in-Charge
 Delhi

30.	TERMINATION	95
31.	DIVESTMENT OF RIGHTS AND INTERESTS	101
32.	DEFECT LIABILITY	104
33.	ASSIGNMENT AND CHARGES	105
34.	CHANGE IN LAW	107
35.	LIABILITY AND INDEMNITY	109
36.	RIGHTS AND TITLE OVER THE SITE	113
37.	DISPUTE RESOLUTION	115
38.	DISCLOSURE	116
39.	REDRESSAL OF PUBLIC GREVIANCES	117
40.	MISCELLANEOUS	118
41.	DEFINITIONS	123
42.	SCHEDULES	140
	Schedule A – Site of the Project	140
	Schedule B – Scope of the Project	142
	Schedule C – Project Facilities for Mandatory Facilities	143
	Schedule D – Specifications and Standards for Mandatory Facilities	144
43.	Design Requirements	145
	Seating Bowl (Cricket/Football, Outdoor, Indoor & Swimming)	145
	Architectural Design Objectives	147
	Roof Design (Indoor Sports Facility & Outdoor Stadiums)	148
	Roof Services and Roof Access (Indoor Sports Facility & Outdoor Stadiums)	148
	Façade Design (Outdoor Stadiums)	149
	Façade Design (Indoor Sports Facility)	149
	Environmental / ESD Requirements	149
44.	Site Requirements	149
45.	Field of Play	150
	Cricket Ground	150
46.	SPECTATOR FACILITIES	153
	Capacity (Indoor Sports Facility & Outdoor Stadiums)	153
	a. Public Toilet facilities (Indoor Sports Facility & Outdoor Stadiums)	155
	b. Corporate & VIP Toilets (Indoor Sports Facility & Outdoor Stadiums)	156
	c. Merchandising outlets (Indoor Sports Facility & Outdoor Stadiums)	157

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions..... NIL

For Worldsteel Sports Center Limited

Concessionaire

Authorised Signatory

CL/Sports User 1

DFHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

d. Public first aid rooms (Indoor Sports Facility & Outdoor Stadiums).....	157
e. Signage/graphics (Indoor Sports Facility & Outdoor Stadiums).....	157
f. Match Day Public Information Office (Indoor Sports Facility & Outdoor Stadiums).....	158
g. Ticketing Windows (Indoor Sports Facility & Outdoor Stadiums)	158
h. Public Telephones (Indoor Sports Facility & Outdoor Stadiums)	158
i. Banking ATM Facilities (Indoor Sports Facility & Outdoor Stadiums).....	158
j. TV Monitors (Indoor Sports Facility & Outdoor Stadiums).....	158
47. FOOD AND BEVERAGE CATERING REQUIREMENTS (Outdoor & Indoor Stadium)160	
Food and Beverage Service	160
Catering Support	161
Catering Staff Facilities	162
48. ENTRANCES AND CIRCULATION (Indoor Sports Facility & Outdoor Stadiums).....	163
Entrances / Ticketing & Ticket Booths	163
Access and Egress	164
Concourses	164
Passenger Lifts	166
Service Elevators.....	166
Stairways and Ramps	166
Field Entrances.....	166
49. TEAM FACILITIES (Indoor Sports Facility & Outdoor Stadiums).....	167
Teams Changing Rooms -- Cricket /Football (2 Nos), Outdoor Sports(2 nos), Indoor Sports (2 nos), Swimming Pool (2 nos).....	167
Umpire Changing Rooms (Cricket Stadium only).....	168
First Aid	168
Drug Testing Room (Cricket Stadium only).....	169
Player's Lounge and Family Room (Cricket Stadium only).....	169
Entrance Lobby and Hall of Fame (Cricket Stadium only).....	170
Player's Benches (Cricket Stadium only).....	170
50. PRESS FACILITIES (Outdoor Stadiums).....	171
Media Access	171
Written Press Box.....	171
Media Facility -- Lounge	171
Toilets.....	172
Player Interview/Conference Room.....	172

Addition Nil
 Correction Nil
 Correction Slip Nil
 Over/short Nil
 Deleted Nil

For Newstead Sports Centre Limited

Centre Manager

Authorised Signatory

CC/Signer

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Interview Areas at Pitch Level.....	172
51. BROADCAST FACILITIES (Cricket Stadium)	173
Television Broadcasting Box	173
Radio Broadcaster Booths	173
Third Umpire Room	174
Production Control Room	174
Camera Platforms	174
k. Television Outside Broadcast Vehicle	175
Cabling/Service Provisions	176
52. SPORTS COMPLEX OPERATIONS FACILITIES	177
Sports Complex Management	177
Security	177
Event Personnel	178
Storage	179
Groundskeeping	179
Janitorial	180
Maintenance	180
Loading Dock/Staging	181
Building Services	181
53. INDOOR SPORTS FACILITIES	183
Entrance Lobby	183
Auditorium	183
Library	183
Indoor Sports Hall	183
Table Tennis	183
Multipurpose Hall	183
Gymnasium & Fitness Centre	183
Locker Rooms	184
Children's Play Area	185
Offices	185
54. EXTERNAL FACILITIES	185
Field of Play	186
Scoreboard	186
Parking	186

Additions..... NIL
 Corrections..... NIL
 Correction slips..... NIL
 Over Writing..... NIL
 Omissions.....NIL

For Worldstreet Sports Center Limited
 (A P.V.C.)
 Concessionaire
 Authorized Signatory

LE/Sports Devn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Transport	186
Advertising	187
55. Reference for International Standards Football.....	187
56. INDOOR SPORTS FACILITIES	198
BADMINTON STADIUM - 4 Courts	198
TABLE TENNIS HALL - 9 Tables	201
FITNESS CENTRE.....	202
Schedule E – Applicable Permits and Development Permits	207
Schedule F – Performance Security	208
Schedule G – Project Completion Schedule for Mandatory Facilities	212
Schedule H – Detailed Project Report.....	215
Schedule I – Tests	216
Schedule J(a) – Completion Certificate	217
Schedule J(h) – Provisional Certificate	218
Schedule K – Maintenance Requirements for Mandatory Facilities.....	219
Schedule L – Safety Requirements	226
Schedule M – Selection of Independent Engineer	227
Schedule N – Terms of Reference for Independent Engineer	228
Schedule O – Escrow Agreement.....	236
Schedule P – Fee Notification for Pay and Play Facilities	251
Schedule Q – Vesting Certificate	254
Schedule R – Substitution Agreement.....	255

Addition Nil
 Corrections Nil
 Correction slip Nil
 Over Written Nil
 Deleted Nil

For World's Best Sports Center Limited

Concessionaire

Authorized Signatory

(C/Sports Deptt)

This Concession Agreement is entered into on 10th July 2022 ~~2021~~

BY AND BETWEEN

The Delhi Development Authority and having its principal office at Vikas Sadan, New Delhi (hereinafter referred to as the or "Authority" which expression, unless repugnant to the context or otherwise, shall include its successors and permitted assigns) of One Part;

AND

[Worldstreet Sports Center Limited] a company incorporated under the provisions of the Companies Act 2013, represented herein through [Mr. Rajneesh Pabbi], the authorized signatory, as authorized vide board resolution dated [15.04.2022] and having registered address office at [7 LSC Kaikaji, New Delhi] (hereinafter referred to as "Concessionaire" which expression, unless repugnant to the context or otherwise, shall include its successors and permitted assigns) of the Other Part.

(The Authority and Concessionaire are individually referred to as a "Party" and collectively as "Parties")

WHEREAS:

- A. In order to promote development of sports activities in the city of New Delhi through the creation of world-class sports infrastructure, the Authority has decided to develop an Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi consisting of inter-alia an Outdoor Stadium, an Indoor Stadium, a Sports Club and support commercial facilities (the "Project") on the land owned by the Authority,
- B. The Authority has resolved to undertake the Project with a private sector partner on design, build, finance, operate and transfer (the "DBFOT") basis on the land situated at Sector 19-B, Dwarka, New Delhi in accordance with the terms and conditions of this Agreement
- C. The Authority had prescribed the technical and commercial terms and conditions, and accordingly invited Bids from interested bidders as set out in the "Request for Proposal" or RFP dated [insert date] for award of Concession for undertaking this project.
- D. Subsequently, [Omaxe Limited] (Sole Bidder) or a Consortium of NA, NA and NA (insert names of the Lead Member and other Members) was selected by Authority as the 'Selected Bidder' vide the Letter of Award [F2(11)/Sports Divn-1/DDA/A/DWK/2022-23/86 dated 19.05.2022] (the "LOA") requiring inter alia, the execution of this Concession Agreement within [60] days of the date of issue thereof.

Accepted
Concessionaire
Concessionaire
Over Writing
Signature

For Worldstreet Sports Center Limited

Signature

Authorized Signatory

?

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- E. The Selected Bidder has, in accordance with the Bidding Documents and the LOA, promoted and incorporated the Concessionaire as a private limited liability company under the provisions of the Companies Act, 2013 and holds 100% of the paid-up and subscribed equity share capital of the Concessionaire, and the Selected Bidder has, by its letter [DEL/22/JUN/04/2229 dated 06.06.2022] requested Authority to accept the Concessionaire as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.
- F. By its letter [DEL/22/JUN/04/2229 dated 06.06.2022], the Concessionaire has also joined in the said request of Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA.
- G. The Authority has agreed to the said request of the Selected Bidder and the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on DBFOT basis. The Authority acknowledges that as on this day before the signing of this Agreement, the Concessionaire / Selected Bidder has submitted the following:
- a) an irrevocable and unconditional guarantee from a Bank for a sum equivalent to INR 10,50,00,000 (Rupees ten crore fifty lakh), in the form set forth in Schedule E, as Performance Security;
 - b) Certificate of Incorporation of the Concessionaire formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.
- H. The Concessionaire undertakes to pay to the Authority, Concession Premium subject to the terms and conditions set forth in this Agreement.
- I. The Concessionaire acknowledges and confirms that Authority, on the Agreement Date, has granted access to the site with the licence and authority to develop the Project in accordance with the terms and conditions of this Agreement.
- J. The Concessionaire acknowledges and confirms that it has undertaken an independent due diligence, audit of all aspects of the Project, including but not limited to technical and financial viability, legal framework, structure, demand for, growth and forecasts for Project Facilities in the region, and on the basis of its independent satisfaction hereby agrees to implement the Project at its own cost, risk and expense in accordance with the terms and conditions of this Agreement.

In light of compliance by the Selected Bidder/Concessionaire of pre-conditions, if any, to the execution of the Agreement, the Authority has agreed to enter into this Agreement vesting the rights for the

Authorities M.L.
Members M.L.
Development M.L.
D.A. Working M.L.
M.L.

Sri Worldstreet Sports Center Limited

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

implementation of the Project with the Concessionaire on the terms, conditions, and covenants hereinafter set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HEREBY AGREE AS FOLLOWS:

Additions..... Nil
Corrections..... Nil
Correction Slips..... Nil
Over Writing..... Nil
Deletions..... Nil

For Worldstreet Sports Center Limited
Concessionaire

Authorised Signatory

For Delhi Development Authority

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to the terms defined in the introduction and recitals of this Agreement, the capitalised words and expressions used in this Agreement shall have the meanings set out in Clause 41 of this Agreement, unless the context otherwise requires, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules:

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws, circulars or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, partnership, limited liability partnership, corporation, society, trust, any unincorporated association, government, state or agency of a state or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- (f) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words "includes" and "including" shall be construed without limitation;

- (g) references to "construction" or "building" include, unless the context otherwise requires, investigation, design, development of site, engineering, procurement, delivery, transportation, installation, processing, fabrication, equipping, establishment, testing, commissioning and other activities incidental to the construction and "construct" or "build" shall be construed accordingly;
- (h) references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "develop" shall be construed accordingly;
- (i) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (j) any reference to a day shall mean a reference to a calendar day;
- (k) any reference to INR or Rupees shall mean a reference to currency of India;
- (l) reference to a "business day" shall be construed as reference to a day (other than a Sunday) on which banks generally are open in New Delhi for the transaction of normal banking business;
- (m) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (n) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (o) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (p) words importing singular shall include plural and vice versa;
- (q) reference to any gender shall include the other and the neutral gender;
- (r) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

Additions..... Nil
Corrections..... Nil
Correction Slip..... Nil
Over Writing..... Nil
Deletions..... Nil

For Worldstreet Sports Center Limited

 Concessionaire
 Authorized Signatory

EE/Sports/Over 1


(aa) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, communication, information or report or determination shall be in writing under the hand of duly authorized representative of such Party.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/or the Independent Engineer shall be provided free of cost and in three (3) copies, and if the Authority and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two (2) copies thereof.

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

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

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements, clauses and schedules

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

- (a) this Agreement; and
- (b) all other agreements and documents forming part hereof or referred to herein

that is, the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

Additions..... NIL
Corrections . . . NIL
Correction slips...NIL
Over Writing . . . NIL
Deletions . . . NIL

For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

For Delhi Development Authority
Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- 1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - (c) between the Clauses of this Agreement and the RFP, the Clauses of this Agreement shall prevail;
 - (d) between any two Schedules, the Schedule relevant to the issue shall prevail;
 - (e) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
 - (f) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
 - (g) between any value written in numerals and that in words, the latter shall prevail.

2. SCOPE OF THE PROJECT

2.1 The Project shall be executed on the Site, which is described in Schedule A of this Agreement. The scope of the Project (the "Scope of the Project") shall mean and include, during the Concession Period:

- (a) to design, engineer, finance, procure and construct the Project on the Site together with provision of Project Facilities in conformity with the Specifications and Standards set forth in Schedule D and in accordance with the provision of this Agreement;
- (b) manage, market, operate and maintain the Project and the Project Facilities (and regulate the use thereof, in accordance with the provisions of this Agreement); and
- (c) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

Additions..... NIL
 Corrections..... Nil
 Correction slips...Nil
 Over Writing..... Nil
 Deletions..... Nil

For Worldstreet Sports Center Limited


 Concessionaire
 Authorized Signatory


 (L/Sports Divn.)

- 3.1.3 The Concessionaire shall, on the Transfer Date, transfer and hand over the Site along with the Project Facilities and Project Assets to the Authority or its nominated agency in accordance with the provisions hereof.
- 3.1.4 The Concessionaire is not authorised and shall not assign, transfer or sublet or part with or create any Encumbrances, on the whole or any part of the Site, save and except as expressly permitted under this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to create charge, for the purpose of raising financing, over its rights under this Agreement and to appoint Contractors. Further, upon achieving COD in accordance with Clause 15, the Authority shall, subject to and in accordance with this Agreement and Applicable Laws, grant lease rights to the Concessionaire in its favour by executing a Lease Deed with respect to the Commercial Facilities developed on the Site ("Leased Premises") to to exploit such development for commercial purposes in accordance with the term of this Agreement. The Lease Deed when executed shall provide the Concessionaire with the right to sub-lease or license any or all built-up property on the Leased Premises thereof, by means of a Sub-Lease Deed (as per format provided in Schedule U) to third party(ies), provided further that such sub-lessee or licensee shall further have the right to sub-lease or license built-up property therein to earn revenue, provided, however, that any such sub-license on the Site by sub-lessee of the Concessionaire, shall be valid for a maximum duration set out in clause 3.2.1 and any extension thereof.
- 3.1.5 The Concessionaire acknowledges, accepts and confirms that the covenant contained hereinabove are an essence of this Agreement.

3.2 Concession Period / Lease Period

- 3.2.1 The Concession Period shall commence from the Appointed Date and shall extend for a period of 30 (thirty) years, starting from the Appointed Date, for Mandatory Facilities (the "Concession Period") and 99 (ninety-nine) years, starting from Scheduled COD (including extensions therto), for Commercial Facilities (the "Lease Period") or the earlier termination of this Agreement in terms hereof and during which the Concessionaire is authorized to implement the Project and to operate the Project Facilities in accordance with the provisions hereof. For the avoidance of doubt, the Concession Period shall include the Construction Period.

- (a) In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination; the Lease Period shall be co-terminus with the Concession Period. All rights given under this Concession Agreement shall cease to have effect and the Site and the Project Assets shall revert to the Authority

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... Nil
 Deletions.....NIL

For Worldatlet Sports Center Limited

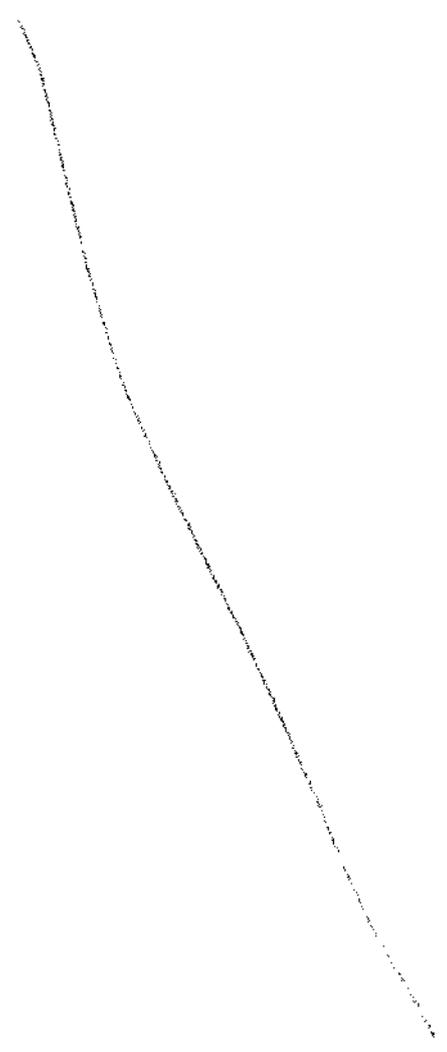
Concessionaire

Authorised Signatory

EE/Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (b) At the end of the Concession Period, all rights given under this Concession Agreement with respect to the Mandatory Facilities shall cease to have effect and the Mandatory Facilities along with related Project Assets shall revert to the Authority. The Commercial Facilities along shall continue under the possession of the Concessionaire till the end of the Lease Period.
- (c) At the end of the Lease Period, all rights under this Concession Agreement and Lease Agreement with respect to the Commercial Facilities and the Leased Premises shall cease to have effect and the Leased Premises shall revert to the Authority.



Additions..... Nil
 Corrections..... Nil
 Correction sheet..... Nil
 Over Writing..... Nil
 Deletions..... Nil

For Concessionaire: *[Signature]*
 Concessionaire

Authorised Signatory

CC/Supts Dwd 1

4. CONDITIONS PRECEDENT**4.1 Conditions Precedent**

4.1.1 Save and except as expressly provided in Clauses 4, 5, 6, 7, 8, 9, 10, 21, 27, 37 and 40, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent"). Provided however, a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 and 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be satisfied for the purposes of this Clause 4.1.1.

4.1.2 Conditions Precedent for the Authority

The Concessionaire may, at any time after forty five (45) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all the Conditions Precedent set forth in this Clause 4.1.2 within a period of thirty (30) days of the notice, or such longer period not exceeding an additional sixty (60) days and the Authority's Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled the following obligations:

- i. The Authority shall have made necessary changes to the MPD provisions (2021 and 2024) to enable development of 35,000 sq m of Commercial Facilities on the Site;
- ii. The Authority shall have, upon receiving its duly executed copy from the Concessionaire and compliance of all the terms thereunder respectively, which may be necessary for the execution thereof, caused the execution of the following agreements
 - a. Escrow Agreement in the form provided in Schedule O; and
 - b. Substitution Agreement in the form provided in Schedule R.

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

4.1.3 Conditions Precedent for the Concessionaire

The Conditions Precedent required to be satisfied by the Concessionaire shall be deemed to have been fulfilled upon achievement of the following within the corresponding time-periods.

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing NIL
 Deletions..... NIL

Far Worldstreet Sports Center Limited
 Concessionaire

EE/Sport: Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

(a) Condition Precedent 1 (CP 1)

Within 60 days from the date of this Agreement and before the Appointed Date, the Concessionaire shall have submitted the Master Plan for approval of the Independent Engineer and the Authority.

(b) Conditions Precedent 2 (CP 2)

Within 180 days from the date of this Agreement and before the Appointed Date the Concessionaire shall have:

- (i) executed and procured execution of the Escrow Agreement in Schedule O;
- (ii) executed and procured execution of the Substitution Agreement in Schedule R;
- (iii) executed the Financing Agreements and delivered to the Authority three (3) true copies thereof, duly attested by the Director of the Concessionaire;
- (iv) delivered to the Authority three (3) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with three (3) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and
- (v) delivered to the Authority a notice for fulfilment of the Conditions Precedent of the Authority as per Clause 4.1.2.

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

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

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

Additions..... Nil
Corrections..... Nil
Correction slips... Nil
Over Writing..... Nil
Deletions..... Nil

For Worldstreet Spices Center Limited

Concessionaire

Authorised Signatory

11/Spdts-Exec-1

4.2 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of sixty days from the date of this Agreement in case of CP-1 and one hundred and eighty(180) days from the date of this Agreement in case of CP-2 or such extended date as may be agreed, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall in terms of clause 9.2 pay to the Authority Damages in an amount calculated at the rate of zero point one per cent (0.1%) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2, no damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date Authority shall have procured the fulfilment of Conditions Precedent set out in Clause 4.1.2.

4.3 Commencement of Concession Period

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

4.4 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the first (1st) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

Additions.....NIL
Corrections.....NIL
Correction slips.....NIL
Over Writing.....NIL
Deletions.....NIL

For Worldstreet Sports Tennis Limited

Concessionaire

Authorised Signatory

EE/Sports Divn-1

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RFP Volume- II (Concession Agreement & Schedules)

5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, planning, development, finance, construction, marketing, administration, management, procurement, operation and maintenance of all the components of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Concessionaire shall comply with all the Applicable Laws and Applicable Permits (including renewals as required) in performance of its obligations under this Agreement.
- 5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement observe, undertake, perform and comply during the Concession Period with the following obligations:
- (a) make, or cause to be made, necessary applications to the Government Authorities with such particulars and details, as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required the appropriate proprietary rights, licence, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
 - (c) perform and fulfil its obligations under the Financing Agreements;
 - (d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors or its sub-licensees in connection with the performance of its obligations under this Agreement;
 - (e) comply with all the Applicable Laws including environmental laws and Applicable Permits while performing its obligations under this Agreement;
 - (f) engage Contractors and / or sub-contractors and ensure that the Contractors and / or sub-contractors, at all times, comply with the Applicable Laws and Applicable Permits while performing any of the Concessionaire's obligations under this Agreement;

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (g) not do any act or omission, deed or thing which may in any manner be violate any of the provisions of this Agreement;
- (h) procure that all the facilities and amenities within the Project are operated and maintained in accordance with Good Industry Practice and the Users have non-discriminatory access for use of the same in accordance with the provisions of this Agreement and / or Applicable Laws;
- (i) take necessary precautions to avoid any accidents and ensure adequate safety measures;
- (j) take necessary steps to safeguard the environment while executing the Project;
- (k) ensure that Users are treated with due courtesy and consideration and provided with ready access to services and information;
- (l) prepare and submit Master Plan, prepared by reputed and experienced architect/urban designer, for the approval of the independent Engineer and the Authority;
- (m) prepare Drawings and the Detailed Project Report as per the Master Plan approved by the Authority;
- (n) support, cooperate with and facilitate the Authority in implementation and operation of the Project in accordance with the provisions of this Agreement;
- (o) transfer the Project to the Authority upon Termination of this Agreement, in accordance with the provisions thereof;
- (p) arrange at its cost the foreign exchange and clearances required for import of technology, equipment or materials and pay all requisite duties and levies in this behalf. The Concessionaire shall bear any risk on account of fluctuation in foreign exchange rates during the Concession Period;
- (q) undertake marketing, public relations and brand building of the Project and each of the Commercial Facilities and Mandatory Facilities at its cost and expense;
- (r) provide or arrange at its cost, within the Site, during the Concession Period all on-site infrastructure including power, telecom, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the construction, operation and maintenance of the Project and be in compliance to the

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing NIL
Deletions.....NIL

For Worldstreet Sports Center Limited

James
Concessionaire
Authorised Signatory

EE/Sports Divn-3

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practice; and

- (s) make all Sports Facilities developed on the Site available for users (without requiring membership of Sports Club) on pay and play basis for a minimum of 25% (twenty five percent) of their capacity. The allocation of capacity can be done either by allocating turfs of prespecified time slots.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder. It is expressly agreed that all Project Agreements should comply with the provisions of this Concession Agreement and that the term of any Project Agreement shall not exceed the remaining term of this Concession Agreement.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within forty-five (45) days of the receipt of such drafts. In the event no comments are provided within 45 (forty-five) days of receipt of drafts by the Authority, it shall be deemed as approved by the Authority and the Concessionaire may execute the said agreement/s. Within seven (7) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement and ensuring that the pricing of Project Agreements conform to the then prevailing market conditions. It is further agreed that no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
User Writing..... Nil
Comments..... Nil

For Director (Sports) Director, DDA
Director (Sports)

EE/Sports Div. 1

- 5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreements, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "Covenant"). It is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding ninety (90) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension except in the terms of the said agreement/s.
- 5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract, for the Mandatory Facilities, shall be subject to the prior approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. The operations and maintenance of the Commercial Facilities would be excluded from liabilities imposed under this clause.
- 5.2.6 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall not sub-lease, license, assign or in any manner create an Encumbrance on the Mandatory Facilities without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-lease, licence, assignment or Encumbrance has or may have a Material Adverse Effect on the rights and obligations of the Authority under this Agreement or Applicable Laws. For the avoidance of doubt, it is agreed that if the Authority does not deny the approval required under this Clause 5.2.7 within a period of forty five (45) days from the date of receiving a notice along with full particulars and documents from the Concessionaire, the approval shall be deemed to have been granted to the extent such sub-lease, licence, assignment or Encumbrance, as the case may be, is in accordance with the provisions of this Agreement.
- 5.2.7 The Authority shall be required to reply with its approval or comments, as applicable, on the written request for approval sought by the Concessionaire, under this Clause 5.2, within 45

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions..... NIL

For Worldstreet Sports Center Limited
 Concessionaire

Authority

22/Sports Dev-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

(forty-five) days of receipt of such request for approval from the Concessionaire, after which, such approval shall be deemed to have been granted.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any change in ownership of the SPV ("Change in Ownership"), except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything contrary in this Agreement, the Concessionaire agrees and acknowledges that:

- (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of twenty-five per cent (25%) or more of the total Equity of the Concessionaire; or
- (b) acquisition of any control directly or indirectly of the Board of Directors by any person either by himself or together with any person or persons acting in concert

shall constitute a Change in Ownership requiring prior approval of the Authority. The decision of the Authority in this regard shall be final, conclusive and binding on the Concessionaire. The Concessionaire further undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors without such prior approval of the Authority. The Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

5.3.3 For the purposes of clause 5.3.2:

- (a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity or control of Board of Directors;
- (b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

For Wondastreet Sports Centre Limited
Concessionaire
Authorized Signatory

E/No. 11/2011

- (c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of twenty five per cent (25%) or more of the Equity shall constitute acquisition of control, directly or indirectly, of the Board of Directors.

5.4 Intentionally Left Blank

5.5 Employment of foreign nationals

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

5.6 Employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it or by its Contractors and their sub-contractors in the performance obligations under this Agreement, are at all times properly trained for their respective responsibilities.

5.7 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business or commercial activity other than as envisaged herein except for activities ancillary or complementary to the said Concession.

5.8 Facilities for differently-abled and elderly person

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the differently abled and for elderly persons using the project.

Additions NIL
 Corrections NIL
 Correction slips NIL
 Over Writing NIL
 Deletions NIL

For Worldstreet Sports & Fitness Center Limited

Concessionaire

Authorised Signatory

EE/Sports Dwn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

5.9 Intentionally Left Blank

5.10 Concessionaire's Representative

- (a) The Concessionaire shall, within 30 (thirty) days from the Agreement Date, nominate its Concessionaire's Representative and shall authorise him for all correspondence, communication, signing of documents, participation in meetings etc. with Authority in respect of the Project and issues relating to or arising out of the Agreement.
- (b) If at some point of time the Concessionaire is unable to provide the services of the person named as the Concessionaire's Representative, and then it shall notify the Authority its reasons for this, and thereafter, provide a substitute person who can be the Concessionaire's Representative.
- (c) The person named as the Concessionaire's Representative under this Agreement shall be a qualified and competent person having previous experience in a similar capacity in works comparable to the Project. Prior to appointment of the Concessionaire's Representative, the Concessionaire shall also submit the curriculum vitae of the person it proposes to appoint, detailing in particular the relevant project experience, and then obtain the written consent of the Authority to the appointment of the Concessionaire's Representative.
- (d) The Concessionaire's Representative shall be exclusively employed or engaged by the Concessionaire to give his whole time to directing the preparation of the construction documents, the execution of the Works, and operation and maintenance of the Project. Except as otherwise stated in the Concession Agreement, the Concessionaire's Representative shall receive on behalf of the Concessionaire all notices, instructions, consents, approvals, certificates, determinations and other communications under the Concession Agreement. Whenever the Concessionaire's Representative is to remain absent from the Site for a continuous period in excess of fourteen (14) days, a suitable replacement Person shall be nominated.
- (e) The Concessionaire's Representative may delegate, while retaining his prime responsibilities, any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Authority has received prior notice signed by the Concessionaire's Representative, specifying the powers, functions and authorities being delegated or revoked. The Concessionaire's Representative shall notify to the Authority the names, duties and scope of authority of such persons. Any instructions given to any of them shall be deemed to have been given to the Concessionaire's Representative. Any such delegation shall not relieve the Concessionaire's Representative of its obligation and duties under this Agreement.

Additions..... Nil
Corrections..... Nil
Correction slip..... Nil
Date Writing..... Nil
Signature..... Nil

For Authority's Representative
Concessionaire

Concessionaire

EE/Sppr's Dm J

5.11 Branding of the Project

The Concessionaire shall have the sole right to brand and / or name the Outdoor Stadium, Indoor Sports Facility, Sports Club and Other Sports Facilities. The Concessionaire shall be permitted to brand and/ or name the overall Project subject to the brand/ name being prefixed by the name "DDA". However, the Concessionaire shall be required to obtain prior approval from the Authority, which the Authority shall not withhold or deny unreasonably, before finalising the name of the above facilities.

The Concessionaire shall have the sole and exclusive right to brand and/ or name the Commercial Facilities without seeking prior approval of the Authority.

Additions..... Nil
Corrections..... Nil
Correction slips... Nil
Over Writing..... Nil
Deletions..... Nil

For Worldstreet Sports Center Limited
[Signature]
Concessionaire
Authorised Signatory

[Signature]
FE/Sports Dev-1



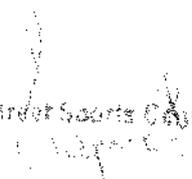
DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

6. OBLIGATIONS OF THE AUTHORITY

- 6.1.1 The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- (a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide support on best effort basis to the Concessionaire in procuring Applicable Permits required from any Government Authority for implementation and operation of the Project;
 - (b) upon written request from the Concessionaire, provide support on best effort basis to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
 - (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (d) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement;
 - (e) upon written request from the Concessionaire and subject to the provisions of Clause 5.5, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;
 - (f) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire to facilitate provision of external infrastructure to the Site viz. road, water and power by the relevant Government Authority; and
 - (g) upon the Concessionaire's request and subject to the Concessionaire achieving the COD, execute a Lease Deed with the Concessionaire in respect of Leased Premises, for the purpose of monetising/ commercially exploiting the Commercial Facilities in accordance with the Applicable law and to the extent provided for in this Agreement.

6.2 Intentionally Left Blank

Additions..... Nil
 Corrections..... Nil
 Correction slips... Nil
 Over Writing..... Nil
 Deletions..... Nil


 M/s. Vaidyanath Sports Centre Limited
 Concessionaire
 Authorised Signatory


 EC/Security Division

6.3 Obligations relating to refinancing

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the GoI or the Reserve Bank of India, as the case may be, permit the Concessionaire to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Concessionaire, but the repayment thereof shall be completed no later than one (1) year prior to expiry of the Concession Period.

Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
DeletionsNIL

For Weststreet Sports Center Limited
Concessionaire
Authorized Signatory

EE/Sports L1vo-1



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire hereby represents and warrants to the Authority that:

- (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

Additions Nil
 Corrections Nil
 Corrected Signs Nil
 Over Writing Nil
 Deletions Nil

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

14/04/2016

- (i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Authority which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) It has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the Selected Bidder shall hold not less than one hundred percent (100%) of its issued and paid-up Equity as on the date of this Agreement;
- (l) The Selected Bidder and its Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- (m) The Selected Bidder is duly organised and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with itself / the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (n) All its rights and interests in the Project, shall pass to and vest in the Authority on the Transfer Date, free and clear of all Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (o) No representation or warranty contained herein or in any other document furnished by it to any Government Authority in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (p) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions..... NIL

For World Sports Center Limited
 Concessionaire

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Authorized Authority

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

into this Agreement or for influencing or attempting to influence any officer or employee of any Government Authority in connection therewith;

- (q) all information provided by the Selected Bidder in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- (r) all undertakings and obligations of the Concessionaire arising from the Request for Proposal or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2 Representations of the Authority

The Authority hereby represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations under this Agreement;
- (b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects; and
- (g) it has good and valid right to the Site and has the power and authority to grant a licence and lease as applicable, in respect thereto to the Concessionaire.
- (h) the Site is free from any encumbrance, claim, lien, litigation including any environmental litigation.

Additions Nil
 Corrections Nil
 Correction slips Nil
 Over Writing Nil
 Deletions Nil

[Signature]
 For Worldstreet Sports Center, Delhi
 Concessionaire

[Signature]
 ES/Sports Dwn-1

7.3 Disclosure

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

[A large, faint, diagonal line or scribble is present across the page, likely a scanning artifact.]

Additions..... Nil
Corrections Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

For Worldstreet Sports Center Limited
[Signature]
Concessionaire
Authorized Signatory

[Signature]
EC/Sybil Divn 1

124

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

8. DISCLAIMER

8.1 Disclaimer

- 8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Bidding Documents, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, Selected Bidder and their Associates or any person claiming through or under any of them.
- 8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement or render it voidable.
- 8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.
- 8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

Additions Nil
 Corrections Nil
 Correction slips Nil
 Over Writing Nil
 Deletions Nil

For Worldstream Sports Centre Limited

Concessionaire

Authorized Signatory

For Delhi Development Authority

9. PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire shall have provided to the Authority prior to the signing of the Agreement an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 10,50,00,000/- (Rupees ten crore fifty lakh) in the form set forth in Schedule F (the "Performance Security" or Construction Performance Security").

9.2 Appropriation of Performance Security

Upon occurrence of a material Concessionaire Default or failure to meet any Condition Precedent upon notice of at least 60(sixty) days, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security, the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within fifteen (15) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, falling which the Authority shall be entitled to terminate this Agreement in accordance with Clause 30. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of one hundred and twenty (120) days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Clause 30.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect by the Concessionaire, till COD, provided however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire, subsequent to achievement of COD, for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.

9.4 Deemed Performance Security

The Parties expressly agree that upon release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security shall be deemed to be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the

Auditions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

For Worldstar Sports Center Limited
Concessionaire

EE/Sports Divn-1

Authorized signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

entire Concession period (the "Deemed Performance Security"). The amount of the Deemed Performance Security shall be the higher of Rs. 5,25,00,000 (Rupees five crore twenty-five lakh) or two times the quoted Annuity/ Concession Premium (as the case may be). The Deemed Performance Security shall be unconditional and irrevocable, and shall, notwithstanding anything to the contrary contained in Clause 24.3, constitute the first and exclusive charge on an equivalent balance in the Escrow Account and on all amounts due and payable by the Concessionaire to the Authority, and the Authority shall be entitled to enforce the Deemed Performance Security through a withdrawal from the Escrow Account or by making a deduction from the amounts due and payable to it by the Concessionaire in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire upon occurrence of a Concessionaire Default shall be liable to appropriation hereunder.

9.5 Appropriation of Deemed Performance Security

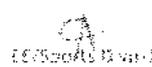
Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Deemed Performance Security as Damages for Concessionaire Default. For the avoidance of doubt, the Parties expressly agree that upon the Deemed Performance Security being appropriated, in whole or in part, it shall be deemed to be replenished to the extent of such appropriation.

9.6 References to Performance Security

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

Additions NIL
Corrections NIL
Correction slips NIL
Over Writing NIL
Deletions NIL


Anil Kumar
Concessionaire


Anil Kumar
Concessionaire

10. LICENCE AND ACCESS TO THE SITE

10.1 The Project shall be executed on the Site, which is described in Schedule A and in respect of which a licence is granted by the Authority to the Concessionaire under and in accordance with this Agreement (the "Site"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the details set forth in Schedule A.

10.2 Access to the Site

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

10.2.2 In consideration of the Concession Premium, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, licence in respect of the Site which is described, delineated and shown in Schedule A hereto (the "Licenced Premises"), on an 'as is where is' basis, to develop, operate and maintain the said Licenced Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licenced Premises, or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 It is expressly agreed that the lease and licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the licence, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub-lessee/sub-licensee, the lease and licence in respect of the Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

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

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

EE/Sports Dwn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

10.2.5 It is expressly agreed that the trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

10.3 Handover of the Site

10.3.1 It is expressly agreed that the handover of the Site on the Agreement Date, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence to the Concessionaire for free and unrestricted use and development of the vacant and Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3.2 On and after Agreement Date, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.3 Deleted

10.3.4 Deleted

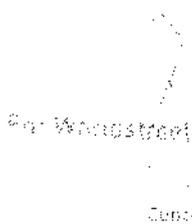
10.4 Site to be free from occupation

Subject to the provisions of Clause 10.3, the Site has been made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

10.5 Special / temporary access to the Site

The Concessionaire shall bear all costs and charges for any special or temporary access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

Additions Nil
Corrections Nil
Corrections (Rs) . . . Nil
Over Writing Nil
Deletions Nil


 Anil Wadgaonkar
 Director
 Delhi Development Authority


 E.E. Sanyal
 Director

10.6 Access to the Authority and Independent Engineer

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

10.7 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the Licence granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or concerned Government Authority. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or concerned Government Authority may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Authority within a reasonable period so as to enable the Concessionaire to continue its Construction Works with such modifications as may be deemed necessary.

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire
Cor Development Spc-14 Center Limited


EE/Su/Div 1

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

11. UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road or utility, and the Concessionaire shall, undertake at its own cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

11.2.1 The Concessionaire shall, subject to Applicable Laws and with reasonable assistance of the Authority on best effort basis, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a Material Adverse Effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Concessionaire or by the entity owning such utility, if the Authority so directs.

11.2.2 Deleted

11.3 New utilities and roads

11.3.1 The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.3.1 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.3.2 The Authority may, by notice, require the Concessionaire to connect any adjoining transport system, approach roads, over bridges, under passes to the Project. Upon receipt of a notice hereunder, the connecting portion thereof falling within the Site shall be constructed by the Concessionaire at the Authority's cost in accordance with Clause 16, and the maintenance thereof shall be undertaken by the Concessionaire at the Authority's cost in accordance with the provisions of Clause 17.2. For the avoidance of doubt, the provisions of this Clause shall not apply to any utilities and transport facilities that have been specified in the scope of the Project or is necessary in meeting the obligations of the Concessionaire.

Addition: Nil
Correction: Nil
Concession Sheet: Nil
Over Writing: Nil
Deletion: Nil

Delhi Development Authority

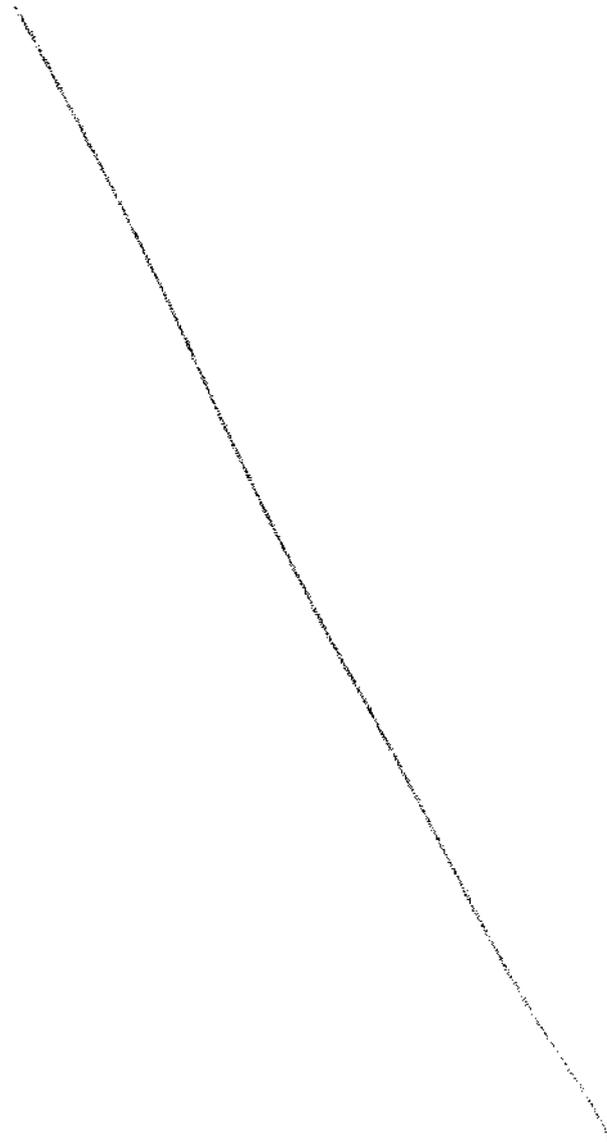
Concessionaire

Date: _____

Delhi Development Authority

11.4 Felling of trees

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



Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions Nil

[Handwritten Signature]
Concessionaire

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EE/Sports Dept 1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

12. CONSTRUCTION OF THE MANDATORY FACILITIES

12.1 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

- (a) submit to Authority and the Independent Engineer, its Detailed Project Report, construction methodology, quality assurance procedures, procurement, engineering and construction time schedule for completion of the Mandatory Facilities in accordance with the Project Completion Schedule as set forth in Schedule G;
- (b) appoint its representatives duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
- (c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits; and
- (d) make its own arrangement for construction and procurement of materials needed for the Mandatory Facilities under and in accordance with the Applicable Laws and Applicable Permits.

12.2 Maintenance during Construction Period

During the Construction Period, the Concessionaire shall maintain, at its cost, the existing facilities (for example road, water supply system, sewerage and others) and shall undertake the necessary repair and maintenance works for this purpose. Provided that the Concessionaire may, at its cost, interrupt and divert the facility if such interruption and diversion is necessary for the efficient progress of Construction Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of the Project.

12.3 Detailed Project Report

In respect of the Concessionaire's obligations relating to Detailed Project Report of the Mandatory Facilities as set out in Schedule H, the following shall apply:

- (a) The Concessionaire shall, at its own cost, prepare and submit with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three (3) copies each of all Detailed Project Report including Drawings, designs,

Additions ... Nil
Corrections ... Nil
Correction slips ... Nil
Over Workings ... Nil
Deletions ... Nil

For M/s. Sports Centre Limited
Concessionaire

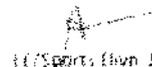
DDP/ports/Divt. 1

Specifications and Standards for the Mandatory Facilities to the Independent Engineer for review.

- (b) The Detailed Project Report shall, *inter alia*, set out the full details of the developmental activities proposed to be carried out by the Concessionaire for implementation of the Mandatory Facilities proposed order, sequence and method of working, the steps, procedures and processes to be undertaken by the Concessionaire, the Project Completion Schedule with the Project Milestones, detailed schedule bar charts with milestone dates, master plan and building plans of the Mandatory Facilities, including the site development, proposed construction activities, names of likely Contractors / sub-contractors/ vendors etc., plans for mobilization of finances, plans for marketing the Mandatory Facilities , proposed arrangements for operating and managing the Mandatory Facilities , the organisation chart of the Concessionaire and such other similar details which define and clarify the method and direction of the Concessionaire's plans for the implementation of the Project;
- (c) The Concessionaire shall prepare the Drawings only as per the Master Plan approved by the Authority prior to Appointed Date, as set forth in Clause 4.1.3. However, with the prior approval of the Authority, the Concessionaire can make modifications to the Master Plan based on need / justification;
- (d) By submitting the Detailed Project Report for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the Detailed Project Report, designs and Drawings are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good Industry Practice.
- (e) Within fifteen (15) days of the receipt of Detailed Project Report, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards.
- (f) If the aforesaid observations of the Independent Engineer indicate that the Detailed Project Report are not in conformity with the Scope of the Project or the Specifications and Standards, such documents shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within seven (7) days of receipt of the revised documents.
- (g) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on Detailed Project Report shall not relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner.

Additions..... NIL
 Corrections..... NIL
 Correction slips..... NIL
 Over Writing..... NIL
 Deletions.....NIL


 Concessionaire


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For World Jai Sports Center Limited

Authorised Signatory



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (h) Without prejudice to the foregoing provisions of this Clause 12.3, the Concessionaire shall submit to the Authority for its approval the Detailed Project Report. The Authority shall respond within thirty (30) days of the receipt of such documents. The Concessionaire will be obliged to make changes, if any, as suggested by the Authority within thirty (30) days. The provisions of this Clause 12.3 shall apply mutatis mutandis to the review and comments hereunder.
- (i) Within ninety (90) days of COD, the Concessionaire shall furnish to the Authority and the Independent Engineer a complete set of as-built Drawings, in two (2) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Mandatory Facilities as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Facilities and setback lines, if any, of the buildings and structures forming part of the Project Facilities.
- (j) The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the Detailed Project Report. Provided however the Authority may suitably extend the Construction Period or provide other relief to compensate for any such delay not attributable to the Concessionaire.
- (k) The Concessionaire shall not make any changes in the Detailed Project Report approved by the Independent Engineer and the Authority under this Agreement, without prior written consent of the Authority.
- (l) The Concessionaire shall obtain sanction to the building plans for the Project Assets, with necessary designs, plans and specifications, as necessary to commence and undertake construction, from the Government Authority, at its own expense.

12.4 Construction standards and maintenance of the Project

12.4.1 The Concessionaire shall ensure that all contract(s) and arrangement(s) entered into in relation to the Construction Works shall (to the extent such provisions can be reasonably obtained in the market concerned) include provisions whereby the relevant Contractor warrants that each part of such Works carried out there under shall be fit for its purpose and free from all defects in design, workmanship and materials.

12.4.2 In the execution of the Construction Works, the Concessionaire shall procure coordination amongst and avoidance of conflicts in the working of the Contractors, including all types of suppliers, subcontractors, agents, advisors and consultants. The Concessionaire shall monitor and supervise the activities of the Contractors, retained by it to fulfil its obligations hereunder, under the terms of their respective contracts.

Additions . . . Nil
Corrections . . . Nil
Correction slips . . . Nil
Over Writing . . . Nil
Deletions . . . Nil


 Concessionaire
 2, Naraina Sector 15


 11, Bhagat Singh

- 12.4.3 The Concessionaire shall, by itself or through its Contractors, at its cost and risk undertake the development of the Site, including land filling, levelling, clearing, landscaping and demarcation and division of the Site etc. for establishment of the Mandatory Facilities, in accordance with the provisions of this Agreement, including the Specifications and Standards and Good Industry Practice.
- 12.4.4 The Concessionaire shall arrange at its cost the internal infrastructure facilities, including but without limitation, the power and water supply, necessary for carrying out the construction, Operation and Maintenance of the Project. Each of the Project Facilities shall have adequate facilities with respect to water supply, power, entry & exit arrangement, fire safety provisions, etc.
- 12.4.5 The Concessionaire shall at its responsibility arrange for materials such as bricks, cement, steel, aggregates, soil, bituminous and asphalt materials, and any other materials used in undertaking the Construction Works, as well as equipment, machinery, tools and ancillary materials such as shuttering and scaffolding, bearings, joint fillers and similar materials. The Concessionaire shall make arrangements for transport, loading and unloading, stacking and proper storage (including making sheds) for all materials and equipment. The Independent Engineer / Authority shall have the right to inspect and check the quality and quantity of the materials and equipment and their storage in compliance with the terms of this Agreement.
- 12.4.6 The Concessionaire shall organize the Site during the period of construction with regard to safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general site services including, without limitation, access to and on the Site.
- 12.4.7 The Concessionaire shall ensure that the Works shall comprise only materials and goods which shall be of sound quality and which shall have been manufactured and prepared and all workmanship shall be in accordance with the Specifications and Standards and Good Industry Practice and that each part of the Works shall be fit for the purpose for which it is required as stated in or as may be reasonably inferred from such plans.
- 12.4.8 The Concessionaire shall carry out or cause to be carried out the Works with the skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and contractors with experience of work similar in scope and nature to that required under this Agreement. The Concessionaire shall design, engineer and execute the construction and implementation of the Works using the best design and engineering principles and practices.

Additions Nil
 Corrections Nil
 Correction slips Nil
 Over Writing Nil
 Deletions Nil

[Signature]
 Concessionaire

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 EE/Sports Divn-1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume - II (Concession Agreement & Schedules)

12.4.9 The Concessionaire shall ensure that the components of the Project Facilities are appropriately furnished, equipped, staffed as per the Specifications and Standards and Good Industry Practice so as to comply respectively with the requirements of the agencies granting accreditation / affiliation / recognition for the Project.

12.4.10 The Concessionaire shall ensure that in fulfilling its obligations hereunder it shall procure, as required, the appropriate proprietary rights, licence, agreements and permissions for the designs, software, materials, methods, processes and systems used or incorporated into the Works undertaken by it and indemnify and keep indemnified the Authority and its advisors and consultants against all costs, damages, liabilities or consequences arising out of any breach by the Concessionaire in this behalf.

12.5 Construction of the Project

12.5.1 On or after the Appointed Date, the Concessionaire shall undertake construction of the Project as specified in Schedule B wherein Project Facilities shall be as per Schedule C, and in conformity with the approved Detailed Project Report, Specifications and Standards set out in Schedule D as per the terms and conditions of this Concession Agreement.

12.5.2 The Concessionaire shall construct the Mandatory Facilities in accordance with the Project Completion Schedule set forth in Schedule G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of ninety (90) days from the date set forth for such Project Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of zero point one per cent (0.1%) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule G has been amended as above; provided further that in the event COD is achieved on or before the Scheduled Date, the Damages paid under this Clause 12.5.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.5.3 In the event COD does not occur within two hundred and seventy (270) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

Additions... Nil
Corrections... Nil
Correction slips... Nil
Over Writing... Nil
Deletions... Nil

Chandrasekhar

EE/Speck Drive

13. MONITORING OF CONSTRUCTION**13.1 Monthly progress reports**

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer, a monthly report on progress of the Construction Works and shall promptly give such other relevant information as may be required by the Independent Engineer.

13.2 Inspection

During the Construction Period, the Independent Engineer shall inspect the Mandatory Facilities at least once a month and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Project Completion Schedule, Drawings, Master Plan, Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten per cent) of the quantity and/or number of tests normally required to be undertaken for the construction works of the Authority implemented through their contractors. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. The costs incurred on such tests shall be borne by the Concessionaire. For the avoidance of doubt, the costs to be incurred on any test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeated

Additions..... Nil
Corrections..... Nil
Correction Slips..... Nil
Over Writing..... Nil
Deletions..... Nil

[Signature]
Concessionaire

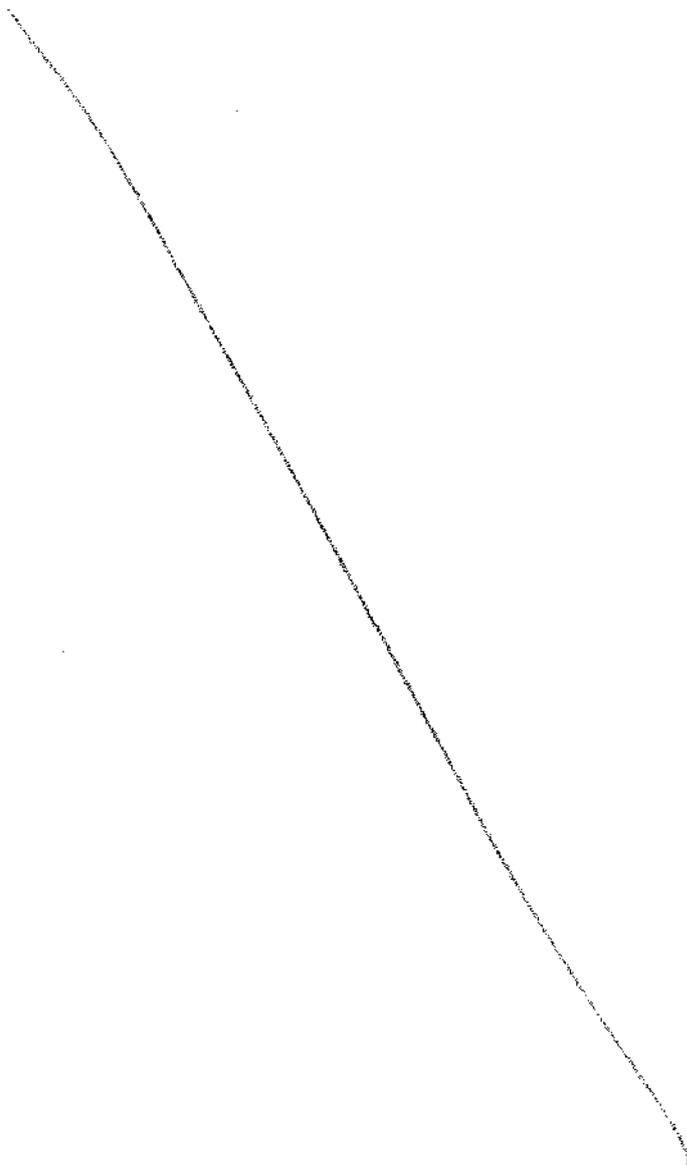
[Signature]
EE/Sports Divn-1

For Worldatrest Sports Center Limited

the Scheduled Completion Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Completion Date.

13.6 Video recording

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



Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL

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Concessionaire

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For Worldswrest Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

14. COMPLETION CERTIFICATE

14.1 Tests

14.1.1 No later than ninety (90) days prior to the likely completion of the Mandatory Facilities, the Concessionaire shall notify the Independent Engineer of its intent to subject the Mandatory Facilities to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than ten (10) days' notice to the Independent Engineer, and in the event the Independent Engineer delays the Tests hereunder, the Authority shall impose exemplary penalties on the Independent Engineer and shall ensure that Tests are completed in time either by the Independent Engineer or any substitute thereof.

14.1.2 All Tests shall be conducted in accordance with Schedule I at the cost and expense of the Concessionaire. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Mandatory Facilities with Specifications and Standards, Drawings and Master Plans and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Mandatory Facilities or any part thereof does not meet the Specifications and Standards and approved Detailed Project Report, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Mandatory Facilities with Specifications and Standards.

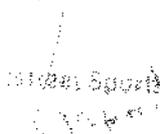
14.1.3 It is expressly agreed that the provisions of this Clause shall only apply to the Mandatory Facilities.

14.2 Completion Certificate

14.2.1 Upon completion of Construction Works and the Independent Engineer determining the Tests for the Mandatory Facilities to be successful, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set out in Schedule J(a) (the "Completion Certificate").

14.2.2 Deleted

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil


 Concessionaire
 Authority Representative


 Authority Representative

14.3 **Provisional Certificate**

14.3.1 The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule J(b) (the "Provisional Certificate") if the Tests are successful and the Mandatory Facilities can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto, a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "Punch List"); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.

14.3.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Mandatory Facilities, if it can be safely and reliably placed in commercial operations in accordance with the provisions of Clause 14.3.1 (the "Project Components"). Upon issue of such Provisional Certificate, the provisions of this Agreement shall apply to Project Components, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Mandatory Facilities shall be construed accordingly. The Concessionaire will remain obligated to complete the Punch List items within the prescribed period and to obtain all necessary Applicable Permits before starting commercial operations in accordance with Applicable Laws.

14.4 **Completion of Punch List Items**

14.4.1 All items in the Punch List shall be completed by the Concessionaire within one hundred and twenty (120) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed of zero point one per cent (0.1%) of the Performance Security. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding one hundred and twenty (120) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.

14.4.2 Upon completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire
For Worldstreet Sports Center Limited


Independent Engineer

Authorized Signature

DELHI DEVELOPMENT AUTHORITY
RFP Volume - II (Concession Agreement & Schedules)

reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

14.5 Withholding of Provisional or Completion Certificate

14.5.1 If the Independent Engineer determines that the Mandatory Facilities or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Authority is of the opinion that the Project is not fit and safe for commercial service, it shall, within seven (7) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project and direct the Independent Engineer to withhold issuance of the Provisional Certificate or Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Clause 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate or Completion Certificate under Clause 14.3 or Clause 14.2, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

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

Additions..... Nil
Corrections..... Nil
Deletions..... Nil
Over Writing..... Nil
Revisions..... Nil

For Authority of Special Officer Limited

Concessionaire

Authorised Signatory

EE/Special Divn 1

15. ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

The Mandatory Facilities shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Clause 14. The commercial operation date of the Mandatory Facilities shall be the date on which such Completion Certificate or the Provisional Certificate for the Mandatory Facilities is issued and the Concessionaire shall have obtained the Applicable Permits to operate the Mandatory Facilities (the "COD"). The Project can enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect User Fee in accordance with the provisions of this Agreement.

15.2 Damages for delay

Subject to the provisions of Clause 12.5, if COD does not occur prior to the ninety first (91st) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of zero point one per cent (0.1%) of the amount of Performance Security for delay of each week until COD is achieved.

Additions..... Nil
Corrections..... Nil
Correction slips.....Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire
For Worldstreet Sports Center Limited


FF/Sports Devn-1



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

16. CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services including collection or preparation of data and information required to accompany the change order and any additional analytical or investigative work, which are not included in the Scope of the Project as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Clause 16 and the costs thereof, to the extent of 0.25% (one quarter per cent) of the Total Project Cost shall be borne entirely by the Concessionaire. Cost in excess of 0.25% (one quarter per cent) of the Total Project Cost shall be expended by the Concessionaire, and reimbursed to it by the Authority in accordance with Clause 16.3. The delay caused due to change of scope, in all cases, shall extend the scheduled completion date accordingly.

16.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within fifteen (15) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Clause 16 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope. The Concessionaire agrees and acknowledges that the cost towards effecting the change sought by the Concessionaire under this Clause 16.1.2 shall be borne solely by the Concessionaire.

16.1.3 Any works or services which are provided under and in accordance with this Clause 16 shall form part of the Project and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

16.2 Procedure for Change of Scope

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

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority within a period of thirty (30) days such information as is necessary, together with preliminary Documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and

Additions..... Nil
Corrections..... Nil
Correction Slip..... Nil
Over Writing..... Nil
Deletions..... Nil

For Worli Street Sports Centre Limited
Concessionaire

EE/Sports Divn-I

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.

16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

16.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire under this Clause 16.

16.3 Payment for Change in Scope

Within seven (7) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to ten per cent (10%) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, ten per cent (10%) of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Authority, bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within thirty (30) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Clause 16, but subject to the provisions of Clause 16.4.2, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of the Mandatory

Additions..... NIL
Corrections..... NIL
Correction slips... NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


I.I./Sports Divn-1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Facilities by the Scheduled Completion Date; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such order shall not be reckoned for purposes of determining completion of the Mandatory Facilities and issuing the Provisional Certificate.

16.4.2 Notwithstanding anything to the contrary contained in this Clause 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed ten per cent (10%) of the Total Project Cost in any continuous period of three (3) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed twenty five per cent (25%) of the Total Project Cost at any time during the Concession Period.

16.5 Power of the Authority to undertake works

16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.1.1, 16.2 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of two per cent (2%) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than ten percent (10%) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not undertake any works or services under this Clause 16.5.1 if such works or services cause a Material Adverse Effect on the Concessionaire.

16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards, Drawings and Master Plan and shall be carried out in a manner that minimizes the disruption in operation of the Project. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 16.5.

16.6 Intentionally Left Blank

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil



 Concessionaire


 CE/Sd/Dr. D. S.

17. OPERATION AND MAINTENANCE

17.1.1 The Concessionaire shall take up operations and maintenance of Commercial Facilities by itself or through third-parties, as per Good Industry Practices.

17.1.2 During the Operation Period, the Concessionaire shall operate and maintain the Mandatory Facilities in accordance with this Agreement either by itself, or through third-party O&M Contractors and if required, modify, repair or otherwise make improvements to the Mandatory Facilities to comply with the provisions of this Agreement and the Maintenance Requirements for Mandatory Facilities as specified in Schedule K, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice.

17.1.3 The obligations of the Concessionaire hereunder shall include:

- (a) permitting safe, smooth and uninterrupted use of Mandatory Facilities during normal operating conditions;
- (b) collecting and appropriating the User Fee;
- (c) carrying out periodic preventive maintenance of the Mandatory Facilities;
- (d) undertaking routine maintenance including prompt repairs of cracks, joints, drains, markings, lighting, signs and other control devices;
- (e) undertaking major maintenance such as repairs to structures and refurbishment of parking system and other equipment;
- (f) preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Mandatory Facilities;
- (g) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Site;
- (h) protection of the environment and provision of equipment and materials therefor;
- (i) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Mandatory Facilities;
- (j) maintaining a public relations unit to interface with and attend to suggestions from the Users, Authority agencies, media and other agencies; and
- (k) complying with Safety Requirements in accordance with Clause 18.

Additions..... NIL
 Corrections..... Nil.
 Correction slips..... Nil.
 Over Writing..... Nil.
 Deletions..... Nil


 Concessionaire


 EE/Sports Divn-1

For WorldStreet Sports Center Limited

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

17.1.4 The Concessionaire shall remove promptly from the Site, all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish, debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.

17.2 **Maintenance requirements**

The Concessionaire shall procure that at all times during the Operation Period, the Mandatory Facilities conform to the maintenance requirements set forth in Schedule K (the "Maintenance Requirements").

17.3 **Maintenance Manual**

17.3.1 No later than ninety (90) days prior to the Scheduled Completion Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the "Maintenance Manual") for the regular and preventive maintenance of the Mandatory Facilities in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide five (5) copies thereof to the Authority and two (2) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every three (3) years and the provisions of this Clause 17.3 shall apply, *mutatis mutandis*, to such revision.

17.3.2 Without prejudice to the provision of Clause 17.3.1, the Maintenance Manual shall, in particular, provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Mandatory Facilities, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

17.4 **Maintenance Programme**

17.4.1 On or before COD and no later than forty-five (45) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Concessionaire shall provide to the Authority and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "Maintenance Programme") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

- (a) preventive maintenance schedule;
- (b) arrangements and procedures for carrying out urgent repairs;
- (c) criteria to be adopted for deciding maintenance needs;

- (d) intervals and procedures for carrying out inspection of all elements of the Mandatory Facilities;
- (e) intervals at which the Concessionaire shall carry out periodic maintenance;
- (f) arrangements and procedures for carrying out safety related measures; and
- (g) intervals for major maintenance works and the scope thereof.

17.4.2 Within fifteen (15) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3 The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply *mutatis mutandis* to such modifications.

17.5 De-commissioning due to Emergency

17.5.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants decommissioning and closure of the whole or any part of the Project, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Concessionaire to the Authority without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.5.2 The Concessionaire shall re-commission the Project or the affected part thereof as quickly as practicable after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project and shall notify the Authority of the same without any delay.

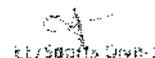
17.5.3 Any decommissioning or closure of any part of the Project and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.5.4 No claim or compensation shall be due and payable to the Concessionaire on account of de-commissioning or restricted use of the Project or any part thereof during an Emergency or for reasons of national security and public interest. The Concessionaire shall be exempt towards payment of Concession Premium for such period. Further, if the period of Emergency or

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil


 Concessionaire

For Worldatrest Sports Center Limited


 Lt./Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

decommissioning due to national security stretches beyond an aggregate period of 180 days over any year, the Concession Period shall be extended by an extent equal to period of such Emergency or decommissioning due to national security.

17.6 Authority's right to take remedial measures

17.6.1 In the event the Concessionaire does not maintain and/or repair the Mandatory Facilities or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within fifteen (15) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire.

17.6.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs specified in Clause 17.6.1 directly from the Escrow Account as if such costs were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.6.2 and debit the same to O&M Expenses.

17.7 Overriding powers of the Authority

17.7.1 If in the reasonable opinion of the Authority, the Concessionaire is in Material Breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.7.2 In the event that the Concessionaire, upon notice under Clause 17.7.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.7.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.6.

17.7.3 In the event of a national Emergency, civil commotion or any other act specified in Clause 27.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such

Additional . . . Nil
Concessions . . . Nil
Concession slips . . . Nil
Over Working . . . Nil
Systems . . . Nil

Delhi Sports Centre Limited
Concessionaire

18/10/2015

control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Clause 27. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.7, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.8 Restoration of loss or damage

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

17.9 Modifications/Renovation to the Mandatory Facilities

The Concessionaire shall not carry out any material modifications to the Mandatory Facilities, save and except where such modifications are necessary for the Mandatory Facilities to operate in conformity with the approved Detailed Project Report, Specifications and Standards, Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least fifteen (15) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within fifteen (15) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Specifications and Standards, Applicable Laws, Good Industry practice and the provisions of this Agreement.

The Concessionaire shall renovate the Mandatory Facilities to then contemporary international standards with new interiors, furniture, furnishing, facilities, technology and services every 10 years or before starting from COD.

17.10 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Mandatory Facilities is not available to public on account of any of the following for the duration thereof:

- (a) an event of Force Majeure;

Additions..... Nil
Corrections..... Nil
Correction Slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire

For Worldstreet Sports Centre Limited


EE/Sports Divn I

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (b) measures taken to ensure the safe use of the Mandatory Facilities except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or
- (c) compliance with a request from the Authority or the directions of any Government Authority, the effect of which is to close all or any part of the Mandatory Facilities.

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority without any delay.

17.11 Use of Mandatory Facilities for non-sporting events

17.11.1 The Mandatory Facilities are intended to be used primarily for conduct of sporting activities and the practice of various sporting disciplines by residents of Delhi. However, the Authority shall permit the Concessionaire to use the Mandatory Facilities (excluding the Pay and Play Facilities), including the field-of-play area for permissible non-sporting activities (the "Permissible Non-sporting Activities"), provided that the use of field-of-play area of the Outdoor Stadium and the Indoor Stadium for Permissible Non-sporting Activities shall be limited to not more than 25 (twenty-five) calendar days during any given calendar year. Any permission required to be obtained for conduct of such events shall be the sole purview of the Concessionaire. The Authority shall not be liable in any manner on account of grant or otherwise of such approval by competent authorities and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement. For avoidance of doubt, any damage to the field-of-play on account of conduct of such Permissible Non-sporting Activities shall be the sole responsibility of the Concessionaire.

17.11.2 The Concessionaire, at its discretion, can use any portion of the Facilities (except the Sports/playing Facilities, Outdoor Stadium and Indoor Stadium) for Permissible Non-sporting Activities without any limitation with respect to the number of days in a year that these facilities can be used for Permissible Non-sporting Activities.

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil

Concessionaire
 Authority, Delhi

CC/Sports/Con-1

18. SAFETY REQUIREMENTS

18.1 Safety Requirements

18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users and other persons present at the Site. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project and shall comply with the safety requirements set forth in Schedule L (the "Safety Requirements"). The Concessionaire shall take all necessary precautions required under Applicable Laws to avoid any accidents, health hazards, pollution of air, water or land arising out of the implementation of the Project.

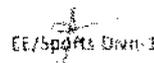
18.1.2 The Independent Engineer shall carry out the safety audit of the Mandatory Facilities in accordance with the Safety Requirements and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the Works and services included in the Scope of the Project, and Works and services, if any, not forming part of the Scope of the Project shall be undertaken and funded in accordance with the provisions of Clause 16.

Additions..... NIL
Corrections..... NIL
Correction slips.. NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


EE/Sports Divn-1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

19. MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

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

19.2 Inspection

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

19.3 Tests

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

19.4 Remedial measures

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Independent Engineer and the Authority within fifteen (15) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than fifteen (15) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Mandatory Facilities into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.7

19.2 Stadium Monitoring Committee

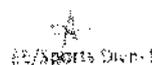
19.2.1 With the objective to monitor the Operation and Maintenance of the Project, the Authority shall set up a stadium monitoring committee (the "SMC") before COD, with the Concessionaire's Representative as one of its members with maximum 5 committee members in SMC. Subject to this Clause 19.2, the constitution of the Stadium Monitoring Committee shall be determined by the Authority at its sole discretion. The SMC shall meet every quarter of the Accounting Year or earlier (as required) for monitoring the Operation and Maintenance at regular intervals. The quorum of the SMC shall be the majority of its members along with the presence of at least one DDA nominated member.

19.2.2 The SMC formed as per provisions of Clause 19.2.1 shall have the powers to:

- (i) Inspect the Project Facilities, including Mandatory Facilities and Commercial Facilities;
- (ii) Seek reports from the Concessionaire in any subject / issue relating to the Sports Complex;
- (iii) Give suggestions for better management and operations of the Complex;
- (iv) Examine any reports/ complaints / allegations of violation of Concession Agreement and submit its recommendations to the Authority;
- (v) Ensure, through measures it deems appropriate and in accordance with the Concession Agreement, that the Sports Complex is run and managed in accordance with the Concession Agreement.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire


Sports Divn-I

For Weststreet Sports Center Limited

67

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

20. INDEPENDENT ENGINEER

20.1 Appointment of Independent Engineer

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

20.2 Duties and functions

20.2.1 The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule N, subject to change in the terms of reference as deemed appropriate by the Authority from time to time. The scope of the Independent Engineer shall be limited to the construction and O&M of the Mandatory Facilities.

20.2.2 The Independent Engineer shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in Schedule N.

20.2.3 A true copy of all communications sent by the Authority to the Independent Engineer and the Independent Engineer to the Authority shall be sent forthwith by the Independent Engineer to the Concessionaire.

20.2.4 A true copy of all communications sent by the Independent Engineer to the Concessionaire and by the Concessionaire to the Independent Engineer shall be sent forthwith by the Independent Engineer to the Authority.

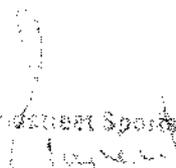
20.3 Remuneration

The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority and subject to the limits set forth in Schedule M, one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within fifteen (15) days of receiving a statement of expenditure from the Authority.

20.4 Termination of Appointment

20.4.1 The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 20.1.

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil


 Concessionaire
 Authorized Signatory


 EE/Secrets Dept. I

20.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 20.1.

20.5 Authorised signatories

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

20.6 Dispute resolution

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

20.7 Interim arrangement

In the event that the Authority has not appointed an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorize any person to discharge the functions of Independent Engineer in accordance with the provisions of this Agreement, save and extent that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Independent Engineer, and such functions shall be discharged as and when the Independent Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause 20.7 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing NIL
Deletions NIL


Concessionaire


EE/Sports Divn-1

For Worldnet Sports Center Limited

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

21. FINANCIAL CLOSE

21.1 Financial Close

21.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within one hundred and fifty (150) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding thirty (30) days, subject to payment of Damages to the Authority in a sum calculated at the rate of zero point zero five per cent (0.05%) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week and the period beyond the said one hundred and fifty (150) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.2.

21.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, not later than two (2) days after the Financial Close, three (3) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with three (3) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

21.2 Termination due to failure to achieve Financial Close

21.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 27.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 21.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement, shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the Parties have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 21.2.1 shall not apply.

21.2.2 Upon Termination under Clause 21.2.1, the Authority shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close has not occurred due to Force Majeure or as a result of the Authority being in default of any of its obligations under Clause 4.2, it shall, upon Termination, release the Performance Security forthwith along with the Damages due and payable under Clause 4.2.

Additions ... Nil
Corrections ... Nil
Correction slips ... Nil
Over Writing ... Nil
Deletions ... Nil


 Concessionaire
 Authorized Signatory


 (F. Sports Dept.)

22. CONSIDERATION¹**22.1 Grant**

- 22.1.1 The Authority agrees to provide to the Concessionaire cash support by way of an outright grant equal to the sum set forth in the Bid, namely, Rs. 70.00 Crore (Rupees Seventy crore only) in accordance with the provisions of this Article 22 (the "Grant").
- 22.1.2 Subject to the conditions specified in this Clause 22.1, the Grant shall be credited, to the Escrow Account and shall be applied by the Concessionaire for meeting the Total Project Cost.
- 22.1.3 Grant shall be due and payable to the Concessionaire after it has expended the Equity, and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financing Agreements. The Authority shall disburse each tranche of the Grant as and when due, but not later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars.
- 22.1.4 In the event of occurrence of a Concessionaire Default, disbursement of Grant shall be suspended till such Concessionaire Default has been cured by the Concessionaire.

22.2 Annuity

- 22.2.1 The Authority agrees to provide to the Concessionaire cash support by way of an annuity payment (the "Annuity"), equal to the sum set forth in the Bid, for meeting O&M Expenses of the Project.
- 22.2.2 The Annuity shall be disbursed by the Authority in quarterly instalments and the first such instalment shall be released within 90 (ninety) days of COD. The quarters for which the annuity shall be paid will be standardised as – [Jan-Mar, Apr – June, July – Sept, Oct – Dec]. Each instalment shall be a sum equal to 25 (twenty-five) percent of the Annuity quoted in the Bid and such instalments shall be disbursed by the Authority until the end of the Concession Period. The quarterly instalment shall be payable by the last day of starting month of the Quarter, subject to satisfactory performance by the Concessionaire upto the previous quarter.
- 22.2.3 The Annuity amount shall be escalated by 10 (ten) percent every three years starting from COD. For calculation of due date for escalation after 3 years, any part of (standard) quarter shall be treated as full quarter. [e.g. if COD is 13th Feb 2021, the escalated Annuity shall be payable wef 1 Jan 2024]

¹ If Selected Bidder quotes a Concession Premium, Clause 22.2 shall stand deleted; if Selected Bidder seeks Annuity, Clause 22.3 shall stand deleted.

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions..... NIL


 Concessionaire

For Worldstreet Sports Center Limited


 FF/SDM Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

22.3 Concession Premium

- 22.3.1 The Concessionaire acknowledges and agrees that as set forth in the Bid, it shall pay to the Authority for each year of the Concession Period, but commencing from the Scheduled COD, a Concession Premium (the "Concession Premium").
- 22.3.2 The Concession Premium shall be payable in quarterly instalments and the first such instalment shall be payable within 10 (ten) days of the Scheduled COD. The quarters for which the instalment are to be paid will be standardised as – [Jan-Mar, Apr – June, July – Sept, Oct – Dec]. Each instalment shall be a sum equal to 25 (twenty-five) percent of the Annual Concession Premium quoted in the Bid and such instalments shall be paid by the Concessionaire in advance until the end of the Concession Period. The quarterly instalment shall be payable by the 10th of starting month of the Quarter.
- 22.3.3 The Concession Premium shall be escalated by 10 (ten) percent every three years starting from COD. For calculation of due date for escalation after 3 years, any part of (standard) quarter shall be treated as full quarter. [e.g. if COD is 13th Feb 2021, the escalated Concession Premium shall be payable wef 1 Jan 2024.

22.4 License Fee for land under Mandatory Facilities

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of license fee (the "License Fee") a sum of Re. 1 (Rupee one) per annum per acre, calculated based on Site area, in addition to the Concession Premium (if any). This will be paid along with the first instalment of the Concession Premium (if any) for the year.

22.5 Interest on delayed payments

- 22.5.1 Notwithstanding anything to the contrary contained herein, in case the Concessionaire is not able to deposit the Concession Premium / Lease Rent / License Fee amount within the prescribed period, he shall pay the said amount with interest on the balance/ outstanding amount at the rate of 14.00% (fourteen percent) per annum.
- 22.5.2 The interest specified in Clause 22.6.1 shall be applicable only on the delayed amount of the total amount due and to be computed on every 15 (fifteen) days basis.
For example, if the payment is delayed for 1 to 15 days, interest is applicable for 15 days. Similarly, if the delay is for 16 to 31 days interest is applicable for 30 days and so on.

Additions..... Nil
Corrections..... Nil
Deletions..... Nil
Over Writing..... Nil

New World Street Sports Center Limited

Concessionaire

14/04/2024

23. USER FEE

23.1 Collection and appropriation of User Fee

23.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate User Fee subject to terms and conditions of this Concession Agreement.

23.1.2 The Concessionaire acknowledges and agrees that upon payment of User Fee, any User shall be entitled to use the Pay and Play Facilities that form part of the Project and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in the rules for use of the facilities, any Applicable Law, Applicable Permit or the provisions of this Agreement. The User Fee (for Pay and Play Facilities) shall be as per the Fee Notification for Pay and Play Facilities (Schedule-P), the Fee specified therein as applicable on COD.

23.1.3 Fee for use of other facilities (i.e., facilities other than Pay and Play Facilities) shall be fixed by the Concessionaire at its own discretion. It can be any combination of membership fee, usage fee, entry fee, etc. that the Concessionaire deems necessary to carry out its business. For avoidance of doubt, it is clarified that, with respect to the Mandatory Facilities, the Concessionaire shall not grant membership rights to any person for a period beyond the Concession Period.

23.1.3 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the User Fee shall be entitled to use the Pay and Play Facilities without any restrictions, except to the extent specified in the rules for use of the facilities, any Applicable Law, Applicable Permit or the provisions of this Agreement.

23.2 Revision of Fee

23.2.1 The Parties hereto acknowledge and agree that in accordance with the Fee Notification for Pay and Play Facilities (Schedule-P), the Fee specified therein as applicable on COD (the "Base Fee") shall be revised with an upward revision of 10 (ten) percent every 3 (three) years during the currency of the Concession Period of the Project.

23.2.2 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of the User Fee for Pay and Play Facilities or other relief from the Authority or any Government Instrumentality, except in accordance with the express provisions of this Agreement. The Concessionaire shall be free to revise the User Fee for other facilities (i.e., facilities other than Pay and Play Facilities) at any time during the Concession Period at its discretion.

23.3 Intentionally Left Blank

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire

For Woodstreet Sports Center Limited

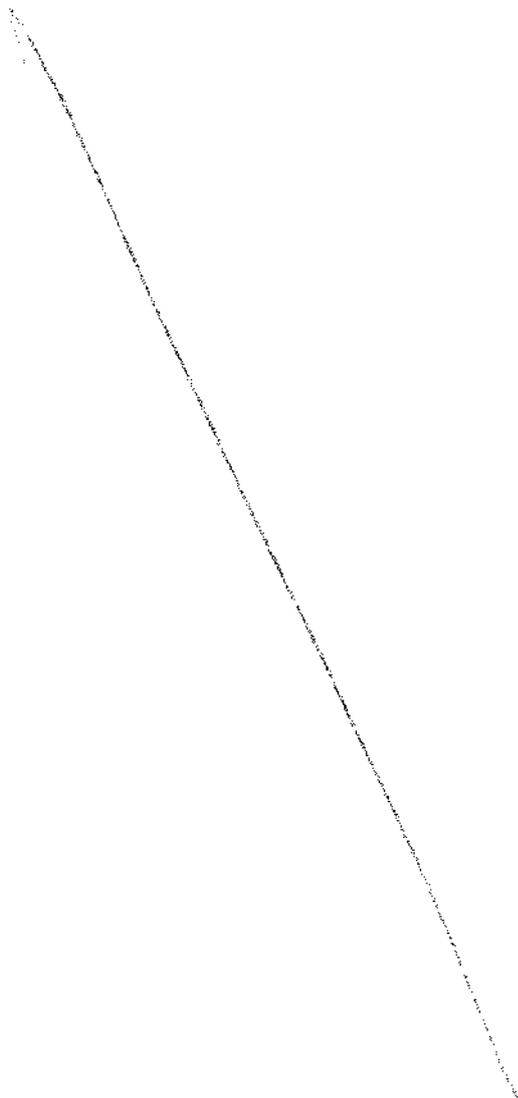

EE/Sports Divn-1

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

23.4 Collection & Handling

23.4.1 The Concessionaire shall be solely liable for the loss of any User Fee collected by it or its agents or servants whether by fraud, misappropriation, theft, accident, event of Force Majeure or any other event or circumstance whatsoever.



Additions Nil
Corrections Nil
Corrections Nil
Over Writing Nil
Deletions Nil

Signature of
Concessionaire
Authorized Signatory

Signature
EE/Sign-Envr 1

24. ESCROW ACCOUNT**24.1 Escrow Account**

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

24.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "Escrow Agreement") to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule O.

24.2 Deposits into Escrow Account

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

- (a) all monies received in relation to the Project from Banks, other lenders, shareholders and insurance companies;
- (b) all User Fee and any other revenues from or in respect of the Project, including the proceeds of any rentals, sub-licence premium, rent, deposits, capital receipts or insurance claims; and
- (c) all payments by the Authority after deduction of any outstanding Concession Premium.

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

24.3 Withdrawals during Concession Period

24.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month, then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

- (a) all Taxes due and payable by the Concessionaire for and in respect of the Project;
- (b) all payments relating to Construction Works, subject to and in accordance with the conditions, if any, set out in the Financing Agreements;
- (c) Concession Premium due and payable to the Authority;

Additions NIL
 Corrections NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions.....NIL


 Concessionaire


 Sports Divn-1

For: Worldstreet Sports Center Limited

Authorized Signatory

75
 116

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (d) O&M Expenses, subject to ceiling, if any, set forth in the Financing Agreements, in accordance with the Applicable Laws, Applicable Permits and Good Industry Practices;
- (e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- (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;
- (h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (i) any reserve requirement set forth in the Financing Agreements;
- (j) 70% (seventy percent) of the balance towards principal prepayment of Debt Due; and
- (k) balance, if any, in accordance with the instructions of the Concessionaire.

24.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 24.3.1 above except with the prior written approval of the Authority.

24.4 Withdrawals upon Termination

24.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

- (a) all Taxes due and payable by the Concessionaire for and in respect of the Project;
- (b) ninety per cent (90%) of the Debt Due excluding Subordinate Debt;
- (c) outstanding Concession Premium;
- (d) all payments and damages certified by the Authority as due and payable to it by the Concessionaire;
- (e) retention and payments relating to the liability for defects and deficiencies set forth in Clause 32;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;

Additions..... Nil
Corrections Nil
Correction slip..... Nil
Over Writing Nil
Deletions..... Nil


 Anil Kumar
 Concessionaire
 Anandeeva Engineers


 Anil Kumar
 Concessionaire

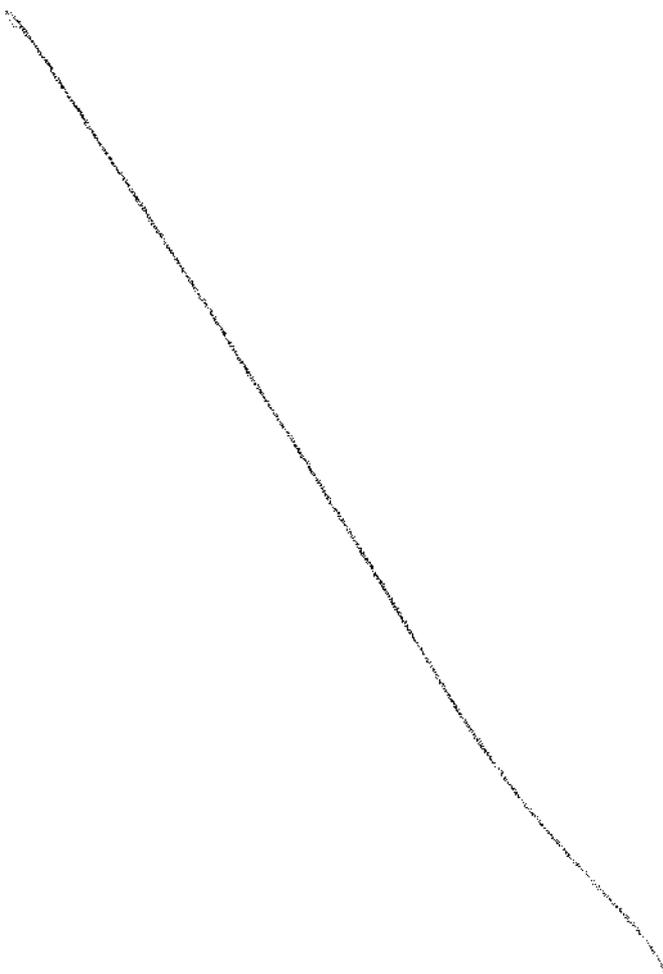
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DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (h) Incurred or accrued O&M Expenses;
- (i) any other payments required to be made under this Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire

Provided that no appropriation shall be made under sub-clause (j) of this Clause 24.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Clause 31.

24.4.2 The provisions of this Clause 24 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in clause 24.4.1 has been discharged.



Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil

[Handwritten Signature]
 Concessionaire

[Handwritten Signature]
 EE/Sports Devn-2

For Waterstreet Sports Center Limited

Authorised Signatory



DELHI DEVELOPMENT AUTHORITY
RFP Volume - II (Concession Agreement & Schedules)

25. INSURANCE

25.1 Insurance during the Concession Period

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

25.2 Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Concessionaire shall, during the Operations Period, procure and maintain Insurance Cover including but not limited to the following:

- (a) loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;
- (b) comprehensive third-party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;
- (c) the Concessionaire's general liability arising out of the Concession;
- (d) liability to third parties for goods or property damage;
- (e) workmen's compensation insurance; and
- (f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (e) above.

25.3 Notice to the Authority

No later than thirty (30) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the

Additions... NIL
 Corrections... NIL
 Correction slips... NIL
 Over Writing... NIL
 Deletions... NIL

(Signature)
 Director, Sports Center Limited

Authorized Signatory

EC/Sports/Inv-1

Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Clause 25. Within thirty (30) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

25.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Clause 25 shall be maintained with insurers on terms consistent with Good Industry Practice. Within fifteen (15) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least forty five (45) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

25.5 Remedy for failure to insure

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

25.6 Waiver of subrogation

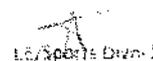
All insurance policies in respect of the insurances obtained by the Concessionaire pursuant to this Clause 25 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, nominated agencies, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

25.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, nominated agencies, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


Concessionaire


LE/Sports Divn-1

For Worldatreat Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

25.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 24.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery 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.

25.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with the conditions imposed under the insurance policies effected in accordance with the provisions of this Agreement.

Additions Nil
Corrections Nil
Correction of ps. Nil
Over Writing Nil
Omissions Nil

[Handwritten Signature]
Concessionaire

[Handwritten Signature]
TC/Supts. Dir. (I)

[Handwritten Signature]

26. ACCOUNTS AND AUDIT**26.1 Audited accounts**

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

26.1.2 The Concessionaire shall, within thirty (30) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter.

26.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the occupancy of the Project Facilities (b) User Fee charged and received and other revenues derived from the Project / Site / Project Facilities, (c) annual gross revenue earned from the Project / Site / Project Facilities, and (d) such other information as the Authority may reasonably require.

26.2 Appointment of auditors

26.2.1 The Concessionaire shall appoint and have during the subsistence of this Agreement as its Statutory Auditors, a reputed firm of its choice. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

26.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of forty-five (45) days to the Authority, subject to the replacement Statutory Auditors being appointed.

26.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "Additional Auditors") of its choice to audit and verify all those matters,

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire

For Worldstreet Sports Center Limited


EE/Sports Divn-I

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

26.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors.

26.4 Set-off

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

26.5 Dispute Resolution

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

Additions Nil
Corrections Nil
Correction slips Nil
Total Writing Nil
Deletions Nil

[Signature]
Concessionaire
Sports Center Limited

[Signature]
Ed/Sports Dev. I

[Signature]

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

27. FORCE MAJEURE

27.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 27.2, 27.3 and 27.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party"), of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

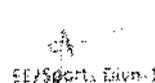
27.2 Non-Political Event

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

- (a) acts of God, epidemic, cyclone, flood, landslide, lightning, earthquakes, volcanic eruption, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site), exceptionally adverse weather conditions;
- (b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of twenty-four (24) hours and an aggregate period exceeding seven (7) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 27.3;
- (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (d) any failure or delay of an overseas contractor to deliver equipment in India if such delay or failure is caused outside India by any event specified in sub-clause (a) above and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such contractor;
- (e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or any contract, or (iii)

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


EE/Sports. Eivn-1

For World Trade Sports Center Limited

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

- (f) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (g) any event or circumstances of a nature analogous to any of the foregoing.

27.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;
- (c) industry-wide or State-wide strikes or industrial action for a continuous period of twenty-four (24) hours and exceeding an aggregate period of seven (7) days in an Accounting Year;
- (d) any civil commotion, boycott or political agitation which prevents collection of User Fee by the Concessionaire for an aggregate period exceeding seven (7) days in an Accounting Year;
- (e) failure of the Authority to permit the Concessionaire to continue the Construction Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- (f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (g) any Indirect Political Event that causes a Non-Political Event; or
- (h) any event or circumstances of a nature analogous to any of the foregoing.

27.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Authority:

- (a) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;
- (b) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- (c) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- (d) any event or circumstance of a nature analogous to any of the foregoing.

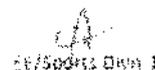
27.5 Duty to report Force Majeure Event

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

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 27 with evidence in support thereof;
- (b) the estimated duration and effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire


EC/Sports Div 1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

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

27.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 27.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

27.6 Effect of Force Majeure Event on the Concession

27.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfilment of Conditions Precedent and in Clause 21.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

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

- (a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- (b) after COD, whereupon the Concessionaire is unable to collect User Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Authority shall consider the impact of any such Force Majeure Event and provide appropriate remedies in accordance with the provisions of Applicable Laws.

27.7 Allocation of costs arising out of Force Majeure

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

27.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other any costs thereof;

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


 Concessionaire


 (If/Not to Print)

1/2/11

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RFP Volume- II (Concession Agreement & Schedules)

- (b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and
- (c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

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

27.7.3 Save and except as expressly provided in this Clause 27, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

27.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of one hundred and eighty (180) days or more within a continuous period of three hundred and sixty five (365) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Clause 27, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant fifteen (15) days' time to make a representation, and may after the expiry of such fifteen (15) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

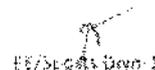
27.9 Termination Payment for Force Majeure Event

27.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to ninety per cent (90%) of the Debt Due less Insurance Cover.

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

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire


EE/Sports Devt-1

For Worldstreet Sports Center Ltd/Deu

87

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then eighty per cent (80%) of such unpaid claims shall be included in the computation of Debt Due; and
- (b) One hundred and ten per cent (110%) of the Adjusted Equity.

27.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 28.2 as if it were an Authority Default.

27.10 Dispute Resolution

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

27.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

27.12 Relief for Unforeseen Events

27.12.1 Upon occurrence of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the "Unforeseen Event"), any Party may by notice inform the other Party of the

Additions..... Nil
 Corrections..... Nil
 Correction slips.. Nil
 Over Writings..... Nil
 Deletions..... Nil

Concessionaire

EP/Projects/Con-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs, expense and revenues of the Project. Within fifteen (15) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and upon reaching agreement on occurrence thereof, deal with it in accordance with the provisions of this Clause 27.12. It is hereby clarified that any change in applicable Taxes will not be treated as an Unforeseen Event for the purpose of this Agreement.

27.12.2 Upon determination of the occurrence of an Unforeseen Event, the Parties shall make a reference to a sole Arbitrator, who shall be a retired high court judge and shall be appointed by agreement between the parties; failing such agreement between the parties, the sole Arbitrator shall be appointed by either a) Indian Council of Arbitration, New Delhi or b) Delhi High Court.

27.12.3 The sole Arbitrator referred to in Clause 27.12.2 shall conduct its proceedings in accordance with the provisions of Clause 37 as if it is an arbitration proceeding under that Clause, save and except as provided in this Clause 27.12.

27.12.4 The sole Arbitrator referred to in this Clause 27.12 shall conduct preliminary proceedings to satisfy itself that –

- (a) an Unforeseen Event has occurred;
- (b) the effect of such Unforeseen Event cannot be mitigated without a remedy or relief which is not contemplated in this Agreement;
- (c) the Unforeseen Event or its effects have not been caused by any Party by any act or omission or its part;

and if the sole Arbitrator is satisfied that each of the conditions specified hereinabove is fulfilled, it shall issue an order to this effect and conduct further proceedings under this Clause 27.12.

27.12.5 Upon completion of the conciliation proceedings referred to in this Clause 27.12, the sole Arbitrator may by a reasoned order make recommendations which shall be:

- (a) based on a fair and transparent justification;
- (b) no greater in scope than is necessary for mitigating the effects of the Unforeseen Event;
- (c) of no greater duration than is necessary for mitigating the effects of the Unforeseen Event; and

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire
For Worldstreet Sports Center, India


LE/Super Over-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

(d) quantified and restricted in terms of relief or remedy.

27.12.6 Within fifteen (15) days of receiving the order referred to in Clause 27.12.5, the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the sole Arbitrator for mitigating the effects of the Unforeseen Event and to procure implementation of the Project in accordance with the provisions of this Agreement. In pursuance hereof, the Parties may enter into a memorandum of understanding (the "MoU") setting forth the agreement reached hereunder, and the terms of such MoU shall have force and effect as if they form part of the Agreement. In the event the Parties fail to enter into MoU in accordance with this clause 27.12.6, then Dispute Resolution Procedure shall apply.

Additions Nil
Corrections Nil
Correction slips..... Nil
Clear Writing Nil
Deletions Nil

12/12/2017
Amit Sharma
Concessionaire

EE (Supply) Dept-1

12/12/2017

28. COMPENSATION FOR BREACH OF AGREEMENT

28.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 28.5, in the event of the Concessionaire being in Material Breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such Material Breach or default, within thirty (30) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 28.1 for any Material Breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority. In the event the Concessionaire defaults on the payment of compensation as provided in this Clause 28.1, the Authority reserves the right to invoke and forfeit the Bid Security declaration and/or Performance Security and/or Deemed Performance Security, as the case may be.

28.2 Compensation for default by the Authority

Subject to the provisions of Clause 28.5, in the event of the Authority being in Material Breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such Material Breach or default within sixty (60) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any Material Breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include, at the sole discretion of the Authority, interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such Material Breach or default but shall not include loss of User Fee revenues, debt repayment obligations or other consequential losses, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant. For further avoidance of doubt, the Compensation payable by the Authority shall not be in excess of the amount of Performance Security submitted by the Concessionaire as set forth in Article 9 of this Agreement.

28.3 Extension of Concession Period

Subject to the provisions of Clause 28.5, in the event that a Material Breach or default of this Agreement set forth in Clause 28.2 causes delay in achieving COD or leads to suspension of or reduction in the realisation of User Fee, as the case may be, the Authority shall, in addition to payment of compensation under Clause 28.2, extend the Concession Period, such extension in the Concession Period shall be considered and determined by the Authority at such time.

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


Et/Sp/Divn I

For Worldnet Sports Center (India)

Authorised Signatory

91

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

28.4 Compensation to be in addition

Compensation payable under this Clause 28 shall be in addition to, and without prejudice to, the other rights and remedies available to the Parties under this Agreement including Termination thereof.

28.5 Mitigation of costs and damage

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

Address: Nil
Correction No. Nil
Correction No. Nil
Copy Writing: Nil
Telephone: Nil

For WorldHeart Sports Club Limited

Concessionaire
Attharvesh Singhania

10/10/2010

143

29. SUSPENSION OF CONCESSIONAIRE'S RIGHTS**29.1 Suspension upon Concessionaire Default**

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect User Fee, and other revenues pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding one hundred and eighty (180) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of one hundred and eighty (180) days by a further period not exceeding ninety (90) days.

29.2 Authority to act on behalf of Concessionaire

29.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all User Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the O&M Expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 24.3.

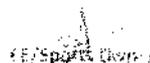
29.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations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

29.3 Revocation of Suspension

29.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding ninety (90) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the

Additions..... NIL
Corrections . . . NIL
Correction slips...NIL
Over Writing..... NIL
DeletionsNIL


Concessionaire


CE/Sports Division

For Wapinara Sports Center Limited

Authority's Signature

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

29.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding ninety (90) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

29.4 Substitution of the Concessionaire

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

29.5 Termination

29.5.1 At any time during the period of Suspension under this Clause 29, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 29.4, the Authority shall, within fifteen (15) days of receipt of such notice, terminate this Agreement under and in accordance with Clause 30 as if it is a Concessionaire Default.

29.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within one hundred and eighty (180) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 29.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

Additions..... Nil
Corrections..... Nil
Correction slip..... Nil
Over Writing..... Nil
Deletions..... Nil


 POC Worldstreet Sports Centre Limited
 Concessionaire


 (Signature)

30. TERMINATION

30.1 Termination for Concessionaire Default

30.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of sixty (60) days, the Concessionaire shall be deemed to be in default of this Agreement (the "Concessionaire Default"), unless the default of a material nature has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of fifteen (15) days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of one hundred and twenty (120) days;
- (c) the Concessionaire abandons or manifests intention to abandon the construction of Mandatory Facilities or operation of the Mandatory Facilities without the prior written consent of the Authority;
- (d) COD does not occur within the period specified in Clause 12.5.3;
- (e) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;
- (f) an Escrow Default has occurred, and the Concessionaire fails to cure the default within a Cure Period of thirty (30) days;
- (g) upon occurrence of any default under the Financing Agreements, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;
- (h) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;
- (i) the Concessionaire creates any Encumbrance in breach of this Agreement;
- (j) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

Additions..... Nil
Corrections... Nil
Correction slips... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire


Authority's Date: 1

For Worldstreet Sports Center Limited

Authorized Signature

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (k) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;
- (l) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;
- (m) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;
- (n) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;
- (o) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (p) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within ninety (90) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:
- (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and
 - (iii) each of the Project Agreements remains in full force and effect;
- (q) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;
- (r) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

Additional Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Shelving Nil

Asst. Secy. (Admin) Sports Complex Division

Delhi Development Authority

RFP/Sports/Div. 1

- (s) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;
- (t) the Concessionaire issues a Termination Notice in violation of the provisions of this Agreement; or
- (u) the Concessionaire commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

30.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant thirty (30) days to the Concessionaire to make a representation, and may after the expiry of such thirty (30) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 30.1.3.

30.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 30.1.2 to inform the Lenders' Representative and grant thirty (30) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding one hundred and eighty (180) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of one hundred and eighty (180) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire:

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of one hundred and eighty (180) days by such further period not exceeding ninety (90) days, as the Authority may deem appropriate.

30.2 Termination for Authority Default

30.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of ninety (90) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

Additions..... NIL
 Corrections..... NIL
 Correction slips: NIL
 Over Writing..... NIL
 Deletions.....NIL


 Concessionaire


 EE/Sports Divn-I

For Worldstreet Sports Center Limited

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

forty per cent (40%). The Parties also agree that for determining the Termination Payment under this Clause 30.3.3, only the expenditure comprising and up to the latest Project Milestone shall be reckoned.

- 30.3.4 Termination Payment shall become due and payable to the Concessionaire within ninety (90) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to three per cent (3%) above the Bank Rate on the amount of Termination Payment remaining unpaid, provided that such delay shall not exceed a further period of 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.
- 30.3.5 The Concessionaire expressly agrees that Termination Payment under this Clause 30 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.
- 30.3.6 An independent chartered accountant/ auditor and independent valuer shall be appointed by Authority, as the case may be, for audit of the accounts and construction the Concessionaire for arriving at the payments due for refund to the Concessionaire as above. The cost of the independent chartered accountant/auditor and independent valuer shall be deducted from the amount due for refund to the Concessionaire in terms of Clause 30.3.2(b) above.

30.4 Certain limitations on Termination Payment

- 30.4.1 Termination Payment due and payable under this Agreement shall be computed with reference to the Debt Due and Adjusted Equity, as the case may be, in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, the Parties agree that within a period of sixty (60) days from COD, the Concessionaire shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment. The Parties further agree that in the event such disaggregation is not notified to the Authority, the Equity and Debt Due shall be arrived at by adopting the proportion between debt and equity as specified in the Financing Agreements. It is further agreed that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed Seventy per cent (70%) of the Total Project Cost.

30.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- (a) take control of the Site, Project/Project Facilities forthwith;
- (b) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


SE/Sports Divn-1

For Weststreet Sports Center Limited

99

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;
- (d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 31.1; and
- (e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.
- (f) Notwithstanding the provision of clause 30.5(e), in the event of termination, prior to the expiry of the term of this Agreement as per clause 3.2.1, the tenure of the sub-licensees and the rights of the sub-licensee(s) under relevant Project Agreement(s) shall continue to subsist as the sub-licences were granted by the Authority and the Authority shall, for the remaining period of each sub-licence, be deemed to be the grantor of sub-licence by stepping into such sub-licence in pursuance to the Covenant in clause 5.2.4.

30.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 30.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money, damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

31. DIVESTMENT OF RIGHTS AND INTERESTS

31.1 Divestment Requirements

31.1.1 Upon Termination, the Concessionaire shall comply with and confirm to the following Divestment Requirements:

- (a) notify to the Authority forthwith the location and particulars of all the Project Assets;
- (b) deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;
- (c) cure all Project Assets, of all defects and deficiencies so that the Project is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- (d) deliver and transfer relevant records, reports, Intellectual Property and other licences pertaining to the Project and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;
- (e) transfer and / or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- (f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
- (g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

Additions..... NIL
Corrections..... NIL
Correction slips .NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


EE/Sports Diver 1

For: Wodusthant Sports Centre ned

101

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

31.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

31.2 Inspection and cure

Not earlier than ninety (90) days prior to termination but not later than fifteen (15) days prior to the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire of the time, date and place of such verification, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Clause 32 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Clause 31.

31.3 Cooperation and assistance on transfer of Project

31.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

31.3.2 The Parties shall provide to each other, nine (9) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of six (6) months after the Transfer Date.

31.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule Q (the "Vesting Certificate"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

Additions... NIL
Corrections... NIL
Correction slips... NIL
Cover Wholes... NIL
Drawings... NIL

For Witness Signatures of the
Concessionaire

11/Sept/2011

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

31.5 Deleted

31.6 Divestment costs

31.6.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Assets in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

31.6.2 In the event of any Dispute relating to matters covered by and under this Clause 31, the Dispute Resolution Process shall apply.

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil


Concessionaire


EE/Sports Divn 2

For Worldstar Sports Center Limited

Sports Dept. Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

32. DEFECT LIABILITY

32.1 Liability for defects for Mandatory Facilities

The Concessionaire shall be responsible for all defects and deficiencies in the Mandatory Facilities for a period of one hundred and twenty (120) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Mandatory Facilities during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of fifteen (15) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Mandatory Facilities conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within fifteen (15) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 32.2. For the avoidance of doubt, the provisions of this Clause 32 shall not apply if Termination occurs prior to COD.

32.2 Retention In Escrow Account

32.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.2.3, a sum equal to five per cent (5%) of the Gross Revenue for the year immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of one hundred and twenty (120) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 32.2.

32.2.2 Without prejudice to the provisions of Clause 32.2.1, the Independent Engineer shall carry out an inspection of the Project at any time between two hundred and ten (210) and one hundred and eighty (180) days prior to the Termination and if it recommends that the status of the Project is such that a sum larger than the amount stipulated in Clause 32.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid one hundred and twenty (120) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

32.2.3 The Concessionaire may, for the performance of its obligations under this Clause 32, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 32.2.1 or 32.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule F (the "Additional Performance Guarantee"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Clause 32. Upon furnishing of a Performance Guarantee under this Clause 32.2.3, the retention of funds in the Escrow Account in terms of Clause 32.2.1 or 32.2.2, as the case may be, shall be dispensed with.

33. ASSIGNMENT AND CHARGES

33.1 Restrictions on assignments and charges

33.1.1 Subject to Clauses 33.2, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

33.2 Permitted assignment and charges

The restrains set out in Clause 33.1 shall not apply to:

- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;
- (b) subject to clause 5.2.6, sub-lease/license of Commercial Facilities/built-up property on the Leased Premises;
- (c) creation of security over goods/assets including Project Facilities and their related documents of title and the associated development rights in the ordinary course of business of the Project, for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project, as permitted by the provisions of this Agreement.
- (d) assignment of rights (including development rights and rights over any receivable and/or revenue from the Project), interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement;
- (e) Concessionaire and its sub-lessee(s), if any, shall have the right to create Security Interest on its leasehold rights and on the built-up areas of the Commercial Facilities for securing the financial assistance from the Lenders; provided that any such assignment or Security Interest shall be consistent with the provisions hereof and the lender are made aware of the same.
- (f) liens or encumbrances required by any Applicable Law.

33.3 Substitution Agreement

33.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the "Substitution Agreement") to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule R.

Additions..... Nil
Corrections..... Nil
Correction slips.....Nil
Over Writing..... Nil
Deletions.....Nil


Concessionaire
For World Aquatics Sports Center Limited


Senior Lenders' Representative

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

33.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of one hundred and twenty (120) days to the Concessionaire for curing such breach.

33.4 Substitution by the Authority

33.4.1 In the event the Lenders' Representatives fail to appoint a Nominated Company substituting the Concessionaire in accordance with the provisions of Substitution Agreement within a period of thirty (30) days, then the Authority may, in its sole discretion, appoint such other company, through a process of competitive bidding in compliance with the Applicable Laws, substituting the Concessionaire which shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire.

33.5 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving sixty (60) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

Additions Nil
 Corrections Nil
 Correction slips..... Nil
 Over Writing Nil
 Deletions Nil


 Street 500, Concessionaire
 Concessionaire
 Authorised Signatory


 CL/Spots/Divn-1

34. CHANGE IN LAW**34.1 Increase in costs**

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore)¹⁵ and 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

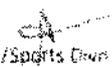
34.2 Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in

Additions NIL
Corrections NIL
Correction slips NIL
Over Writing NIL
Deletions NIL


Concessionaire


EE/Sports Devt

For Worldstreet Sports Centre Limited

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

34.3 Protection of NPV

Pursuant to the provisions of Clauses 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the Debt Due under its Financing Agreements.

34.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

[Handwritten signature]
Concessionaire

[Handwritten signature]
16/Sept/2011

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35. LIABILITY AND INDEMNITY

35.1 General indemnity

35.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Authority, designate GoI and GoG agencies and Authority owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties including Concessionaire's employees, for any loss, damage, cost, compensation and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of law or any of its obligations under this Agreement or any related agreement or due to any breach by the Contractors or sub-contractors appointed by the Concessionaire or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

35.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

35.2 Indemnity by the Concessionaire

35.2.1 Without limiting to the generality of Clause 35.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and Authority Indemnified Persons from and against any and all losses and / or damages arising out of or with respect to:

- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits; or
- (b) payment of Taxes required to be made by the Concessionaire in respect of the income or other Taxes of the Concessionaire's Contractors, suppliers and representatives; or

Additions..... NIL
Corrections NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


Concessionaire


EE/Sports DPM-1



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractor which are payable by the Concessionaire or any of its Contractors.

35.2.2 Without limiting the generality of the provisions of this Clause 35, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

35.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 35 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within fifteen (15) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

35.4 Defence of claims

35.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Clause 35, the

Additions... Nil
Corrections... Nil
Correct on Obs... Nil
Over Writing... Nil
Deletions... Nil

Delhi Development Authority
Concessionaire

E-1/2017/1000/1

Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

- 35.4.2 If the Indemnifying Party has exercised its rights under Clause 35.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonable withheld or delayed).
- 35.4.3 If the Indemnifying Party exercises its rights under Clause 35.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- (a) the employment of counsel has been authorized by the Indemnifying Party;
 - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
 - (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement.

Provided that if sub-clauses (b), (c) or (d) of this Clause 35.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action,

Additions... NIL
 Corrections... NIL
 Correction slips... NIL
 Over Writing... NIL
 Deletions... NIL


 Concessionaire


 12/09/15 Page 1

For Worldstreet Sports Center Limited

111

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

35.5 **No consequential claims**

Notwithstanding anything to the contrary contained in this Clause 35, the indemnities herein provided shall not include any claims or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

35.6 **Survival on Termination**

The provisions of this Clause 35 shall survive Termination.

Additional Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

Signature
Concessionaire
RFL Sports & Entertainment

Signature
Dt./Type/By

Signature

36. RIGHTS AND TITLE OVER THE SITE**36.1 Licence rights**

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole licensee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement. Provided that with respect to the Commercial Facilities, after the achievement of COD by the Concessionaire, the terms of the lease shall be governed by the Lease Deed in the form set forth in Schedule T.

36.2 Lease Rights over the Commercial Facilities

36.2.1 Upon receipt of Completion Certificate on the Commercial Facilities, or COD, whichever is later, the Authority shall execute a 99 (ninety-nine) year Lease Deed, in the form set forth in Schedule-T, in favour of the Concessionaire in respect of the Commercial Facilities so developed as a part of the project. The lease period shall start from the Scheduled COD of the Project (including any extension thereof).

36.2.2 The Commercial Properties shall be allowed to be transferred / occupied / utilised only after execution of the Lease Deed between the Authority and the Concessionaire.

36.2.3 The Concessionaire shall be allowed to pre-book the said commercial space to potential buyers at his own risk and cost, with no obligations / liability to DDA. The Concessionaire shall indemnify DDA for any liability on this account.

36.3 Access rights of the Authority and others

The Concessionaire shall allow free access to the Site at all times for the authorised representatives and vehicles of the Authority, Senior Lenders, and the Independent Engineer, and for the persons and vehicles duly authorised by any Government Authority to inspect the Project or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions.

36.4 Taxes and charges

The Concessionaire shall:

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

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire

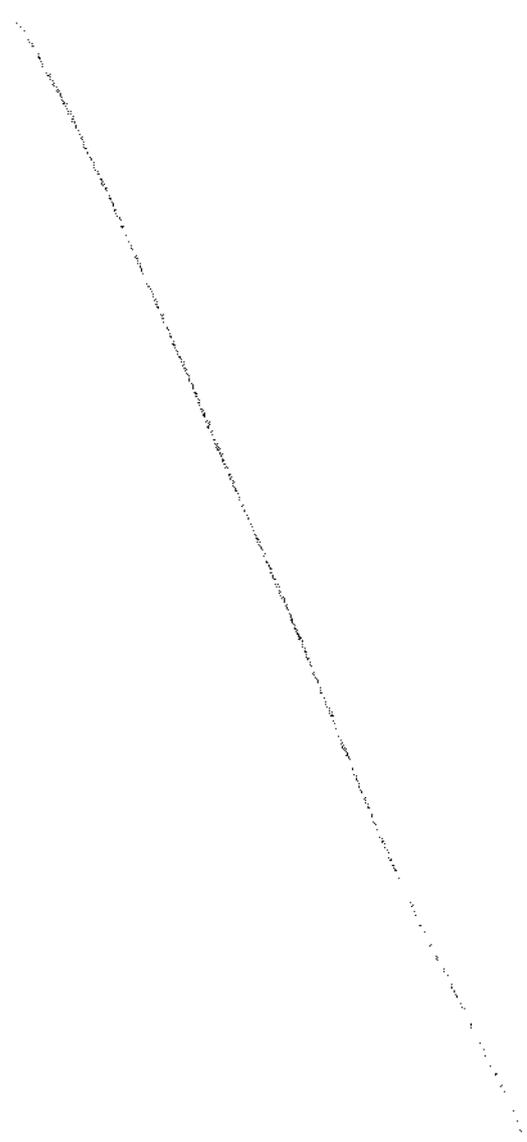

EC/Sports Divn-1

For Worldnet Sports Center Ltd. Ltd

113

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

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



Additions Nil
 Corrections..... Nil
 Corrections (less) Nil
 Over Writing Nil
 Deletions Nil

For: *(Signature)*
 Director, Delhi Development Authority
 New Delhi

SE/S&A/14, DDA/11

(Signature)

37. DISPUTE RESOLUTION

37.1 Dispute Resolution

37.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably by the parties through mediation/ conciliation. In case mediation/ conciliation process fails, the parties may appoint an arbitrator mutually or arbitrator may be appointed by EM/DDA from the listed Arbitrator in the DDA or may approach the Delhi International Arbitration Centre (DIAC), formerly Delhi High Court Arbitration Centre for settlement of disputes by Arbitration or may approach the court for appointment of Arbitrator as per law.

37.1.2 The Arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 37 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

37.1.3 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

37.1.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire

For Worldstreet Sports Center Limited


CE/Spots/Div 1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

38. DISCLOSURE

38.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme, the Maintenance Requirements and the Safety Requirements (hereinafter collectively referred to as the "Specified Documents"), free of charge, during normal business hours on all working days at the Site and the Concessionaire's registered office. The Concessionaire shall prominently display at the Site, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

38.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's registered office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

38.3 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 38.1 and 38.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 38.1 and 38.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

Additions Nil
Corrections Nil
Correction slips . . . Nil
Over Writing Nil
Deletions Nil

For Worldstreet Sports Center Limited

Gandhi Signature
Authorized Signatory

EC/Sports Divn-1

39. REDRESSAL OF PUBLIC GREVIANCES

39.1 Complaints Register

- 39.1.1 The Concessionaire shall maintain a public relations office at each of the Project Facilities where it shall keep a register (the "Complaint Register") open to public access at all times for recording of complaints by any person (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each of the Project Facilities so as to bring it to the attention of all Users.
- 39.1.2 The Complaint Register shall be securely bound, and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.
- 39.1.3 Without prejudice to the provisions of Clauses 39.1.1 and 39.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

39.2 Redressal of complaints

- 39.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.
- 39.2.2 Within seven (7) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

Additions..... NIL
 Corrections..... NIL
 Correction slips...NIL
 Over Writing NIL
 Deletions..... NIL

[Signature]
 Concessionaire

[Signature]
 EE/Sports Dwn-3

For Worldstreet Sports Center Limited

117

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

40. MISCELLANEOUS

40.1 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 New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

40.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

40.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under Applicable Laws.

40.4 Delayed payments

40.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such

period is specified, within thirty (30) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to four per cent (4%) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

40.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

40.5 Waiver

40.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

40.5.2 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 there-under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

40.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- (b) the Authority shall not be liable to the Concessionaire by reason of any review, comment approval, observation or inspection referred to in sub-clause (a) above.

Additions..... NIL
 Corrections..... NIL
 Correction slips.. NIL
 Over Writing... .. NIL
 Deletions..... NIL


 Concessionaire


 EL/Spd's In-1

For Worldstreet Sports Centre Limited

119

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

40.7 Exclusion of Implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

40.8 Survival

40.8.1 Termination shall:

- (a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

40.8.2 All obligations surviving Termination shall only survive for a period of three (3) years following the date of such Termination.

40.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposal shall be deemed to form part of this Agreement and treated as such.

40.10 Severability

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

unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

40.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

40.12 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

40.13 Successors and assigns

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

40.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand/registered post to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number or the e-mail address as the Concessionaire may from time to time designate by notice to the Authority.

Attention:
 Designation:
 Address:
 Fax No:
 Email:

Addition..... NIL
 Corrections..... NIL
 Correction slips..... NIL
 Over Writing..... NIL
 Deletions..... NIL


 Concessionaire


 EE/SP/EC Divn. I

For Worldstreet Sports Centre Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the authorised representatives of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in the same city as Authority, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier

Attention:

Designation:

Address:

Fax No:

Email:

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

40.15 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

40.16 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

SE(P)/CE(Sports)

41. DEFINITIONS

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

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year except in the first and the last calendar year of the subsistence of this Agreement;

"Act" shall have the meaning ascribed to it in Clause 37.3.1;

"Actual Project Cost" means the combined capital cost incurred, by Concessionaire after Appointed Date, on the construction of Mandatory Facilities;

"Additional Auditors" shall have the meaning ascribed to it in Clause 26.2.3;

"Additional Performance Security" shall have the meaning ascribed to it in Clause 32.2.3;

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

- (a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Total Project Cost, revised to the extent of one half of the variation in Price Index occurring between the first day of the month of Appointed Date and the Reference Date;
- (b) from COD and until the fourth (4th) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the **"Base Adjusted Equity"**) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in Price Index occurring between COD and the Reference Date; and
- (c) after the fourth (4th) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by zero-point one percent (0.1%) thereof at the commencement of each month following the fourth (4th) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in Price Index occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire
For Worldstreet Sports Centre Limited


EE/Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of Price Index shall continue to be made;

"Affected Party" shall have the meaning ascribed to it in Clause 27.1;

"Agreement" or **"Concession Agreement"** means this agreement, including the recitals, Schedules and documents appended hereto, as amended, supplemented or modified from time to time in accordance with the provisions hereof;

"Applicable Laws" means all laws, rules, regulations, notifications, guidelines, orders, directions, circulars and/or directives brought into force and effect by the GoI or State Government including GoG or any municipal, administrative and / or local government authority, and also includes any judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licences, permits, authorisations, no objection certificates, consents, occupancy certificate, approvals and exemptions required to be obtained or maintained by the Concessionaire under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement;

"Appointed Date" means the date on which the Financial Close is achieved and every Condition Precedent is either being satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

"Associate" or **"Affiliate"** means, in relation to either Party and / or Selected Bidder, a person who controls, is controlled by, or is under the common control with such Party or Selected Bidder [as used in this definition, the expression "control" means, with respect to a person which is a company or corporation,

- (a) the ownership, directly or indirectly, of more than fifty per cent (50%) of the voting shares of such person; or
- (b) holding more than fifty per cent (50%) of the voting rights of such person by virtue of an agreement; or
- (c) power to govern the policy decisions of such person under statute or an agreement; or
- (d) to appoint or remove the majority of members of the board of directors; or

(e) to cast majority of votes at a meeting of the board of directors; and

with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"Authority Default" shall have the meaning ascribed to it in Clause 30.2.1;

"Authority Indemnified Persons" shall have the meaning ascribed to it in Clause 35.1.1;

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

"Award" shall have the meaning ascribed to it in Clause 37.1.2;

"Bank" means a bank incorporated in India having a minimum net worth of Rupees one hundred and thousand crore (INR 1000,00,00,000) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

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

"Bid" means the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof;

"Bid Due Date" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposal;

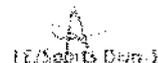
"Bid Security" means the security provided by the selected Bidder to the Authority along with Bid, in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

"Board of Directors" means board of Directors of the Concessionaire, as constituted from time to time;

"Built Up Area" shall have the meaning ascribed to it in DDA building byelaws and amendments thereto. Further the Built-Up Area shall be limited to built-up area considered for Floor Area Ratio calculations by statutory authorities in approving the building plans of the project and which have already been issued occupancy certificate;

Additions NIL
 Corrections NIL
 Correction slips NIL
 Over Writing NIL
 Deletions NIL


 Concessionaire


 EE/Sports Divn-1

For Worldstreet Sports Center Limited

Authorised Signatory
 Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

"Change in Law" means the occurrence of any of the following after the Bid Date:

- (a) The enactment of any new Indian law;
- (b) The repeal, modification or re-enactment of any existing Indian law;
- (c) The commencement of any Indian law which has not entered into effect until the Bid Date; or
- (d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date,

"Change in Ownership" shall have the meaning ascribed to it in Clause 5.3.1;

"Change of Scope" shall have the meaning ascribed to it in Clause 16.1.1;

"Change of Scope Notice" shall have the meaning ascribed to it in Clause 16.2.1;

"Change of Scope Order" shall have the meaning ascribed to it in Clause 16.2.3;

"Commercial Operation Date" or **"COD"** shall have the meaning ascribed to it in Clause 15.1.1;

"Commercial Facilities" means the facilities such as hotels, indoor/outdoor theme park, family entertainment centre, multiplex, restaurants, shopping areas, food courts, retail area or any other commercial facility etc. which the Concessionaire may, in its discretion and subject to Applicable Laws, construct or provide or procure for benefit of Users at the Site, and which are permitted to be constructed as per this Agreement and are in addition to the Mandatory Facilities specifically mentioned in this Agreement;

"Complainant" shall have the meaning ascribed to it in Clause 39.1.1;

"Complaint Register" shall have the meaning ascribed to it in Clause 39.1.1;

"Completion Certificate" shall have the meaning ascribed to it in Clause 14.2;

"Concession" shall have the meaning ascribed to it in Clause 3.1;

"Concession Premium" shall have the meaning ascribed to it in Clause 22.3;

"Concession Period" means the period starting on and from the Appointed Date and ending on the Transfer Date;

"Concessionaire Default" shall have the meaning ascribed to it in Clause 30.1.1;

"Concessionaire's Representative" means the Person appointed by Concessionaire under Clause 5.10;

"Conditions Precedent" shall have the meaning ascribed to it in Clause 4.1;

Additions: Nil
Corrections: Nil
Correction Slip: Nil
Over Writing: Nil
Deletions: Nil

M/s. Wankar Sports & Retail Limited

Concessionaire
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Official Seal

"Construction Period" means the period beginning from the Appointed Date and ending on Commercial Operation Date;

"Construction Works" means all the Works and things necessary to complete the Mandatory Facilities in accordance with this Agreement;

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

"CPI (IW)" means the Consumer Price Index for Industrial Workers as published by the Labour Bureau, Government of India and shall include any index which substitutes the CPI (IW), and any reference to the CPI (IW) shall, unless the context otherwise requires, be construed as a reference to the CPI (IW) published for the period ending with the preceding quarter;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement;

Provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer to accord their approval;

"Damages" shall have the meaning ascribed to it in sub-clause (y) of Clause 1.2.1;

"DBFOT" or "Design, Build, Finance, Operate and Transfer" shall have the meaning ascribed to it in Recital B;

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

- (a) the principal amount of the debt provided by the Senior Lenders and drawn down by the Concessionaire under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two (2) years prior to the Transfer Date; and

Additions..... NIL
Corrections..... Nil
Correction slips.....NIL
Over Writing..... Nil
Deletions..... Nil

[Signature]
Concessionaire
For Worldstreet Sports Center Limited

[Signature]
IE/Sports Div-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one (1) year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default.

Provided further that the Debt Due shall in no case exceed seventy percent (70%) of the Total Project Cost;

"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"Detailed Project Report" or **"DPR"** means the detailed design, Drawings, specifications and engineering report for the Mandatory Facilities set forth in Schedule H;

"Development Permits" means all clearances, licences, permits, authorisations, no objection certificates, occupancy certificates, consents, approvals and exemptions required to be obtained by the Authority under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement;

"Development Period" means the period from the Effective Date until the Appointed Date;

"Directors" means directors of the Concessionaire who shall be appointed in accordance with the Companies Act, 2013, and **"Director"** shall be construed accordingly;

"Dispute" shall have the meaning ascribed to it in Clause 37.1.1;

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

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

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

Additions Nil
 Corrections Nil
 Corrections shown Nil
 Over Writing Nil
 Deletions Nil

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

For Sports Devt

"Drawings" means all the drawings, calculations and documents pertaining to the Mandatory Facilities as annexed to the Detailed Project Report, and shall include 'as built' drawings of the Project;

"Easement" means all easements, reservations, Right-of-Way, utilities and other similar rights as to the use of real property which are necessary or appropriate for the conduct of activities by Concessionaire related to the Project;

"Effective Date" means date of signing of this Agreement;

"Emergency" means a condition or situation that is likely to endanger the security on or about the Project, including Users thereof, or which poses and immediate threat of material damage to any of the Project Assets, and includes a threat to public order or national security;

"Encumbrance" means in relation to the Project, any encumbrance or security interest, including without limitation any claim, mortgage, debenture, charge (legal or equitable, fixed or floating), pledge, lien, hypothecation, option, restriction, right to acquire or similar right, assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including any retention arrangement), beneficial ownership (including usufruct and similar entitlements), public right, common right, wayleave, easement, any provisional or executorial attachment and any other direct interest held by any third party, or any agreement to create any of the foregoing and shall include physical or legal obstructions or encroachments on the whole or any part of the Site or third party claims or rights of any kind attaching to the whole or any part of the Site or any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, and **"Encumber"** shall be construed accordingly;

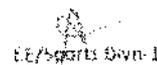
"EPC Contract" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and construction of the Project in accordance with the provisions of this Agreement;

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

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

Additions NIL
Corrections NIL
Correction slips.....NIL
Over Writing NIL
Deletions NIL


Concessionaire


EE/Sports Devt-1

For Worldstreet Sports Center Limited

129

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DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

"Escrow Account" means an account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement and includes the sub-accounts of such Escrow Account;

"Escrow Agreement" shall have the meaning ascribed to it in Clause 24.1.2;

"Escrow Bank" shall have the meaning ascribed to it in Clause 24.1.1;

"Escrow Default" shall have the meaning ascribed to it in Schedule O;

"Financial Close" means fulfilment of all the Conditions Precedent to the initial availability of funds under the Financing Agreements;

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

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

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, including any hedging arrangements in case of off shore borrowings and includes amendments or modifications made in accordance with Clause 5.2.3;

"Force Majeure" shall have the meaning ascribed to it in Clause 27.1;

"Force Majeure Costs" shall have the meaning ascribed to it in Clause 27.7.2;

"Gov" means the Government of India;

"Good Industry Practices" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and

Addition Nil
Correction Nil
Correction (for) Nil
Over Writing Nil
Deletion Nil

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Concessionaire
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Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient Project Assets;

"Government Authority" means Gov, GoG or any State Government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial, quasi-judicial or administrative body, central, state, or local authority or statutory body including Panchayat, having jurisdiction over the Concessionaire, the Project, the Project Assets and the Works or any part thereof or the performance of all or any of the services, obligations or covenants of Concessionaire under or pursuant to this Agreement or any portion thereof;

"Gross Revenue" means total revenue received in a year, before any deductions or allowances, cost of goods sold, taxes, etc.

"Indemnified Party" shall have the meaning ascribed to it in Clause 35.3;

"Indemnifying Party" shall have the meaning ascribed to it in Clause 35.3;

"Independent Engineer" shall have the meaning ascribed to it in Clause 20.1;

"Indirect Political Event" shall have the meaning ascribed to it in Clause 27.3;

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

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

"Key Managerial Personnel", with reference to the Concessionaire, has the meaning as assigned to such term under the Companies Act, 2013;

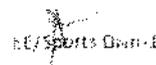
"License Fee" shall have the meaning ascribed to it in Clause 22.4;

"Lenders' Representative" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"Licensed Premises" shall have the meaning set forth in Clause 10.2.2;

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... Nil
Deletions..... NIL


Concessionaire


EE/Sports Div-I

For Worldstreet Sports Center Limited

131

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

"Leased Premises" shall have the meaning ascribed to it in Clause 3.1.4;

"Lease Deed" means the deed to be executed between the Authority and the Concessionaire, substantially in the form set out in Schedule T pursuant to which the Authority shall lease to the Concessionaire the Commercial Facilities developed on the Site, vesting the Concessionaire with vacant possession and all rights relating thereto for a period of 99 (ninety-nine) years, starting from the Scheduled COD (including any extension thereto);

"LOA" or "Letter of Award" shall have the meaning ascribed to it in Recital D;

"Maintenance Manual" shall have the meaning set forth in Clause 17.3.1;

"Maintenance Programme" shall have the meaning set forth in Clause 17.4.1;

"Maintenance Requirements" shall have the meaning set forth in Clause 17.2;

"Mandatory Facilities" means the Outdoor Stadium, Indoor Stadium, Sports Club and common infrastructure facilities such as landscape, structures, pavement and walkways, vehicle parking, drainage facilities, sign boards, electrical, mechanical, civil, sanitation and other works, telephone, other communication equipment, laboratories with equipment, other equipment, technology at the Site / relating to the sports infrastructure to be fully developed under the development obligations of the Concessionaire in respect of the Project as mentioned in the RFP document and in the Schedule C of this Agreement;

"Master Plan" is a graphic representation/conceptual layout of the land development, arrangement of buildings, utilities, parking, drives, landscape structures and any other structure that is part of the Project.

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

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

"Nominated Company" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"Non-Political Event" shall have the meaning ascribed to it in Clause 27.2;

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

Addition Nil
Correction Nil
Correction slip . . . Nil
Cover Writing . . . Nil
Delivery Nil

For Authorisation Sports Centre Limited
Concessionaire
Authorised Signatory

EE/Sports/Ann-1

"O&M Contract" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations related to the Mandatory Facilities;

"O&M Contractor" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire related to the Mandatory Facilities;

"O&M Expenses" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premium for insurance, (d) all Taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"O&M Inspection Report" shall have the meaning ascribed to it in Clause 19.2;

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

"Performance Security" shall have the meaning ascribed to it in Clause 9.1.1;

"Permissible Non-sporting Activities" shall mean the following activities and events which are permitted to be undertaken in the Outdoor Stadium and Indoor Stadium as provided in Clause 17.11:

- i. Music shows/ concerts / Drama/ Dance shows;
- ii. Exhibitions/ Trade Fairs / Art shows;
- iii. Corporate/Institutional Events;
- iv. Gatherings of non-religious and non-political nature;
- v. Film Festivals, Cultural Festivals; and
- vi. Any activity analogous to the above.

"Political Event" shall have the meaning ascribed to it in Clause 27.4;

"Price Index" shall comprise:

- (a) seventy percent (70%) of WPI; and
- (b) thirty percent (30%) of CPI (IW).

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire


EE/Sport. Own-1

For Worldstreet Sports Center Limited

Authorized Signatory

133


DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

which constituents may be substituted by such alternative index or indices as the Parties may by mutual consent determine;

"Project" or "Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on Design, Build, Finance, Operate and Transfer (DBFOT) Basis" means, subject to the provisions of this Agreement, the (i) designing, financing, construction, implementation, completion, commissioning, marketing, operation, management and transfer of the Project Facilities and all activities incidental thereto, such as engineering, testing, commissioning and insurance etc., by the Concessionaire during the Concession Period; (ii) entering to licence or development agreements with respect of development of Commercial Facilities (iii) determination, demanding, charging, collecting, retaining and appropriating and revision of User Fee by the Concessionaire and (iv) the transfer of the Project Facilities by the Concessionaire to the Authority or its nominated agency at the end of the Concession Period by efflux of time or prior termination;

"Project Agreements" means this Agreement, Financing Agreements, EPC Contract, O&M Contract, sub-licence and any other material agreements or contracts entered into or hereafter be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement and Substitution Agreement;

"Project Assets" means and comprise of all tangible and Intangible assets relating to the Project / Project Facilities as the case may be excluding land but including and not limited to:

- (a) rights over the Site in the form of licence, Right of Way or otherwise;
- (b) each of tangible assets comprising the Project Facilities such as civil works and equipment including foundation, embankments, buildings, structures, super structures, constructions, additions, alterations or improvements etc. thereof, landscape structures, pavement and walkways, drainage facilities, sign boards, milestones, electrical, mechanical, civil, sanitation and other works, telephone, other communication equipment, laboratories with equipment, other equipment, technology at the Site / relating to the Project;
- (c) financial assets of the Project such as receivables, cash and investments, security deposits for utilities, User Fee etc.;
- (d) rights of the Selected Bidder / Concessionaire under the Project Agreements and other agreements relating to the Project entered into by the Concessionaire;
- (e) proceeds from insurance policies taken by the Concessionaire in relation to the Project Facilities;

Additions..... Nil
Corrections..... Nil
Correction sheet..... Nil
Over Writing..... Nil
Deletions..... Nil

For World's First Sports Quarter Limited

(Signature)
Company Secretary

(Signature)
FC/Sports/14/Dir-1

- (f) all Applicable Permits, affiliations and authorizations relating to or in respect of the Project; and
- (g) movable assets of the Project / Project Facilities, movable property, things and goods like equipment, machinery, fittings and fixtures etc.

"Project Completion Schedule" means the progressive Project Milestones set out in Schedule G for completion of the Project on or before Scheduled Completion Date;

"Project Components" shall have the meaning ascribed to it in Clause 14.3.2;

"Project Development Fee" shall have the meaning ascribed to it in Clause 22.1.1;

"Project Facilities" means all facilities developed as part of the Scope of Work described in Schedule B including as further described in Schedule C and will also include any other facilities developed during the Concession Period at the Site;

"Project Milestone" shall have the meaning ascribed to it in Schedule G;

"Provisional Certificate" shall have the meaning ascribed to it in Clause 14.3.1;

"Punch List" shall have the meaning ascribed to it in Clause 14.3.1;

"Reference Exchange Rate" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Panaji by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Panaji by the Bank of India and the Bank of Baroda;

"Related Party" with reference to the Concessionaire, has the meaning as assigned to such term under the Companies Act, 2013;

"RFP" or "Request for Proposal" shall have the meaning ascribed to it in Recital C;

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

"Rupees" or "Indian Rupees" or "INR" means the lawful currency of the Republic of India;

"Safety Requirements" shall have the meaning ascribed to it in Clause 18.1.1;

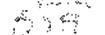
Additions NIL
 Corrections NIL
 Correction slips NIL
 Over Writing NIL
 Deletions NIL


 Concessionaire


 Sports Devt

For Worldswest Sports Center Limited

Authorized Signatory
 11/11/2013

135


DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

"Schedule" means any of the schedules appended to this Agreement;

"Scheduled Completion Date" shall have the meaning ascribed to it in Schedule G;

"Scope of the Project" shall have the meaning ascribed to it in Clause 2.

"Selected Bidder" means any entity or a consortium of entities that has been successful in the bidding process for the Project;

"Senior Lenders" means the financial institutions and banks, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interest of the Concessionaire;

"Site" shall have the meaning ascribed to it in Clause 10.1;

"Special Purpose Company" or **"SPC"** shall mean the Concessionaire;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Mandatory Facilities, as set forth in Schedule D, and any modifications thereof, or additions thereto, as included in the Detailed Project Report for the Mandatory Facilities submitted by the Concessionaire to, and expressly approved by, the Authority;

"Specified Documents" shall have the meaning ascribed to it in Clause 38.1;

"State" means the National Capital Territory of Delhi and **"State Government"** means the Government of National Capital Territory of Delhi;

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, and appointed in accordance with Clause 26.2.1;

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

- (a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and
- (b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to five per cent (5%) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six

Additions..... NIL
Corrections..... Nil
Correction sheets..... Nil
Over Writing..... Nil
Deletions..... NIL


 Anshu Chandra
 Concessionaire
 Authorized Signatory


 Anshu Chandra
 EC/Sports Deptt.


 Anshu Chandra
 136

(6) month LIBOR (London Inter Bank Offer Rate) plus two per cent (2%) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one (1) year prior to the Transfer Date;

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

"Substitution Agreement" shall have the meaning ascribed to it in Clause 33.3;

"Suspension" shall have the meaning ascribed to it in Clause 29.1;

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

"Taxation Authority" means any Government Authority having or purporting to have power or authority to impose, levy and/or collect Tax;

"Termination" means the expiry or termination of this Agreement and the Concession hereunder;

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

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

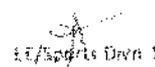
"Tests" means the tests as set forth in Schedule I to determine completion of the Project in accordance with the provisions of this Agreement and such additional tests determined by the Independent Engineer / Authority in accordance with the Good Industry Practices which are required to determine the completion of the Project;

"Total Project Cost" means the lowest of:

- (a) the combined capital cost of the Mandatory Facilities, as set forth in the Financial Package; and
- (b) Actual Project Cost; and
- (c) a sum of INR350 crore (Rupees three hundred and fifty crore).

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing NIL
Deletions NIL


Concessionaire


EE/Sports Divn 1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Provided that in the event Price Index increases, on an average, by more than three per cent (3%) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in Price Index, in excess of such three per cent (3%), is reflected in the Total Project Cost;

Provided further that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in Price Index or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement;

Provided also that the Total Project Cost shall not exceed the actual capital cost of the Project upon completion of the Project;

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

"Unforeseen Event" shall have the meaning ascribed to it in Clause 27.12.1;

"User" means any person using the Project or any part thereof on payment of fee or in accordance with the provisions of this Agreement and / or Applicable Laws, and includes any guest, visitor, user, or customer;

"User Fee" means the charges, tariffs, prices, fees, commissions, royalties, rentals, rates, premiums, deposits, licence fees any other revenues from or in respect of the Project, including the proceeds of any rentals, premium, rent, deposits, capital receipts etc. and all sources of revenue or amounts of money by whatever name called that is payable at any time and from time to time by any User to the Concessionaire in respect of the Project Assets or under or pursuant to this Agreement;

"Vesting Certificate" shall have the meaning ascribed to it in Clause 31.4;

"Works" means the works under and in accordance with the provisions of this Agreement relating to design, development of Site, construction, completion, testing and commissioning of the Mandatory Facilities (the "Construction Works"), and the O&M Works, collectively or singularly as the context may admit or require, including the technology, services and things to be designed, engineered, constructed, installed, equipped, supplied, executed, manufactured, completed, tested, commissioned, rectified, replaced, made good, carried out and undertaken in respect of the Project / Project Facilities and any other permanent, temporary or urgent works required hereunder; and

Additions . . . Nil
Corrections . . . Nil
Correction slip . . . Nil
Over Writing . . . Nil
Deletions . . . Nil



 Concessionaire



 Delhi Development Authority



 Delhi Development Authority

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GoI and shall include any index which substitutes the WPI, and any reference to the WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

Signed for and on behalf of:

Signed for and on behalf of:

Authority (Delhi Development Authority)

[Concessionaire]

By:

By:

(insert name and designation)
(Address)
(e-mail address)

(insert name and designation)
(Address)
(e-mail address)

In the presence of:

(signature of witness)

(signature of witness)

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


Concessionaire


EE/Sports Divn-1

For Akshayapat Sports Center, New Delhi

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

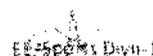
The Authority has commenced changes in MPD-2021 for the Project and the overall permissible area available for the development will be as given below :

Site Area (SQM)= (61.433 ACRES)		248610.53	
PLOT AREA FOR TRUMPET AS PER ZONAL PLAN (SQM)		20000	
NET PLOT AREA FOR DDA MULTI PURPOSE SPORTS ARENA (SQM)		228610.53	
S.No.	DESCRIPTION	Allowable	Area in sqm.
1	Permissible FAR	40	91,444.21
2	Permissible Area for Commercial development @ 35% of Allowable FAR	35%	32005.47
3	Balance FAR of Sports Arena and Support Development	65% (Maximum)	59439.21
	Balance FAR of Sports Arena and Support Development (~ 4439 sq.mt differential area from 65% is left for common area development)	(Minimum)	55000
4	Proposed Ground Coverage of Integrated Multi-Purpose Sports Arena	20	49722.11

Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire

For Worldstreet Sports Center Limited


EE-Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Schedule B – Scope of the Project
(See Clause 2.1)

The following facilities shall constitute the scope of work for the Concessionaire:

S. No.	Project Components	Facilities (Indicative, but not exhaustive, details are provided below)
1	Mandatory Facilities	<ul style="list-style-type: none"> i Outdoor Stadium- Minimum 30000 seating capacity International Cricket cum Football Stadium / Football Stadium. ii Indoor Sports Facility – Multi-Sports facilities with 2000 seating capacity iii Other Sports Facility- Facility should include but not limited to Swimming Pool, Tennis, Badminton, Squash, Table Tennis other than main stadium for Cricket cum Football or Football. iv Club House Facility -Membership based Sports club with minimum 3000 membership. Other Sports Facility can be part of Club House amenities.
2.	Commercial Facilities	<p>Under Commercial Facilities the Concessionaire is permitted to develop retail, hotel, hospitality facilities, commercial office space, supporting sports development .</p> <p>Residential or township development is not permitted under Commercial Facilities.</p> <p>MPD 2021 and MPD 2041 should be referred for permitted development on the Site. Changes under MPD 2021 as applicable for the Project defining permitted commercial development shall be a part of Condition Precedent for the Authority. DPR approved by the Authority as per Schedule H shall be treated as actual development components under Commercial Facilities.</p>

Additions: Nil
Deletions: Nil
Correction (cls): Nil
Over Writing: Nil
Deletions: Nil

For Concessionaire Sports Center and Club

Concessionaire
Authorized Signatory

EE/Sports Div. 1

Schedule C – Project Facilities for Mandatory Facilities
(See Clause 2.1)

The Project Facilities for the Project should conform with the standard and specification provided in Schedule –D and should also ensure that structural stability of the building should not be less than 60 years.

FACILITIES: -

- (i) Landscaped forefront
- (ii) Administrative facilities for corporate office including Internet.
- (iii) Changing facilities, Travel Desk, STD/ISD, Press Lounge.
- (iv) Technical facilities such as plant room, electric substation, stores, electric
- (v) power back-up-system, fire hydrant etc.
- (vi) Gate complex for stipulating entry and exit.
- (vii) Information booths.
- (viii) Parking
- (ix) Public Convenience.
- (x) Public Address System.
- (xi) First aid with doctor on call facilities.
- (xii) Security office and booths for security arrangements.
- (xiii) Storage complex for custom storage and handling etc.
- (xiv) Fire safety arrangements
- (xv) Locker facilities
- (xvi) Telephone, WI-Fi and other relevant infrastructure
- (xvii) Facilities for physically disabled persons
- (xviii) Sewage and sanitation facilities;
- (xix) water supply and distribution;
- (xx) paved interconnecting roads and lanes;
- (xxi) Ticket counters
- (xxii) Toilets - 1 WC per 100 visitors. Out of the total toilets 70% shall be toilets for men (out of which 60% shall be the urinals) and 30% for women.
- (xxiii) Tree plantation and green areas;
- (xxiv) refreshment facilities;
- (xxv) Parking as per applicable building regulations and public facility;
- (xxvi) and such other facilities as may be necessary and required to establish and operate and the Project in accordance with the Specifications and Standards.

Before the DPR is approved by the Authority, the Authority may add/delete/change the minimum facilities mentioned above, which the Concessionaire shall be required to incorporate in the DPR

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

Signature
Concessionaire

Signature
EE/Sports Devt

For WorldAxeel Sports Center Limited

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RFP Volume- II (Concession Agreement & Schedules)

Schedule D – Specifications and Standards for Mandatory Facilities
(See Clause 2.1)

Specifications and Standards for the Mandatory Facilities

The Concessionaire shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Mandatory Facilities and shall always adhere to Good Industry Practice.

Annex - I

The Project shall conform to the applicable provisions, principles and guidelines laid down under:

- (a) Specifications specified for Sports Infrastructure under the relevant Guidelines, rules and regulations issued by Government of India, Ministry of Youth Affairs and Sports, Sports Federation and bodies for respective sports, as updated time to time;
- (b) Regulations and approvals under the Environmental Protection Act, 1986, as amended from time to time;
- (c) Latest amended National Building Code of India, other relevant IS Codes and practices, Development Control Rules, FSI Limits, statutory requirements, laws of land, the principles of Good Industry Practice and any other norms as applicable from time to time.

In addition to above, Mandatory Facilities shall conform to latest applicable Indian guidelines/ norms like National Building code (NBC) INDIA, MORT&H, IRC Codal Practices, CPHEEO manual, Bureau of Indian Standards (BIS) etc. The reference list of standards and codes adopted in concept design & master plan shall be submitted to the Authority along with DPR. Some of the codes and standards are listed below, these are indicative:

- URDPFI Guidelines
- Bureau of Indian Standards (BIS) for Engineering
- Town and Country Planning Act
- Municipal and applicable by-laws of state/local governing bodies.
- MoEF - Ministry of Environment, Forest and Climate Change (Government of India), for environmental considerations in development projects
- Development Guidelines - prescribed particularly in GO No. 119
- LEED India (Leadership for Environment and Development)
- GRIHA - (Green Buildings Rating System India)

And any other applicable and prevailing national/international codes and standards

- a. **Cricket Stadium / Football Stadium** –with 30000 spectators seating capacity inclusive of VIP Stand with Lounge and Public Amenities.
- b. **Outdoor Sports**
 - i. Swimming Pool – 50m, 8 Lanes
 - ii. Mini Futsal Ground

Additions Nil
Corrections Nil
Correction slip . . . Nil
Over Writing . . . Nil
Deletions Nil

Delhi Development Authority
Corporate Office
Sector 16, Connaught Place, New Delhi - 110088

Project Director
Delhi Development Authority

2/2/20

- iii. Basketball Courts
- iv. Volleyball Courts
- v. Tennis Court
- c. **Indoor Sports Facilities**
 - i. Badminton Hall
 - ii. Table Tennis
 - iii. Squash
 - iv. Billiards
 - v. Multipurpose Training Hall
 - Boxing Ring
 - Judo
 - Taekwondo
 - vi. Fitness Centre
- d. Site Development including all External Services and Protective Works

The project is required to be designed and constructed to the standards of an international training cum match facility with the provisions catering to the internationally Approved guidelines for design of Stadia, Design of Arena Spaces, Design of Spectator Seating, Lighting, Fire and Life Safety, Security provisions and Air Quality and Ambient Conditions.

In addition to these criteria, all local building rules, Pollution Control Norms, Water, Ground Water Usage, Fire Safety requirements, and Environment Safety norms shall be applicable.

Ambient conditioned air quality monitoring shall be done as per the latest ASHRAE standards.

The Stadium, Indoor and Outdoor Sports complex and Sports Hostel shall be comparable in all respects with international standard professional contemporary sports stadia recently constructed or under construction, and meet with the requirements of all applicable National Building Codes and Standards as well as the United Kingdom's Guide to Safety of Sports Grounds (The Green guide) as published by HMSO.

The design shall comply with the relevant provisions of National Building Code 2016 (NBC 2016) with the latest amendments. For materials and specification not mentioned NBC, the EPC Contractor may follow relevant international standards (BIS, BS, ASTM, DIN, EN etc). For special sport related components relevant standards of respective International Sports Federation shall be followed.

43. Design Requirements

Seating Bowl (Cricket/Football, Outdoor, Indoor & Swimming)

The total minimum ground spectator capacity upon completion is as follows:

- (i) Cricket /Football ~ 30,000 seats
- (ii) Outdoor Sports

Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


EC/Sports Divn 1

For Worldstreet Sports Center Limited

145

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DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (iii) Indoor Sports
(iv) Swimming Pool

This excludes seat kills from camera positions, obstructions and excludes seating in restaurant and lounges. The functional requirements are summarised here:

- A variety of seating types will be configured playfield, consisting of a combination of general admission seating, members seating, private boxes, dine & view seating and press seating.
- Seating for people with disabilities will be available within each seating category and distributed at various locations within the seating bowl.

Seating Standards Adopted

General spectator seating (colour to be selected) shall comprise fixed non-combustible polypropylene seats with backs.

Tread width

- Lower Bowl – 850 mm
- Upper Bowl – 850 mm
- Corporate Boxes- 900 mm

Riser Height

- Maximum riser height – 590 mm

Seat spacing

- General seating – 450 mm
- VIP & Corporate Boxes- 600 mm

Disabled Seating Provision

- Based on Total Capacity - 0.5%, disabled wheelchair positions, plus career seat adjacent each wheel- chair position

Numbering System

- Each row to have luminous Row Numbering system on each aisle Step.
- Each aisle to have a full width Luminous Strip Integral with the Nosing to each step.

Seating

The positioning of vomitories shall facilitate an even evacuation of the bowl in emergencies; so that statutory egress times can be achieved. For all seating tiers, maximum 28 seats per row between gangways shall be adopted, though this might be increased to 30-34 seats on radial seating areas.

The stands shall be set out to ensure all parts of the field are visible to all spectators with a maximum gradient of 30 to minimise the potential of vertigo in the spectators.

Sightline Criteria

The sightline from the eye level of every spectator shall not be inferior to the following two criteria as defined below. The eye level is defined as a point 1150 mm above the floor level and 90mm forward of the rear of each seating plat, centered on the seat location.

Sightline Standard 1

The spectator seats should provide a minimum sightline quality of 3¼" or 90mm (C90), VIP seating and hospitality box seating should provide a minimum sightline quality of 4¼" or 120mm (C120). The focus of the sight line shall be established for each stadium based on the sport and the standards established by each sporting body allowing complete viewing of the Field of Play

Sightline Standard 2

Sightlines shall be uninterrupted by any solid part of any balustrade or balustrade mounted signage panel except as following: Any metal balustrade that interrupts the sightline shall be of "open" construction so that less than 20% of its area presents a solid obstruction when measured normal to the sightline, the remaining 80% being unobstructed.

High Ball Criteria

A sightline from eye level for all spectators shall have uninterrupted viewing angle of 30 ° to the ground.

Architectural Design Objectives

The major design issues that will need to be addressed as a result of the development are as follows:

- Careful consideration will be given to the bowl geometry, seat spacing, and access to amenities to provide optimum levels of comfort and viewing standards for all patrons.
- The composition of the external envelope will incorporate issues of context, transparency, climate and durability into the design.
- The public concourse areas of the Stadium are to be designed to be as open as possible whilst retaining a sense of shelter and security.
- All elements of the Stadiums are to be unified by a roof structure where the emphasis will be placed upon simplicity of the structure and slenderness of the edges.
- The Stadium shall indicate a strong and impressive architectural form reflecting its function.
- The design shall achieve regulatory standards to NBC, Green guide and Fire Engineering in relation to access and egress under normal and emergency conditions.

Additional..... NIL
Corrections..... NIL
Correction Slips.....NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire

For Worldstreet Sports Center Limited


Et/Sport Divn-1

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RFP Volume- II (Concession Agreement & Schedules)

- A variety of hospitality spaces is to be available to members, public and corporate patrons including dining and lounges.
- Both the external and internal concourses shall facilitate continuous circulation around the Stadium to the appropriate entry.
- The stadium is to provide an 'active edge' and engage with the local surroundings to provide a destination 365 days a year.
- The stadium is to be of a high architectural standard with a contextual relationship to its surroundings. Urban Design of the immediate surroundings is to be developed to compliment the stadium and to create a lively, social environment.

Roof Design (Indoor Sports Facility & Outdoor Stadiums)

The roof should be designed to be an architectural statement that reflects the aspirations of modern design within the Delhi context whilst providing an economical, lightweight structure that covers Premium spectators. Careful consideration shall be given to ensuring that the shadow cast by the roof on the field of play in the outdoor stadiums is minimised to provide the optimum growing conditions for the natural grass pitch. The functional criteria of the roof is summarised as follows:

- Vertical 'drip line' cover from the roof will be provided for calculation of Cover the Total seating. The Stadium shall provide protection from wind, rain and sun to minimise adverse effects for all users.
- To provide an iconic and sculptural form that is identifiable from a distance.
- To produce an elegant, light and efficient structure with Polycarbonate, Aluminium or Fabric that offers connectivity to the surrounding environment.
- The use of glass, polycarbonate or ETFE/PTFE Fabric will provide additional ambient natural light onto the spectator areas below as well as reducing the shadow intensity onto the pitch.
- The roof shall be column free over the seating bowl to ensure no obstructed views from the seat bowl caused by roof supports.

Roof Services and Roof Access (Indoor Sports Facility & Outdoor Stadiums)

The roof will house the following services and access provisions:

- House lighting and Emergency Lighting supported from the circumferential service zone.
- Provision for PA Speakers supported from the circumferential service zone.
- Architectural Lighting
- Microwave dishes and associated cabling supplied by TV Broadcasters. The final location is to be finalised.
- Lightning protection to be provided.
- Cable trays to be provided for roof services / cables
- Cleaning of the roof, including the glass / ETFE will require water hose cocks and water supply, phone outlets and power outlets. These are to be provided at each access point onto the roof.
- A life safety line no less than 2000mm from all edges is to be provided to all roofs.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

Indoor Sports Center Ltd. Ltd.
Concessionaire

Indoor Sports Center Ltd.

Façade Design (Outdoor Stadiums)

- The entries shall be read from the same architectural language with their own individual identity.
- The external façade massing and form shall be designed to mediate between the macro size of the stadium and the context at a human scale.
- The facades shall be designed such that they will maintain a maximum amount of visual transparency through the external envelope when viewed from both sides.
- No reflective or tinted glass shall be used. Clear glass or glass with a similar level of light transmittance is acceptable.
- Enhanced solar performance glazing is required to all external glazing to internal air-conditioned spaces.
- The main concourse façade system is to maintain maximum transparency from both internal and external. A lesser amount of solid panels shall be used to provide a level of solar protection. The facade has a high level of transparency. The underside of the upper tier will be visible through the façade.
- The face of the stairs and ramps shall be designed to allow for the addition of large external signage banners.
- The facades shall be designed to achieve a comfortable level of thermal performance to the main serviced elements of the building.
- Facades shall respond to the environmental conditions and relate to their specific orientation.

Façade Design (Indoor Sports Facility)

- The external façade massing and form shall be designed to mediate between the macro size of the stadium and the context at a human scale.
- The facades shall be designed such that they will maintain a maximum amount of visual transparency through the external envelope when viewed from all sides.
- Enhanced solar performance glazing is required to all external glazing to internal air-conditioned spaces.
- Dry Stone / Tile cladding will be provided as per Architectural requirements.

Environmental / ESD Requirements

The design and construction of the Stadium will incorporate principles of Ecologically Sustainable Development. This will appropriately incorporate environmentally responsible materials and processes at the time of design/construction and to reduce energy consumption and adverse effects on the environment in both construction and operation which are financially viable.

44. Site Requirements

A Master Plan strategy is being developed through consultations and workshops with the stakeholders and consultants and through discussions held with local bodies regarding the development application.

Additions..... NIL
Corrections NIL
Correction slips ..NIL
Over Writing NIL
Deletions..... NIL


Concessionaire


FE/Sports Devt-1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- The playing field is to be oriented within the optimum parameters for field orientation. Orientation should also maximise external circulation / evacuation space. To maximise the multi-use nature of the field the relevant sporting codes have indicated the following field of play orientations are acceptable:
- On-site parking to be provided for non-event day. This parking will serve as an enhancement to the surrounding developments. On an event day, use of these car parks will be restricted. The public plaza of the stadium should create an area for pedestrian circulation and other activities. Any adjacent car parks and kerbing to be designed to accommodate pedestrian flow and the finishes of the car park will be integral with the plaza so it appears as one space, but should align with local road policy. In addition, dedicated stadium parking will be provided for administration, operations, media, team, and possibly VIP parking.
- Event day vehicular access to the site will need to be accommodated within the design as it will be required primarily for media, services and operational teams, VIPs and emergency vehicles.
- Boulevard-type atmosphere. The plaza is to be designed as an open space to allow for maximised and safe pedestrian circulation during events. Some hard landscaping components, such as benches, may be integrated in strategic locations to enhance the plaza and break down the scale of the open space.
- Power outlets for plaza use to be incorporated into the enclosure of the stadium exterior.
- The main public entries to be located to respond to the largest influx of spectators.
- Provisions for local weather and topographical conditions based on the consultant's recommendations and as reviewed with the local council.
- Environmentally sustainable design: Provisions for storm water retention to be included.
- Storage tanks to be included for fire protection, capacity to be confirmed.
- Provision for large external Video Boards.

45. Field of Play

A minimum of 2 emergency vehicle access routes onto the playing field, 6 meter wide and fitted with suitable security gates, shall be provided.

Cricket Ground

The ICC minimum standards for new cricket grounds are as follows.

The Field

The playing area shall be a minimum of **A = 150 yards (137.16 metres)** from boundary to boundary square of the pitch, with the shorter of the two square boundaries being a minimum of **B = 65 yards**

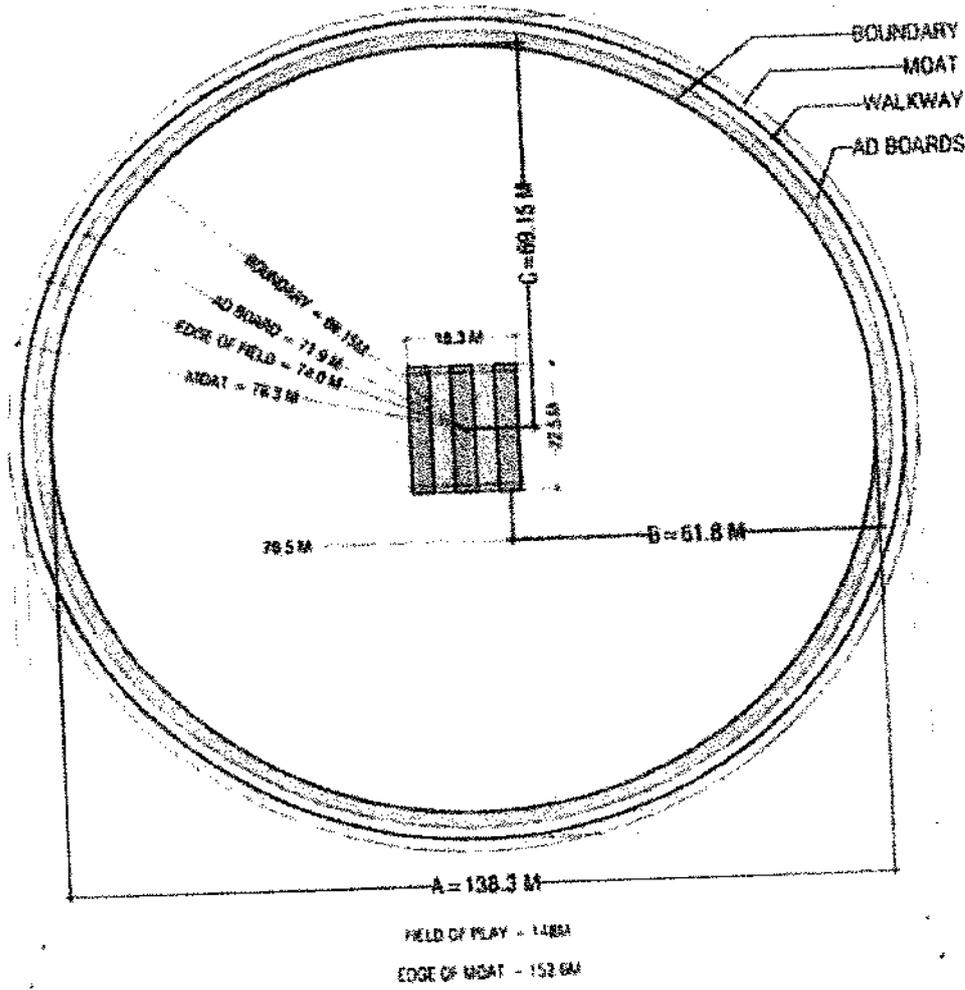
(59.43 metres). The straight boundary at both ends of the pitch shall be a minimum of **C = 70 yards (64.00 metres)**. Distances shall be measured from the centre of the pitch to be used.

Additional Nil
Corrections Nil
Corrections Nil
Over Words Nil
Total Nil

Concessionaire

Amberkhal Sports Pvt

FE/Sports, Div. 1



The playing surface shall be reinforced natural grass incorporating permanent drainage and irrigation points.. The field and pitch must drain well and the grass be cut short to result in a fast outfield.

The Pitch

Pitches will be orientated north to south. A total of 5 pitches will be provided with the spacing of 3.66 meters between the pitches.

Additions..... NIL
 Corrections..... NIL
 Correction slips..... NIL
 Over Writing..... NIL
 Deletions..... NIL

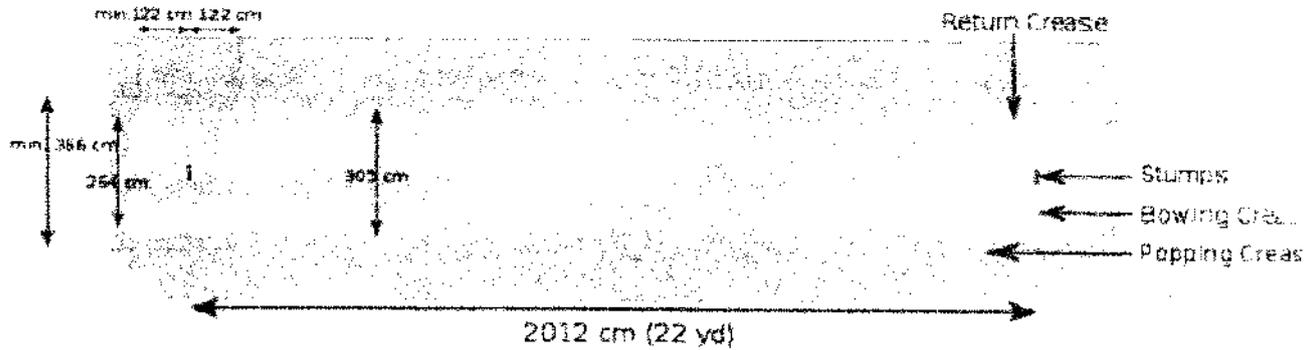
Concessionaire

EE/sports Div. 1

For Worldstreet Sports Center Limited

Authorized Signatory

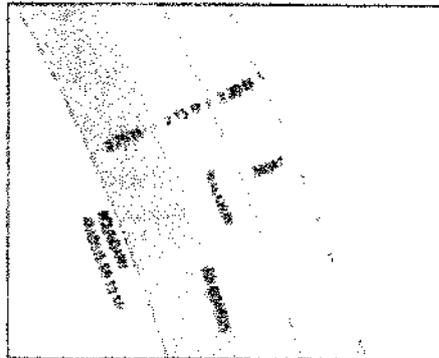
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The pitch should have 'true bounce' throughout for the duration of the game, and be of reasonable pace. The pitch cover shall be provided to cover all pitches and shall have a raised rim built into its edge, and have 4 discharge outlets at its corners to allow water that collects on the cover during rain to be discharged into the field drainage system. The bowler's run-ups shall be provided with adequate covers.

Boundary & Moat

The boundary shall be a minimum distance of 3 yards (2.74 m) inside the perimeter fencing, advertising signs, or first obstruction.



ENLARGED PLAN

A continuous Fence / Moat will be provided around the stadium in front of the spectator seating.

It is important under emergency circumstances to allow access across the moat on to the playing area and therefore a method of bridging the 'gap' will be incorporated, either on a permanent or temporary basis.

Additions . . . Nil
Corrections . . . Nil
Correction Slip: Nil
Over Writing . . . Nil
Durations . . . Nil

[Handwritten Signature]
Concessionaire

[Handwritten Signature]
C.A.
C.I/Sport: Duv 3

46. SPECTATOR FACILITIES

Capacity (Indoor Sports Facility & Outdoor Stadiums)

The approximate net seating distributions, including wheelchair positions as currently planned are listed in the table below. It is proposed to offer various levels of season ticket and associated amenity packages which will be incorporated into the General Admission and VIP seating configurations.

The following table is based on a stadium capacity for each sport.

Seating	Approx Capacity	Comments
General Admission	70%	Public Seating
VIP Members	15%	Seating for premium members
VVIP Members	5%	Reserved Suite for special invitees
Disabled (0.5%) + Companion seating (0.5%)	1%	Distributed across all seating categories and locations.
Corporate Suite seating	9%	North + South Pavilion

General seating requirements

A variety of seating types will be configured around the playing field, consisting of a combination of general admission seating, reserved seating, corporate seating including corporate boxes and suites, press seating and team seating.

- Total net capacity of at least 17,500 spectators. The seating capacity net figure excludes 'seat kills' associated with camera positions, written media seats, team benches and team coaches' accommodation.

General admission seating

New general admission seating shall meet the following criteria:

- Bucket seats with backs (Not in Scope)
- Seats to have a spacing of 450mm minimum when measured centre to centre.

Corporate suite seating

- The term "suite" refers to the enclosed Air Conditioned private hospitality space with fixed pitch view seating in front of the suite glazing. Suites shall be located to allow an excellent viewing angle to the pitch.
- Each suite shall be an enclosed space with direct access to seating located in front of the glazed line with a full width shelf unit positioned at front of suite, under window together with a recessed ceiling for mounting TV monitors above.
- Total 15 private/corporate suites, seating minimum of 20 persons in indoor / outdoor seating shall be provided.
- Spectator seating per private suite shall be accommodated in two / three rows of tiered seating.

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions..... NIL

[Signature]
 Concessionaire
 for Worldstreet Sports Center Limited

[Signature]
 Lt/Sports Divn-2

Approved Signatory

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- Toilet facility in each box will be provided including provision for toilet exhaust. Further toilets for male, female and disabled spectators will be provided separate to the Corporate Suites in multiple locations easily accessible from all boxes.

VIP seating

- The term VIP seating refers to the open seating located within the seating bowl contained by a rail and consisting of 3000 seats.
- Dedicated access to VIP seating areas away from general seating concourses.
- Dedicated male and female toilets are to be provided in close proximity to the seating.
- Access to dedicated dining facilities is to be provided from the VIP area.

Accessible (Disabled Seating)

Seating for People with Disabilities will be distributed at various locations within the seating bowl within all seating categories and all tiers of the stadium. The criteria to be allowed for are:

- Wheelchair and helper: 1% of capacity, which is made up of 0.5% for wheelchair and 0.5% for helper. Space allowance for wheelchair and assistant shall be 1300mm x 900mm and shall have an accelerated sightline condition to allow unobstructed view of the field of play to a comparable standard of patrons within the stadium whilst seated or standing.
- Wheelchair seating areas will be conveniently located for toilet and concession stand access. Elevators and ramps shall be utilized where necessary to provide wheelchair/handicap access to the various levels.
- Other facilities: Lowered counters at ticket booths, separate entry for disabled

Public & Corporate Dining Rooms (Cricket Stadium)

The public and corporate dining areas will provide the following amenities:

- Club Restaurant and View Room will be provided with access to the Corporate & VIP seating.
- Dining Room will be provided on the corporate box level with external views.
- Catering kitchens and other support space will be provided adjacent to the function rooms, as required to provide superior food product and service.
- All dining rooms and lounges will be air-conditioned.
- Provision for Television monitors shall be located throughout the dining rooms and lounge areas.
- Club Restaurant and View Room will also be fitted out with appropriate technologies for PA services and wiring will allow for easy use of plug-in mobile audio visual equipment.
- Dining rooms and Lounges to have either Field view or external view.
- Dining rooms to have separate lockable storage for marketing equipment and audio-visual equipment.

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

For Northstar Sports Center Limited

Concessions
Public and Corporate

EEISports Deptt

- Toilets to dining rooms will be in close proximity to each dining room.
- Separate chair stores will be provided adjacent to the dining rooms.

a. **Public Toilet facilities (Indoor Sports Facility & Outdoor Stadiums)**

Adequate public toilets shall be provided throughout the stadium evenly distributed off the public concourses located behind the seating tiers.

- The general number of facilities shall be based on the number of spectators per individual fixture. The ratio of spectators to fixtures shall be based on 66.6 percent male and 33.4 percent female attendance based on the public capacity of the area of the ground served by the toilets.
- Toilets will be provided containing mirrors, toilet partitions, fixtures, general lighting and ventilation etc.
- Separate disabled toilet rooms will be provided. They will accommodate a wheelchair and include accessible height water closets and grab bars, etc.
- Washrooms will be generally equally distributed in the public concourses and must be of durable construction and easy maintenance.
- Final fixture count to be based upon International Plumbing Code:

Male Toilets			Female Toilets	
Urinals: Replace 50% of EWC with urinals (Sec 419.2)	WC's: 1 per 75 for first 1500 and 1 per 120 for remaining	Basins: 1 per 200 persons	WC's: 1 per 40 for first 1520 and 1 per 60 for remaining	Basins: 1 per 150 persons

- Urinals shall be provided in the male toilets in addition to WC's. Mirror, soap dispensers, lavatories, toilet partitions and coat hooks shall also be provided.
- Public toilets shall be served with cold water only.
- Cleaner's rooms with a service sink and storage shall be provided to service the toilet blocks.
- The detail design of the public toilets shall allow for at least two entrances and preferably a one-way circulation system through the area where possible.
- Toilet blocks will be distributed proportionately around the concourses to minimise travel distances.
- Toilet block entrances and exits to the concourses shall be fitted with lockable gates to allow for their closure when not in use and during non-peak events.
- All toilet fittings shall be durable.
- All pipework, conduit and flush valves within public toilet blocks are to be concealed.

Additions..... Nil
 Corrections... Nil
 Correction slips... Nil
 Over Writing... Nil
 Deletions... Nil

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 Concessionaire

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 EESports Team 1

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RFP Volume- II (Concession Agreement & Schedules)

- Unisex family/PWD toilet rooms will be provided at each concourse level in close proximity to wheelchair platforms. These rooms will house a standard WC pan with horizontal side grab rail and hand wash basin.
- All toilets shall be equipped with general lighting and exhaust.
- Floors are to be graded to floor waste and finished in a non-slip ceramic or vitrified tile over water proof membrane.
- All walls are to be tiled over waterproof membrane including all reveals and end walls.
- All cubicles are to incorporate laminated heavy-duty toilet partitions, vandal proof fittings and concealed vandal proof flush.
- Filtered Drinking Water Facility will be provided with each toilet block as per NBC norms

b. Corporate & VIP Toilets (Indoor Sports Facility & Outdoor Stadiums)

VIP Seating / Dining areas and Private Box toilets shall be of a higher quality finish. Fixtures shall, where practicable be provided based on the following:

Male Toilets			Female Toilets	
Urinals: Replace 50% of EWC with urinals (Sec 419.2)	WC's: 1 per 75 for first 1500 and 1 per 120 for remaining	Basins: 1 per 200 persons	WC's: 1 per 40 for first 1520 and 1 per 60 for remaining	Basins: 1 per 150 persons

- Corporate Box and Suite toilets shall have hot and cold-water service
- Appropriate unisex disabled toilet facilities, including grab rails, sinks, etc. shall be provided adjacent to the wheelchair seating areas on the basis of 1 per 10 wheelchair spaces.
- Cleaner's rooms with a service sink and storage shall be provided to service the toilet blocks.
- All toilet fittings shall be durable.
- The PA system will be capable of broadcasting match commentary within the toilet blocks; an override function will enable emergency and information broadcasts and allows for muting to the toilet areas if required.
- All pipework, conduit and flush valves within public toilet blocks are to be concealed
- All toilets shall be equipped with general lighting and exhaust.
- Floors are to be graded to floor waste and finished in a non-slip ceramic or vitrified tile over water proof membrane.
- All walls are to be tiled to 2100mm height over waterproof membrane including all reveals and end walls.

Additions: Nil
Corrections: Nil
Correction slip: Nil
Over Writing: Nil
Deletions: Nil

For Director, Sports & Entertainment

Authorized Signatory

EE/Sports Div 1

- All cubicles are to incorporate laminated heavy-duty toilet partitions, vandal proof fittings and concealed vandal proof flush.
- Filtered Drinking Water Facility will be provided with each toilet block as per NBC norms

c. Merchandising outlets (Indoor Sports Facility & Outdoor Stadiums)

Merchandising outlets shall be provided at locations within the public concourses.

- All merchandising stands shall be provided with power, telephone, data, drain and water connections.
- 1 point of sale per 375 spectators for general seating areas.
- Additional locations will be identified along the concourses for providing temporary kiosks with provision of power, telephone and data.

d. Public first aid rooms (Indoor Sports Facility & Outdoor Stadiums)

Satellite first aid stations will be distributed throughout the public concourses. Spectators requiring more extensive treatment and/or x-rays will be evacuated by ambulance to local hospitals.

- All first aid stations will have double leaf doors designed to accommodate stretcher access.
- A priority access route will be identified through the venue, preferably utilising back of house access for transfer of patients from the pitch and public levels.
- All first aid rooms will be accessible to wheelchair users;
- All first aid rooms will be clearly signed posted and easily locatable.
- Work counter with sink and hot/cold water, power, data, and telephone outlets to be provided.
- The Main First Aid Room on the service level to be provided with 'Deluge Shower' for burns victims.

e. Signage/graphics (Indoor Sports Facility & Outdoor Stadiums)

A comprehensive, visible, readable, flexible and effective signage system shall be provided both outside and inside the building. The graphics shall be coordinated with those for the entire complex and provide signing as follows:

- Direction to and identification of Stadium entrances including Gates, ticket booths, turnstiles and special entrances.
- Signage within the Stadium to indicate Levels, Rooms, Aisles, Rows and Seat numbers; to be integrated with the ticketing and seat numbering system to provide a simple and easily understood method for spectators finding their seats.
- Direction to and identification of toilets, first aid rooms, exits, Police, Security and other public facilities.
- Direction to and identification of vending facilities (merchandising, food and beverage,

Additions..... Nil
Corrections..... Nil
Correction slip..... Nil
Over Writing..... Nil
Deletions..... Nil


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For Worldstreet Sports Center Limited

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

etc.

- Direction to and identification of all cafes, Bars, dining rooms, function rooms, club rooms and corporate facilities.
- All signage to be provided including all back of house areas, Coaches, Players facilities, Car parks, Kitchens, stores, operations and plant rooms.
- External signage should meet with the local planning authority guidelines.
- Each entry point and exit gate to be named.
- Road markings and signage to be included.

f. Match Day Public Information Office (Indoor Sports Facility & Outdoor Stadiums)

Match Day Public Information Office to be provided. It is to be accessible both externally and internally to the ground. This facility will be used for Lost Children, Lost & Found etc. All power, data, and telephone outlets shall be provided.

g. Ticketing Windows (Indoor Sports Facility & Outdoor Stadiums)

Ticketing windows will be provided at all Main Gates into site. Non-event day ticket sales will be provided in Administrative area

- Secure entry / exit for staff members with optional safe room.
- Each unit will be provided with electricity/phone/data connections as required.
- Dedicated accessibility counter at each ticket office.

h. Public Telephones (Indoor Sports Facility & Outdoor Stadiums)

Public telephone booths shall be located on the main concourse adjacent to the entry points. These shall be free standing units and shall be contained within acoustic shrouds at designated locations close to the main entry points.

- Space and cabling for public telephones shall be provided on the public concourses, club and private box levels.
- Provide telephone handsets, power and data to complete installation.

i. Banking ATM Facilities (Indoor Sports Facility & Outdoor Stadiums)

Provide facilities which will include electricity, data and secure service rooms to rear for the installation of Automatic Teller Machines on Level 1 located within wall near each of the entries, with one additional machine to be accessible from outside the ground.

- In additional ATM's to be located on concourses
- Banks to provide facilities, equipment and machines

j. TV Monitors (Indoor Sports Facility & Outdoor Stadiums)

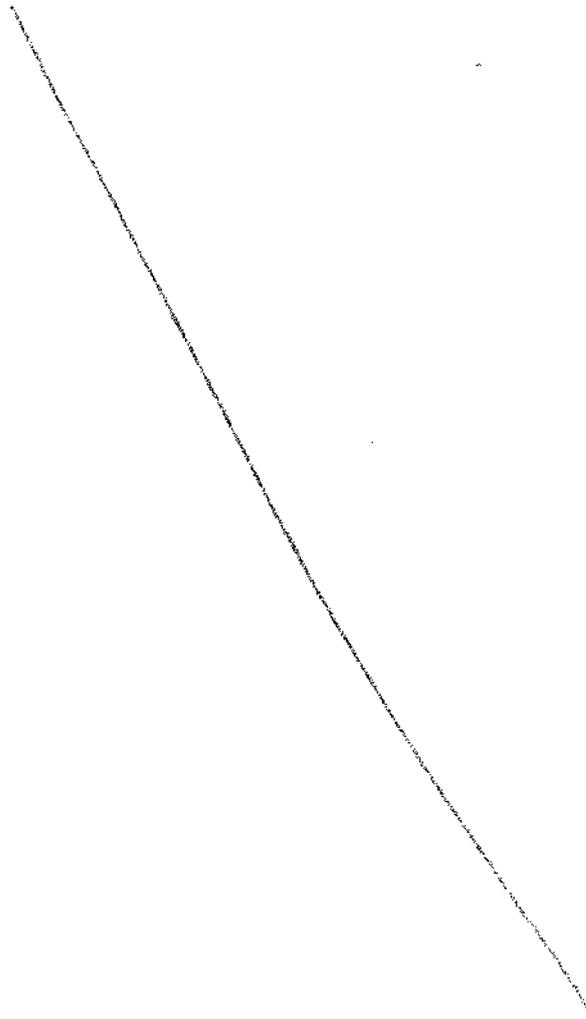
Additions Nil
Corrections Nil
Correction slip . . . Nil
Over Writing Nil
Deletions Nil

Delhi Development Authority
Indoor Sports Facility & Outdoor Stadiums
Concessionaire

FC/Sports (non-1)

Provision of Space and Support for large size Flat Screen TV monitors, including all power, data and MATV cabling requirements should be located in the following locations:

- Throughout the public concourse
- Within the dining rooms
- Adjacent to food and beverage concessions.
- Within all Corporate Suites
- Players Areas
- Public
- lobbies



Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions.....NIL

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 Concessionaire

For Worldstreet Sports Centre Limited

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 EE/Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
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47. FOOD AND BEVERAGE CATERING REQUIREMENTS (Outdoor & Indoor Stadium)

The planning requirements of the Food & Beverage Services shall meet the catering needs of the stadium in an efficient and effective manner. All the different user groups have been identified and their needs have to be incorporated into the detailed design. The different user groups to be considered are as follows:

- a) PLAYERS
- b) VVIP
- c) PRESS
- d) BROADCAST
- e) CORPORATE SUITES
- f) CONCESSION STANDS – GENERAL + VIP
- g) EVENT STAFF (TEMPORARY STAFF ON EVENT DAY)
- h) SECURITY

The location of the various areas that make up the Catering System shall be carefully considered to ensure easy distribution of food and beverages from loading dock to end-user.

- The size of the various areas will be assessed to ensure that the operation can function effectively, especially during peak times.
- The location, distribution and detailed design of Food and Beverage outlets will be such as to maximise access and use by capacity crowds during short intervals.
- Consideration shall be given to proper waste management and environmental issues by measures such as minimisation of waste at the source, the use of CFC free refrigeration gases and energy efficient equipment.
- The needs of the people with disabilities will be fully met by the thoughtful design of access routes to the various eateries, as well as the detailed design of, for example, counter fronts, to facilitate access.
- Flexibility to the kitchen areas will be provided by allowing for the changeover of catering equipment.
- Vertical access to each floor shall be via ramps and/or service lifts. These lifts shall be able to restock concessions and serveries during events.

Food and Beverage Service

An efficient and effective system for serving food and beverages to spectators, suites and boxes, hospitality spaces, and athletes is an important component of successful stadium operations. The assumptions laid out herein are based on similar facilities that have been completed in India.

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

For Conditions of Sports Concessions

 Concessionaire
 Delhi Development Authority

DL/Sports Divn 2



Concession Stands

Concession services shall be distributed around the concourses. Food and beverage stands shall be sized based on 7.5 linear meters of counter front per 1,000 spectators based on 5.0m for food service and 2.5m for beverage service. Food stands shall have a depth of 6m for storage and food preparation, while beverage stands shall have a depth of 4.5m. A 2m queue zone should be allowed in front of all food and beverage stands which shall be independent of the concourse circulation zone.

- Planning shall be based on "speed line" type service but consideration should be given for "point of sale" service.
- Location of queue lines should be considered when placing concession stands, to minimise congestion in the concourses. A minimum of 2m queue depth is required for each concession, for the full length of the service counter.
- A basic shell space is to be provided, which allows easy conversion from one type operation to another.
- All units will have capability of serving hot beverages and soft drinks throughout every concession stand.
- Provision of grease exhaust and grease traps.
- Security/smoke shutters will be provided at each counter front.
- Provision of TV at all concessions, positioned to allow a view by spectators standing in the queue,
- All food and beverage areas will be designed with appropriate hygienic, washable and durable finishes, in accordance with local and national Environmental Health standards.

Hawking and Vending Cart Services

Hawking and vending cart services will be provided. The vendor facility will consist of a series of satellite areas. Tray vendors will have their own pantries, strategically located, from which they will be issued their supplies. Vending equipment and cart vending units shall be stored in these locations after use.

Provide one storage area at each side of the stadium, accessible to both the service tunnel and the pitch entry, for the vending operation.

Catering Support

The main kitchen / kitchens and commissary will be located with immediate access to the loading docks and service lifts and shall be designed to accommodate all match day catering requirements.

- The kitchen and commissary will be located on the service level of the stadium to support concession and catering needs at the point of major usage.
- Deliveries will be made to the loading bay directly adjacent to the Commissary.

Additions..... Nil
Corrections..... Nil
Correction slips.. Nil
Over Writing..... Nil
Deletions..... Nil


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For Worldstreet Sports Center Limited


E/P/MS Own-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- Any goods requiring processing/cooking will be prepared in the main Kitchen before transporting to concession stands or hospitality spaces.
- Finish materials will be easy to clean and food acid resistant. Flooring materials will be non-slip with coved skirting; ceiling materials will be moisture resistant.
- Rubbish collection rooms will be distributed around the facility for storage and processing of waste products.
- Storage space throughout will be provided.

Finishing kitchens (Pantry) shall be provided on the upper levels to service all restaurants, dining rooms, restaurants, corporate suites and VIP seat. Finishing kitchens shall be located to minimise travel distance between the finishing kitchen and the point of service and shall have direct access to back of house areas and service lifts to the service level of the stadium. Circulation conflicts between front of house and back of house catering operation shall be avoided.

Separate Kitchen facilities to be provided in North and South Pavilion.

Catering Staff Facilities

Space will be provided within the commissary for Catering administrative offices, staff lockers, uniform distributing, and event-day briefing. Laundry facilities are to be included within the facility. Space will be provided for temporary catering staff in close proximity to the main catering facilities and a briefing room on the service level of the stadium.

Additions Nil
Corrections Nil
Correction slips . . . Nil
Query Working . . . Nil
Deletions Nil


Chandrasekhar
Authorized Signatory


H. S. Gupta
Director



48. ENTRANCES AND CIRCULATION (Indoor Sports Facility & Outdoor Stadiums)

Entrances / Ticketing & Ticket Booths

An efficient and effective control system for access into and exit from the stadium will be provided for all users, including both Event-day and non-Event day times.

- Event-day operations shall provide segregated entry points for general admission spectators, VIPs, staff, media, and players.
- Non-Event day entry points shall anticipate needs of staff, club members, athletes, and general public.
- Emergency egress routes shall be considered for both Event-day and non-Event day modes.
- Capability to fully secure facility on non-event day through provision of Gates / fences etc. as per Security requirement.

Access and Circulation

A system for the efficient and effective control of access into and out of the Stadium and circulation around the outside and within the Stadium shall be provided for all users. This shall include:

- Controlled access to the building, using tickets or accreditation, at convenient entry points for different user groups;
- An egress system;
- An emergency egress system;

This system shall include:

- Entry plazas shall be designed to accommodate magnetometers and bag search as required for major event overlays.
- Entry plazas shall allow for the safe queuing and entry of patrons and shall avoid excessive congestion around changes of levels and entry turnstiles.
- As a guide an area of 0.35m² / person shall be allowed for the external plazas located in front of the entry turnstiles.

Corporate and VIP Entrance

A separate entrance lobby is to be provided for the Corporate Suite, Corporate Box, VIP, sponsors and guests on the main public access level and preferable in close proximity to car parking

- Ticketing will be controlled with mobile turnstile or handheld ticket readers at each entry. Provision will be provided for, all power and data cabling as required at entry.
- Lifts at each VIP entry will be provided to serve corporate suites and dining rooms and cater for disabled access to all floor levels.

Additions..... NIL
 Corrections NIL
 Correction slips...NIL
 Over Writing NIL
 Deletions NIL


 Concessionaire
 For Worldstreet Sports Center Limited


 CE/Sports Divn 1

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Players Entrance

- A secure Players' entry within the building with bus drop-off. This entrance shall be protected from public exposure and shall be able to accommodate at least two team buses parked in front of the Main entry or Secondary entry.
- Direct access from the entrance area to the changing rooms shall be provided.

Staff Entrance

A single entry point will be provided for all event staff and catering staff with direct access to the external plaza areas surrounding the stadium. This space shall be adjacent to the events offices and catering offices, including changing rooms, dining room and uniform distribution.

Media Entrance

Media parking to be located as close as possible to the media access/egress point. A lift is to be available for use by the media staff to allow the vertical circulation of media personnel and equipment. All media facilities are to be separated from the public by secure means. All doors into the media areas are to be controlled with electric locks and proximity card readers.

Access and Egress

A public egress system shall be provided so that in emergencies it allows the public to leave the Stadium by smooth unimpeded exit routes to adequately lit and clearly indicated assembly points in safe areas. The emergency egress system shall be designed in accordance with the "Guide to Safety at Sports Grounds" (The Green Guide) and in consultation with the CFO.

- The emergency egress system design will use the "timed exit analysis" method as per the recommendations of the Green Guide.
- All access and circulation areas shall be free from hazards, adequately drained where necessary, and slip-resistant. Slip-resistance should be appropriate for the specific areas and comply with the standards in both wet and dry conditions.

Concourses

(i) Public Concourses

The main public concourse shall be located behind all main seating tiers and shall serve directly all vomitories, concessions, and toilets.

The concourses shall be designed to ensure the safe passage of spectators in the event of an emergency to appropriate exits. The basis for the width of the concourse shall be as set out in the United Kingdom "Guide to Safety at Sports Grounds" (Green Guide) and in accordance with good international practice and local and national regulations.

- A minimum area allowance of 0.25sqm per person shall be used when determining the appropriate area of the concourse.
- Maximum distance from seating aisle entry to concession / toilets = 40m.

Additions Nil
Corrections Nil
Correction slips..... Nil
Over Writing Nil
Deletions Nil

For World Trade Sports Center Limited

Concessionaire

World Trade Sports Center Limited

Sports Dev-1

- Concourse widths shall be designed to allow a pleasant spectator experience and shall be wide enough to allow 360 degree circulation as well as emergency egress. Concourse shall be designed to be a part of the safe egress system from the seating bowl to the outside.
- The emergency egress system design will use the "timed exit analysis" method with the adoption of an egress time of 8 minutes from the seating bowl to a free flowing exit system as set out in the Green Guide.
- Concourses will be designed to sustain the point-loading situation typical for heavy equipment, such as fork lifts, access equipment, and pallet loaders, without cracking or deflection.
- The concourses shall be designed to enhance the experience of visiting the stadium and shall provide facilities to allow people to congregate and relax prior to and after the match.
- The concourse shall incorporate clear graphics to ensure the orientation and safe passage of patrons.
- Maximum use of daylight shall be made to all concourse areas.
- The public circulation system on the concourses shall facilitate exit along the same path of travel as entry, which reflects the preferred pattern of use by spectators.
- The main entry level pedestrian walkway will encircle the stadium bowl, with 360 uninterrupted circulations.
- All spectator amenities shall be distributed around the concourse to minimise spectator travel distances.
- Concourses shall be designed as low fire risk areas, with all potential risks (e.g. catering and merchandise units) enclosed by fire resistant construction and fitted with automatic fire detection system, sprinklers, and/or smoke shutters.

The following provisions will be included in the public concourses:

- Space provision for TV monitors: Will be located so that they are only in direct view of those standing in queue lines at catering units, rather than facing the flow of traffic in the concourse.
- PA system
- Waste Collection system.

(ii) Corporate Suite Concourse

Private corridors will provide access to the Suites and Boxes and associated toilet facilities.

These corridors shall feature upgraded finishes, similar to the suite finishes.

- These corridors shall include PA, for emergency announcements only.
- Generous reception and meet and greet areas shall be located at the entry points to the corporate facilities.

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


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For Worldstreet Sports Center Limited


El/Sports Own-1

49. TEAM FACILITIES (Indoor Sports Facility & Outdoor Stadiums)

Team facilities shall be located on the North Pavilion and will have direct access to the playing field. There will be ramped entrances for player's access onto the field.

Team facilities shall be completed to include air conditioning, finished walls, floor finishes, ceilings, general lighting, furniture, electrical sockets and media requirements.

Parking for two team buses will be required as close as possible to the team change facilities.

**Teams Changing Rooms – Cricket /Football (2 Nos), Outdoor Sports(2 nos), Indoor Sports (2 nos),
Swimming Pool (2 nos)**

Air conditioned changing room that will accommodate players, including locker space hanging space and benches in front of lockers with direct access to shower area.

- The capacity of each changing room will be established based on the Sporting body requirement for International event and Turnover capacity for Recreational use for Each sport. The sizes have to be approved by the client.
- Lockers to be individual 'carrel' style with integral bench, locker and hanging space.
- All locker positions will face common column free area and will allow one free wall to be visible for briefing.
- Coach office along with support staff areas.
- Shower, Toilets and drying areas will be established based on the Sporting body requirement for international event and Turnover capacity for Recreational use for Each sport and will consist of the following:
 - Showerheads
 - Hand basins
 - urinals
 - lavatories
 - hand dryers
- Recovery area to be located adjacent to showers, this area will include:
- Cold plunge pool / ice baths in each locker room
- 8 person steam room in each locker room
- Warm / rub down area in each locker room
- Massage with benches and tables for strapping. Office for the trainer and storage shall be included in each locker room
- Boot & Kit storage together with storage for laundry and drying equipment shall be provided in each locker room

Additions NIL
 Corrections NIL
 Correction slips NIL
 Over Writing NIL
 Deletions NIL


 Concessionaire
 For Wondastreet Sports Center Limited


 EEsports (Pvt) Ltd

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RFP Volume- II (Concession Agreement & Schedules)

- Team briefing room with seating, projection screen, whiteboard writing surface, TV and video facilities to sit up to 25 persons. (This could be located in the changing area or as a separate room.)
- Safe non-slip surfaces wet/dry carpet required throughout change room, apart from wet areas.
- Unisex disabled persons shower and toilet to be provided in each change room for injured players.
- Provide power, data, telephone outlets and TV monitors.
- Discrete dedicated back of house access shall be provided between the Team changing room and the Coaches Area where applicable.
- Discrete dedicated back of house access shall be available from the changing rooms to the player's lounge where applicable.
- Players dining area will be part of the Locker Space or Lounge Area. Discrete service access from Pantry.
- A Team Doctor's room shall be provided adjacent to the Changing Room with access to the First Aid Facility.
- Separate Outdoor viewing gallery for both team attached to the Players' Lounge in Cricket Stadium.

Common Players Warm-up Room & Fitness Room shall be column free space;

- Large, robust space facilitate stretching and limbering up
- The warm up area shall be netted to the walls and ceilings to provide protection to fittings and finishes.

Umpire Changing Rooms (Cricket Stadium only)

Air conditioned changing rooms shall be provided for match officials. The room will be located with direct access to the Field of Play and secure access to the Broadcast Areas.

- Change room for 5 match umpires.
- Provision for double width 'carrrel' style lockers that will have direct access to shower area and report writing area.
- Safe non-slip surfaces wet/dry carpet will be required throughout change room apart from wet areas.
- Writing area to be located in the room for writing of match reports.
- Provide power, data, telephone outlets and Space for TV monitors.
- Showers, 2 Toilets and drying areas (2 showerheads, 1 hand basins, 1 urinals, and 1 lavatories).

First Aid

Additions Nil
 Corrections..... Nil
 Correction slips.. Nil
 Delet. Writing... Nil
 deletions..... Nil

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CE/Sports Div-1

Provide an air conditioned first aid treatment suite for use by players (spectators in extreme emergencies) as needed on match days. The main first aid suite shall be situated at pitch level on the team changing room side of the service level with direct access to the field through the pitch access vomitories for the transfer of injured players by Ambulance. Two ambulance bays shall be located adjacent to the facility.

This suite shall incorporate the following:

- A screening area at the entry point, large enough for a stretcher
- Three cot areas with three stretcher beds and screening curtains
- Lockable medical cabinets for storage of supplies
- Work counter with sink and hot/cold water
- A refrigerator and ice bin
- A unisex disabled toilet room
- Work area for staff
- Stretcher width doors shall be provided from the pitch access vomitories and to the Ambulance Parking Bays located in the Service Road.

Drug Testing Room (Cricket Stadium only)

A drug testing room shall be provided adjacent to the Team Changing Rooms. The facility will be located away from media accessible areas to provide players privacy.

- Drug testing facilities shall include the following:
- WC and hand basin.
- Small waiting area and Interview Room, with desk and chairs.
- Room to be air conditioned
- Under bench refrigerator
- Space provision will be made to allow for a stretcher bed and curtain to allow for possible blood testing of players.
- Direct access from the Drug Testing Room to the Access Road shall be provided to allow the secure collection of samples by couriers for testing.

Player's Lounge and Family Room (Cricket Stadium only)

An air conditioned player's lounge will be shared by all teams, and shall be located in close proximity to the central drop off area for the teams with access to both changing areas. It will accommodate 50 people and will include the following:

- A serving counter and a finishing kitchen to serve snacks and light meals.
- Lounge chairs and coffee tables
- Provide a disabled/unisex toilet room in this area.
- Provide power, data, telephone outlets and TV monitors.

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions..... Nil

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LE/sports Divn-1

For Worldstrat Sports Center Limited

169

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RFP Volume- II (Concession Agreement & Schedules)

Entrance Lobby and Hall of Fame (Cricket Stadium only)

The Main Entrance Lobby to the Players / North Pavilion will include a dedicated display space for trophies and memorabilia.

Player's Benches (Cricket Stadium only)

Two team portable benches shall be located either side of the Sight Screen with direct access to the centre line Player's Tunnel to the team changing rooms.

The interchange bench shall include the following:

- The benches shall be enclosed with a glass canopy and walls that will offer protection from the public patrons located behind in the lower tier.
- Players' benches shall be sized to accommodate 12 persons each.
- Space shall be allowed within the bench area to accommodate players' kit bags, storage boxes and portable drink / ice boxes.
- There will be a phone link and between this point, the Coaches Box and the changing rooms. Refer to Coaches Boxes for details.
- Internal telephone line between interchange benches to doctor's room.
- Power and data lines will be provided at these locations.

Additions... Nil
Corrections... Nil
Correction slip... Nil
Over Writing... Nil
Deletions... Nil

For Official Use of Sports Minister (India)

Correspondence
Ministry of Sports

Ministry of Sports
New Delhi

50. PRESS FACILITIES (Outdoor Stadiums)

Media Access

Media parking is to be provided on the entry level and is to be located as close as possible to the media access/egress point. A lift will be located as close as possible to the media area to allow the vertical circulation of media personnel and equipment. All media facilities are to be separated from the public by secure means.

Written Press Box

A written press box shall be provided with a clear elevated view on the field on the Pavilion. The permanent Press box meets the following requirements:

- It will be fitted out with continuous rows of work counters and quality mobile adjustable chairs to accommodate 25 journalists
- The written press box shall incorporate tiered seating located behind a glass line.
- A minimum allowance of 500mm counter width for each journalist will be provided.
- Double electrical outlets, data, and telephone outlets to each work point.
- All wiring to be provided within cable management system.
- Provision for Elevated television monitors recessed into the ceiling above the window at the front of the Press Box shall be provided, with a direct feed from the host broadcaster or scoreboard operators, as well as receiving all regular network channels.
- Audio outlets from the interview room between the players rooms so interviews can be heard in the press box.
- Press workroom to be air-conditioned.
- Access to media lounge facilities.
- Operable windows to the pitch will be provided.
- Unobstructed view lines to the FOP and scoreboards will be provided.

Media Facility – Lounge

Provide a lounge area within the press area (can be combined with VIP Lounge, but ability to segregate). This lounge shall be capable of serving food and beverages to all written press, TV and radio broadcasters. It may be used as the expansion space for the main press workroom for major events.

This facility shall contain casual sit-down dining tables and chairs for approximately 25 persons;

- Provide Serving Counter within the lounge
- Provide general lighting, air conditioned, plumbing and electrical, telephone and communication services;

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


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Toilets

The press shall have male and female toilets adjacent to the lounge.

Player Interview/Conference Room

A conference & interview room will be provided for interviewing players and coaches in an 'official' setting with appropriate lighting, backdrop, air conditioned and adequate space for reporters and cameras. The interview room will be in close proximity to the team change rooms. This room shall be provided with television cable links, radio broadcasting, television box and links back to all press areas.

- The interview room will be setup to accommodate 25 seated on tiered seating plus cameras with an elevated platform at the front of the room to contain a desk and chairs for the interview subjects.
- Seating for up to 25 journalists. Seating to be provided with a fixed "tablet" on one arm.
- This room to have acoustic treatment to walls and ceiling surfaces to allow for high quality sound transmission for TV and radio broadcast.
- Direct cable connections will be located in the rear of the room for TV and radio broadcast.
- Storage space will be provided within close proximity to the interview room. This is to store equipment.
- TV lighting, ceiling lighting grid and power to be provided.
-

Interview Areas at Pitch Level

In addition to the main press conference room located in close proximity to the players and media facilities on the service level the following zones shall be provided at pitch level.

- A 'mixed zone' shall be provided in the Central Player's Tunnel. This will be used primarily for international events, where written press journalists can interview players in a spontaneous environment as they leave the changing rooms to enter the players' lounge following a match.
- The zone shall be able to accommodate a barrier to separate players from journalists.
- Flash interview zone shall be provided in the players' tunnel to allow primary broadcasters to interview players as they leave the field.
- The Flash Interview area shall be able to accommodate TV crew lights and a sponsor's logo backdrop.

Additions Nil.
Corrections Nil.
Correction (to) Nil.
Cover Writing Nil.
Deletion Nil.


Anil Kumar
General Manager
Delhi Development Authority


A. K. Singh
Executive Director

51. BROADCAST FACILITIES (Cricket Stadium)

Television Broadcasting Box

Two television broadcasting booths shall be provided with special acoustic treatment to walls and ceilings. Allow for the maximum flexibility for the producer's camera positions and presenters backdrop of the arena. Sufficient height shall be provided to ensure adequate lighting positions.

- TV boxes to have flat floor
- Box to include seating space for 5 commentators with counter bench in front of operable windows.
- Centre of box to be set up for use as 'set'.
- Solid wall to sides with curtain behind which allows camera to film through with the arena as background, no joints in glass panel to centre of box.
- High level of acoustic isolation will be required within box from external noise.
- Direct feed from stats box and interview room to be provided.
- Operable or removable glazing to the right and left-hand side of box to be provided.
- Direct cabling between OB Vans and Broadcast Box and camera positions to be provided.
- TV Broadcast Room will be air conditioned designed to handle additional heat loads from equipment and lighting. Air conditioning equipment and ducts to be acoustically treated to attain required noise control.

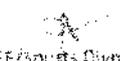
Radio Broadcaster Booths

Radio broadcasting booths shall be provided for radio commentators and shall have built-in counters and special acoustic isolation treatment on walls and ceilings to each box. The spaces shall be flexible to accommodate the varying broadcasting media requirements.

- Booth enclosed on all four sides with fully operable windows at the front (pitch side), tiered seating, built-in counter with 4 electrical, 4 data/phone outlets along the front with suitable cable management.
- Sound proof radio booths will be required with the ability to sit four persons in one row across front with clear sightlines to all parts of the ground and scoreboard.
- Space at back of boxes for technical equipment. This is to be housed within a lockable closet with suitable ventilation and cable management access.
- Large bench at rear of box at which a technician can be seated behind commentators to operate broadcast equipment.
- Door to box to be glass.
- Operable glazing to field of play.
- Each box to have TV monitors, to be able to be viewed whilst facing the ground.

Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing NIL
Deletions..... NIL


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173

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- Power, data, telephone outlets and to each box shall be provided.
- Direct feed from Stats shall be provided.
- Audio split facility, data cabling required in each radio commentary booth back to interview, change rooms and press areas.
- Radio boxes to back on to media lounge area.
- Radio boxes to be air-conditioned.
- Air conditioning equipment and ducts to be acoustically treated to attain required noise control.

Third Umpire Room

Third Umpire Room shall be located at an elevated position with preferential view to pitch and scoreboards.

- Box to include seating space for 3 umpires and 2 statisticians with counter bench in front of operable windows.
- High level of acoustic isolation will be required within box from external noise.
- Direct feed from stats box and interview room to be provided.
- Operable or removable glazing to the right and left-hand side of box to be provided.
- Direct cabling between OB Vans, Scoreboard, Production Control Room and camera positions to be provided.
- Third Umpire Room will be air conditioned designed to handle additional heat loads from equipment and lighting. Air conditioning equipment and ducts to be acoustically treated to attain required noise control.

Production Control Room

The Production Control Room will be located in the lower level of the building to facilitate ease of movement of Heavy Equipment.

- The room will be around 120 SQM column free space with high ceiling
- High level of acoustic isolation will be required within room from external noise.
- The room will directly connect to the outdoor Broadcast Compound
- Large Door opening with provision for multiple cable entry provisions.
- PCR will be air conditioned designed to handle additional heat loads from equipment and lighting. Air conditioning equipment and ducts to be acoustically treated to attain required noise control.
- Toilet facilities (Male & female) will be provided in close proximity to the PCR
- Separate Dining Area for 30

Camera Platforms

Additions..... Nil
Corrections..... Nil
Correction slips.....Nil
Over-Writing..... Nil
Deletions..... Nil

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Delhi
Date: 10/11/2011

ES/Sports/Ann-3

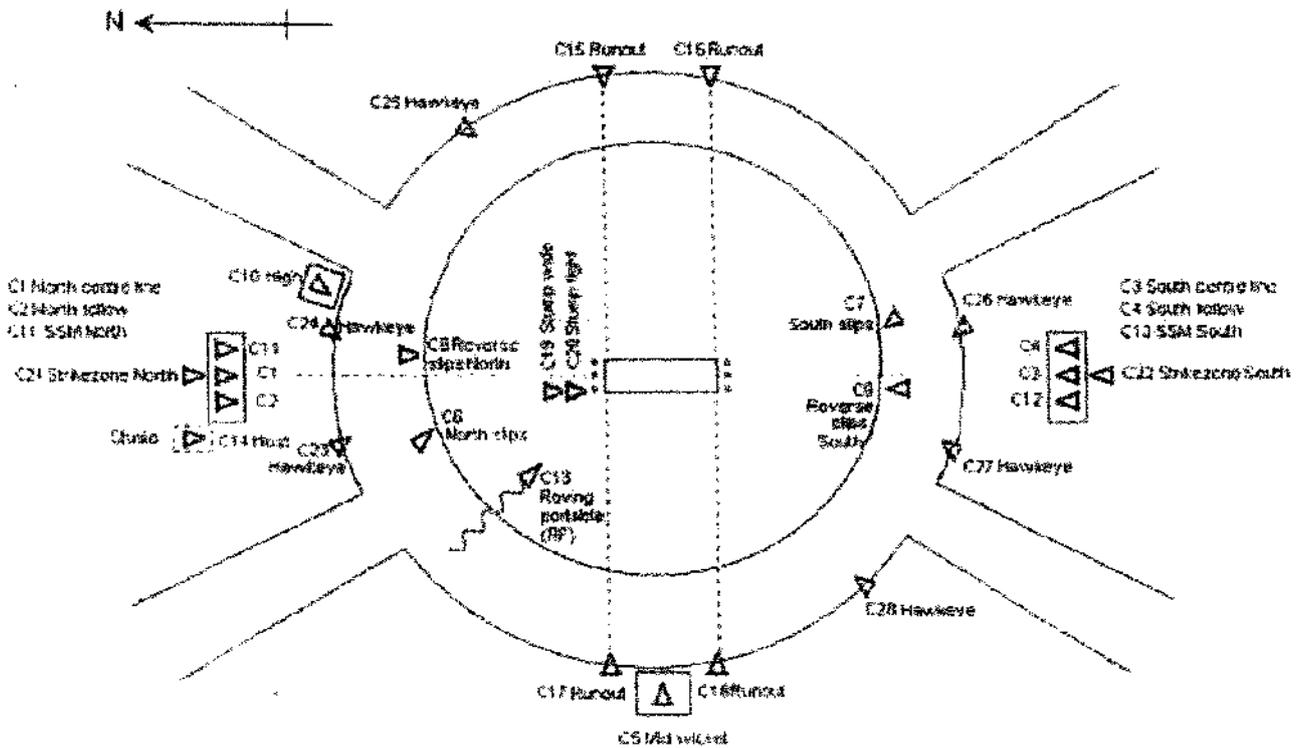
Final camera positions will be subject to the requirements of individual broadcasters and producers for each particular sport. However, the camera and cabling requirements positions will be as follows:

Television camera positions shall be located around the ground. Camera positions to be designed to minimise obscuring sightlines from seating and shall not reduce the spectator capacity of 10000.

Main Camera platforms will be provided at both ends of the north - south axis of the stadium. These stands will be part of the north and south pavilions.

Additional camera platforms will be provided for Cricket

Camera Positions For Cricket Match:



k. Television Outside Broadcast Vehicle

Parking for OB Vans (two OB Vans, one generator van, one 20 foot truck shall be provided within the stadium compound within 100m of the main TV Box and with minimum clearance height

Additions..... NIL
Corrections..... NIL
Correction slips ..NIL
Over Writing NIL
Deletions..... NIL

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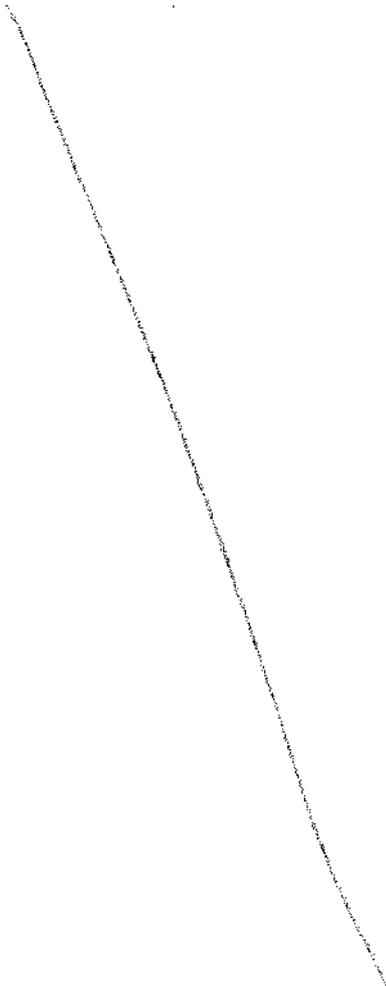
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4600mm. Patch room to be provided within the OB Van parking area with direct link to all camera outlets and Broadcast Box and interview rooms.

Cabling/Service Provisions

The cable route from the OB Van compound and parking area into the building will allow for easy access to cabling routes.

Permanent fibre optic cabling shall be installed to the primary broadcast facilities between Broadcast Room, OB Van Area and all the camera positions.



Additions: Nil
Corrections: Nil
Correction slips: Nil
Cover Writing: Nil
Deletions: Nil

2
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227

52. SPORTS COMPLEX OPERATIONS FACILITIES

Sports Complex Management

The stadium management requirements shall be developed further in consultation with the stadium operator as the design progresses. At this feasibility stage the following provisions shall be made:

Management Offices

Stadium Management offices shall be provided with access to natural light and ventilation. A space allocation of 300m² shall be made at this stage.

Maintenance Staff Lockers

Locker/shower/toilet rooms for full-time staff, including grounds keeping and maintenance personnel, will be provided. Separate shower facilities will be required for male and female staff, each with the following provisions:

- (5) full-height lockers, 300mm wide
- shower stalls
- Women: 2 WC's and 2 wash basins

Security

This brief allows for the inclusion of separate facilities for privately contracted Stadium Security and the Uttarakhand Police, which shall work jointly during events.

Further discussions will be needed to verify appropriate space allocations.

Main Security Office

The main security office suite will be located in close proximity to the main entry. It will be used for coordinating security personnel and stewarding operations on event days. It must be able to accommodate all emergency services in case of building evacuation, so all basic facilities within the event control room will be duplicated, in a reduced fashion.

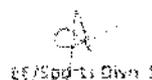
- Workstations for eight staff
- A briefing room
- Equipment storage space
- A staff break room
- Unisex/people with disabilities toilet room

Event Command Post

An Event Day Command Post will be provided, overlooking the main seating bowl. This room will be co-located with the Video board control room and PA announcer booth

Additions..... NIL
Correction..... NIL
Correction slips.. NIL
Over Writing..... NIL
Deletions..... NIL


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- Locate adjacent to the Police Observation points.
- Provide workstations for six staff

Security Help Desks

Security help desks and offices shall be located adjacent to the main entry points.

Police

The main Police office shall be located at the entries. Whilst no liaison with the Uttarakhand Police has occurred at this stage the following Police facilities have been assumed based on similar stadia facilities:

- A public waiting area for 4 people, separate from forward reception area by internal doors, and to be fitted with an automatic entry system for security.
- Forward reception, will accommodate 2 officers behind the counter. Provide counter with cabinets, seats and space for police designated computer terminals.
- Interview rooms for 4 people with seating and a desk. It will allow access from the public and police side of counter.
- An office located off the forward reception area. It will allow access from the police side of counter only.
- Photocopy room to be accessible from the police side of counter only.
- A secured storage room to be used to store kit bags and other specialty equipment.
- Break room will have comfortable seating for 4-6 persons and kitchenette facilities
- Separate toilet rooms for male and female staff, at a 2:1 male/female ratio. For men: Provide 2 WCs, 3 urinals, 2 wash basins. For women: Provide 2 WCs, 2 wash basins.

Event Personnel

Office

In addition to the Event Day office a multi-purpose work room will be provided, to be used as office space and management spaces for Entertainment and Cultural Events. This room shall have numerous electrical and phone outlets.

Casual Event Staff Locker Rooms

Separate changing rooms will be provided for male and female casual event staff, including toilet and shower facilities. They shall include benches and six-tier lockers to secure personal belongings in the changing room. Approximately 50 men and 50 women event staff shall be accommodated. These facilities do not include the Caterers requirements.

- Male: 5 WCs, 5 urinals, 4 showers and 7 hand basins.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


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- Female: 10 WCs, 4 showers and 7 hand basins.
- Male and female changing rooms will include one wheelchair accessible unisex toilet and shower cubicle.

Dining Room

A staff dining area will be located in the vicinity of other event staff facilities. This room will be large enough to accommodate up to 10 staff at one time. It will include a serving pantry, vending machine area and dining space for staff. It may be used to support Stadium Operations staff on non-event days.

Storage

Sports Equipment

- Storage for athletic equipment shall be provided with each sporting facility and to ensure ample space

Entertainment Equipment

- Storage for pre-event and half time entertainment production equipment will be provided in the lower level. This may be a lockable multi-purpose room, or other service level rooms not required for concert / opening ceremony use.
- On site storage will be required for seats removed to allow for stage set-up.

Rigging Store

Storage for rigging equipment shall be provided within the entertainment equipment stores and main facility workshops.

Groundskeeping

Groundskeeping Store

- A large storage area for groundskeeping materials and equipment will be provided. This will be located with direct access by groundskeeping vehicles. Other provisions to include:
- Overhead doors which lead to access to the various fields
- Ventilated area for parking of forklifts, tractors and other motor driven equipment.
- Separate secure chemical storage room.
- Separate drive in bin areas for the storage and separation of pitch material.

Groundskeeping Office

- Provide a secure Groundskeeping Office for two people adjacent to the main storage office. This office is to be adjacent to the irrigation pump room and shall house the irrigation control systems.

Additions.....NIL
Corrections.....NIL
Correction slips.....NIL
Over Writing.....NIL
Deletions.....NIL


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Staff Room

- Provide a break room for Groundskeeping staff with kitchenette facilities, and a toilet room.

Chemical Shower

- An emergency shower will be provided, adjacent to the Groundskeeping Storage areas. This is to enable personnel to wash contaminants off in the event of an emergency

Irrigation Pump Room

- An irrigation system pump room shall be located next to the office area. Size of this area will be dependent on the irrigation and pitch system chosen and shall be confirmed during the next stage of the project.

Water Retention Tanks

- Water retention tanks for irrigation of the playing field will be provided. Size to be determined in accordance with recommendations by the pitch and hydraulics consultants.

Janitorial

Central Supply Storage

- A centralised storeroom will be provided for storage of bulk cleaning supplies.

Cleaner's Closets

- Each pair of public toilet rooms will have a cleaner's closet, with a mop sink and space for storing toilet room supplies.

Rubbish Collection

- Rubbish collection rooms will be distributed on each level for handling of waste collections.
- Rubbish compactors shall be located at Lower Level.
- Bins shall be located close to all Food and Beverage and Bar outlets and shall accommodate recycling compartments. Bins are to be located in defined locations away from the main congestion points in the concourses.

Waste Compactors

- Waste Compactor units shall be located beneath all refuse chutes. A refrigerated compactor area shall be located adjacent to the central kitchen.

Waste Management Office

- A Waste Management office in close proximity to the main refuse transfer point.

Maintenance

Additions.....	NIL
Corrections.....	NIL
Correction slips.....	NIL
Over Writing.....	NIL
Deletions.....	NIL

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100, Connaught Place, New Delhi - 110028

Maintenance Shops

- A general trade's workshop will be provided, to include workspace and equipment for plumbing, carpentry, electrical and general maintenance. It will include space for workbenches for small item workings by all trades and storage for immediate materials only.
- Ceiling height will be approximately 3.5 meters.
- It will have provisions for water, portable compressed air and 3-phase electrical service.

Maintenance Storage

- A large storage room will be provided for storage of materials and supplies.
- Caged, locked space within for electrical (15m²), general maintenance (60m²), directional signage (15m²) and banners/flags (15m²).
- The cages will include warehouse-type storage shelving.

General Building Storage

- A large storage room will be provided for miscellaneous building storage.

Loading Dock/Staging

- One loading bay will be provided for food service deliveries, located directly adjacent to the Main Kitchen.
- Space for waste compactors (wet and dry) will be provided within the staging area.
- Waste management system and recycling policy for food service and for stadium operations will require further study, but assume that some recycling bins will be provided for the appropriate materials – glass, aluminium, clean paper and cardboard, etc.

Building Services

Space allocation shall be allowed for the following building services. Reference should be made to the DBR for services for design criteria.

- Mechanical
- Electrical
- IT/ Communications
- PA Systems
- Fire
- Lifts

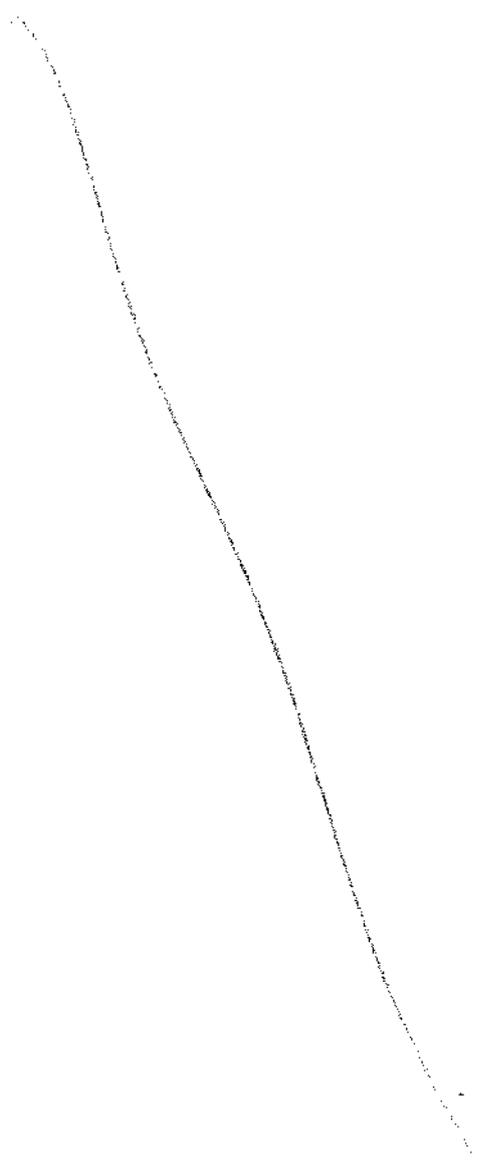
Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over- Writing..... Nil
 Deletions..... Nil


 For Worldclass Sports Center Limited


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Noise generating plant equipment shall be ideally located away from acoustically sensitive areas. Where possible, roof top equipment shall be attenuated and isolated to avoid noise breakout. Consideration is being given to utilising the principles of environmentally sustainable design to minimise the use of air conditioning plants.



Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

Signature
Name
Designation
Date

Stamp

53. INDOOR SPORTS FACILITIES

Entrance Lobby

Indoor Stadium parking is to be located as close as possible to the Main Entry. A drop-off facility will be provided at the Entry with deep entrance canopy.

Auditorium

The Auditorium space will be designed for large meetings, presentations, and performances. Sloped floor may be provided for clear views to the raised podium. Overhead large size projector with sound booth will be integrated into the design.

Special Acoustical Design:

Quality acoustical characteristics are important in Auditorium spaces so that performances and presentations can be clearly heard and understood. For performance spaces and general presentation spaces, recommended noise criteria (NC) rating ranges from NC-20 to NC-30; recommended sound transmission class (STC) rating ranges from STC 40 to STC 50.

Library

The library will be designed as an atmosphere for reading and relaxation. Provide a dedicated storage room for the library. The library will possibly include interior furniture including reading tables, book shelves, display stands etc. Computer terminals will be included as part of the interior space of the library.

Indoor Sports Hall

The design of the Indoor Sports Hall will meet the World Badminton standards (4 courts for singles play including all dimensions, flooring, finishing, lighting, painting etc. Viewing Galleries and indicated in Floor Plan to be provided.

Table Tennis

The design of the Table tennis room will meet the International Table Tennis Federation regulation for Table size, clearance, flooring, wall finish, lighting etc. The space will be sufficient to place 4 tables with necessary clearances all around including height.

Multipurpose Hall

The design of the Multipurpose Hall will meet the International Sports Federation regulation for size, clearance, flooring, wall finish, lighting etc. The space will be sufficient with necessary clearances all around including height.

Gymnasium & Fitness Centre

Addition..... NIL
Correction..... NIL
Correction slip..... NIL
Over Writing..... NIL
Deletion..... NIL


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The fitness gym is generally separated into individual zones, determined by equipment and exercise types - Stretch area (warm up), cardiovascular area, and Resistance and/or free weights area.

Floors

The floor structure must be able to resist high dead loads imposed by the equipment, along with the potential for high live loads from:

- Users
- Accidental point load impact (e.g. dropping of free weights)
- Dynamic effects (harmonic vibration from users on machines)

Walls

Finishes should take account of the ease of cleaning and maintenance. Scuffing of walls by moving equipment and users may be a particular issue. Users may also use walls during stretching exercises. Therefore, sharp edges and wall projections should be avoided in these areas.

The wall must be able to safely support any wall fixed exercise equipment, weight storage racks & mirrors. The use of hollow concrete blocks should be avoided. Wall should also be designed to provide effective sound attenuation to minimise the risk of sound transmission to surrounding areas adjacent to the gym.

Mirrors

Continuous mirrors should be provided in required zones. The mirrors should be a minimum of 2m high. Mirrors should be securely fixed above skirting level, to avoid impact from loose weights or cleaning equipment. Large continuous mirrors should not be directly fixed to walls but be fixed onto a rigid plywood backing board to avoid distortion. Point fixing mirrors should be avoided. Mirrors should be bonded to their backing board or mounted onto a metal carrier frame.

Ceilings

- Fully suspended ceilings with raised (or coffered) feature areas giving extra height needed for specific equipment.
- Support integrated or hanging fixtures e.g. loud speakers, ventilation grilles, lighting. Heavier fittings e.g. air conditioning units, screens or gantries should be supported from structural points
- Allow easy access to building services located above the ceiling. Gyms are generally highly serviced areas.
- Provide the necessary acoustic performance. A noise level of NR40 should be achieved
- Provide the required minimum clear heights above the various fitness gym zones, taking into account equipment heights and any additional clearance for equipment users.

Locker Rooms

Additions Nil
Corrections Nil
Correction slips..... Nil
Over Valued Nil
Deletions Nil

For Mr. Subramanian Sankar, Director, DDA
Concessionaire
At: DDA Gymnasium

EE/Sports/Dir-1

The Locker Rooms are Support space to facilitate changing before and after Sports and recreational activities. Half and full lockers are provided in each locker room. Showers are programmed to provide individual cubicles with dressing compartments.

Separate Locker Rooms to be provided for Wet and Dry Sports

Sauna, Lockers, Showers, Toilet

Important locker room design elements include aesthetics, environment, layout and location. Every effort should be made to provide a direct connection between locker facilities and major activity spaces. Convertible locker room space that is accessible from both male and female locker rooms will provide a "swing" space to increase locker room capacity for special events. An example of a locker room design incorporating swing space is shown below.

Other key objectives in locker room design include selecting eye catching colours, using maintenance-free materials and providing an adequate ventilation system. Every material used in the shower, toilet, locker and sauna area has colour.

Wall finishes in wet areas should be nonporous materials such as glazed ceramic wall tile or unglazed porcelain tile. Wall tile can be carried throughout non-wet areas. Slip resistant materials or unglazed porcelain tile should be used for floors in all wet areas. Epoxy grouts for floor tile should be darker to offset the discoloration that will come with time. Antimicrobial, pvc-backed carpet with welded seams is an ideal finish for locker areas. The carpet provides an acoustical element to help muffle the sound of metal locker doors.

Ceiling materials include plaster ceilings in wet areas and a moisture-resistant suspended ceiling in locker room areas.

The area, no.of lockers, showers etc., should be used on the area of the various facilities during peak use of each of the sports simultaneously.

Children's Play Area

The Children's Play Area should be located with maximum visibility and with safe environment for kids with provisions for multiple activity options within the space

Offices

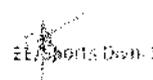
Management offices shall be provided with access to natural light and ventilation. A space allocation with space for cabins, conference rooms etc. will be provided.

54. EXTERNAL FACILITIES

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


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For Worldstreet Sports Center Limited


Sports Dept-1

185

- Integrated Public Transport Strategy
- Car parking restrictions around stadium.
- Dedicated Shuttle Bus Station to serve stadium and promote public transport
- Limited on-site car parking.
- Coach Parking near stadium
- Pedestrian Infrastructure
- Separation of pedestrians from vehicle movements.
- Upgradation of Infrastructure at Highway junction and secondary roads by the state departments.

Advertising

Electrical power will be provided to the pitch perimeter and elevated signage to allow for the following advertising systems:

- Tri-vision advertising boards (Sight screen)
- Roller perimeter advertising boards
- Space allocation for Tri-vision advertising panels shall be made adjacent to the video replay boards.
- Concourse advertising components will be vandal-resistant and powered for back-lighting.
- Provisions shall be made for the fixing of temporary banners, flags, and other large format signage on the external façade of the stadium and the exterior plazas.
- Allowances shall be made on the façade and roof of the building to facilitate the potential signage for a naming rights sponsor.

55. Reference for International Standards Football

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL


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OVERALL SPACE: 105.00M x 68.00M								
DESCRIPTION OF COURTS	COURT SIZE (M)			RUN-OFFS (M)				ADDITIONAL AREAS
	LENGTH	WIDTH	HEIGHT	ENDS	SIDES	BETWEEN OPPOSING SIDES	BETWEEN PARALLEL SIDES	
FOOTBALL FIELD	105.00	68.00	-	-	-	2.50	2.50	30,000 SEATED CAPACITY STADIUM WITH SPECTATOR FACILITIES, VIP SEATING, PLAYERS FACILITIES, MEDIA & PRESS FACILITIES.

SOURCE OF INFORMATION:

- FIFA - International Federation of Association Football (www.fifa.com)

FLOOR FINISH	WALL FINISH	LIGHTING	ALTERNATIVE USE OF SPACE
NATURAL GRASS FOOTBALL FIELD	-	2000 LUX	-

Additions..... NIL
 Corrections..... NIL
 Correction slips..... Nil
 Over Wrapping..... Nil
 Omissions..... Nil

For Worldsize Sports Center Limited

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ICC Sports Group

4 | Recommended dimensions

Playing field: length: 105m, width: 68m

For all matches at the top professional level and where major international and domestic games are played, the playing field should have dimensions of 105m x 68m. These dimensions are obligatory for the FIFA World Cup™ and the final competitions in the confederations' championships. The playing field should have the precise markings illustrated.

Other matches can be played on a playing field with different dimensions and the Laws of the Game stipulate the maximum and minimum dimensions. However it is strongly recommended that new stadiums have a 105m x 68m playing field.

Auxiliary area

Additional flat areas are required beside the playing field, ideally behind each goal line, where players can warm up. This area should also allow for the circulation of assistant referees, ball boys and girls, medical staff, security staff and the media. It is recommended that this be a minimum of 8.5m on the sides and 10m on the ends.

This results in an overall playing field and auxiliary area dimension of length: 125m, width: 85m.

Grass area

In this area, the pitch surface must extend all the way to the advertising boards in the auxiliary area, which typically are erected 5m beyond the touch lines and goal lines. The areas upon which the boards sit must be level and firm to withstand the load imposed by them. The remainder of the auxiliary area can be either of the same surface material as the playing field or it can be a concrete-type surface material which facilitates the movement of service and security vehicles and ambulances. Any part of this additional auxiliary area that will be used as a warm-up area should have the same surface as the playing field. However, with grass fields, artificial turf of the highest quality could be used.

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL

[Handwritten Signature]
Concessionaire

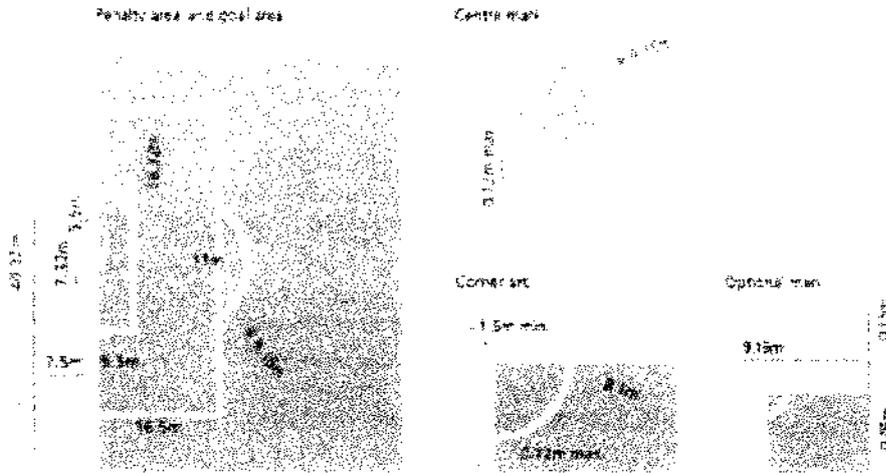
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FF/Sports Divn-1

For Worldstreet Sports Centre Limited

189

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Diagram 43:
Playing field details



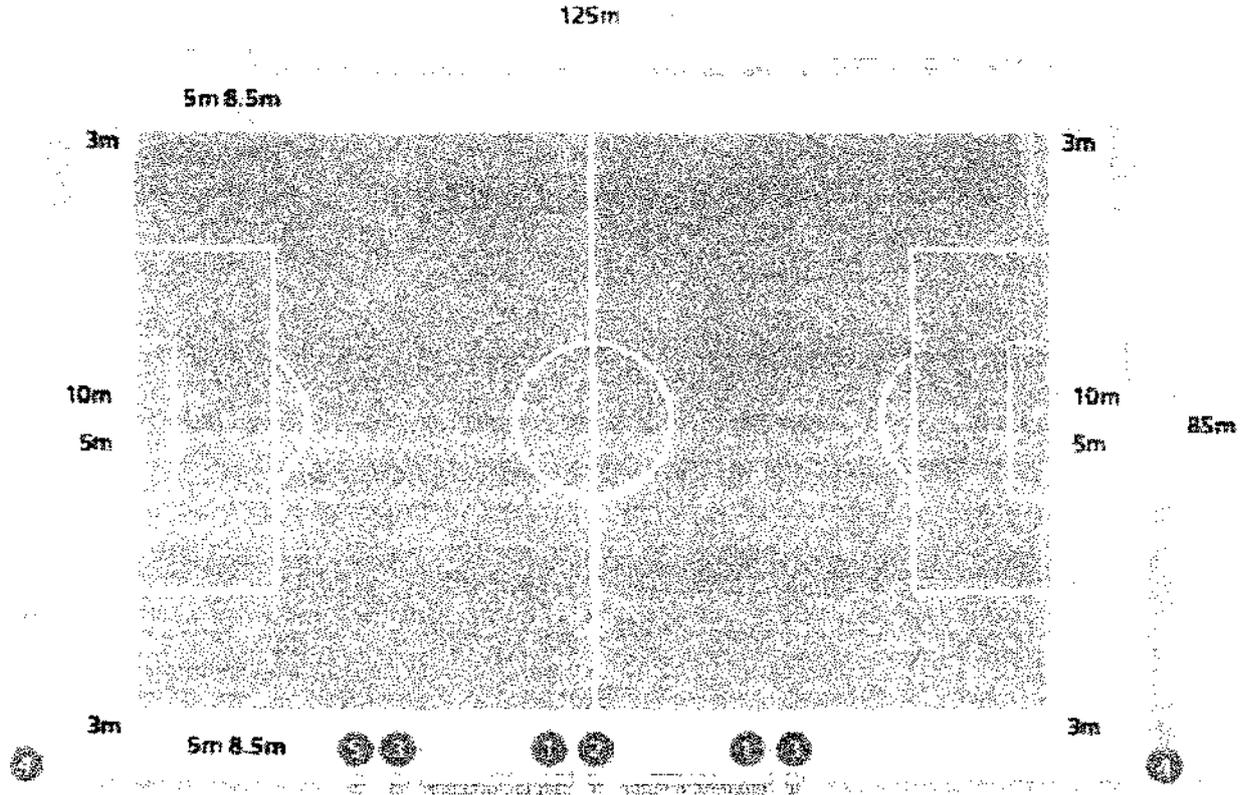
Additions..... Nil
 Corrections..... Nil
 Correction of para... Nil
 Cover Writing..... Nil
 Deletions..... Nil

For Worldxpress Sports Centre, Delhi
 Concessions

16/12/2011

16/12/2011

DELHI DEVELOPMENT AUTHORITY
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Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions.....NIL

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 Concessionaire
 For Wondrousat Sports Center Limited

[Signature]
 EC/Sports Div-1

Approved Authority

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RFP Volume- II (Concession Agreement & Schedules)

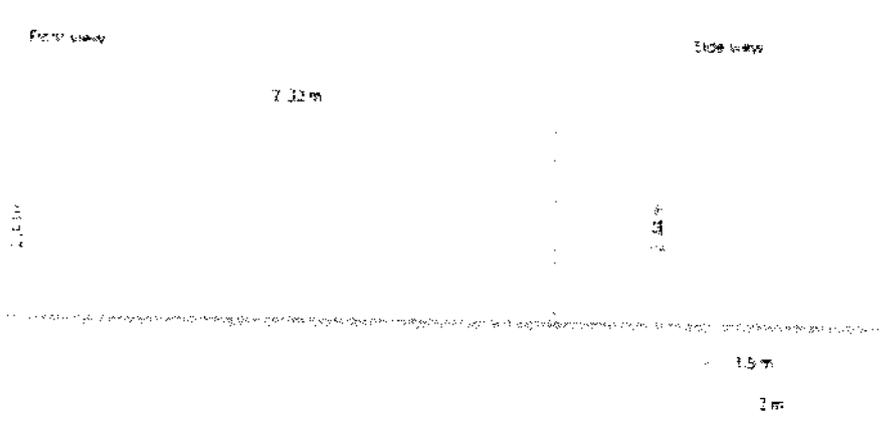


Diagram 3a: Suspension of goalposts

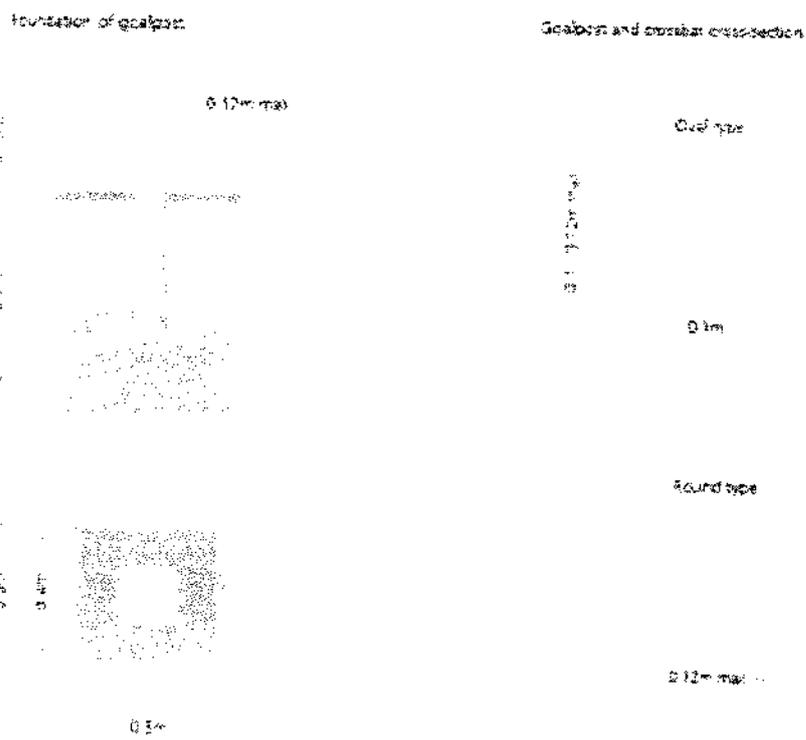


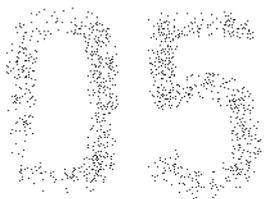
Diagram 4a: Goalposts

Additions Nil
 Corrections Nil
 Correction slips Nil
 Over Writing Nil
 Deletions Nil

For: *(Signature)*
 For: *(Signature)*
 For: *(Signature)*
 For: *(Signature)*

CE/Security/Gen. S

(Signature)



→ Players and match officials

5.1	Access to dressing rooms	94
5.2	Dressing rooms, toilets and bathing areas	94
5.3	Access from team vehicles to playing area	94
5.4	Warm-up area	94
5.5	First aid/first-aid post	94
5.6	Medical room	94
5.7	First Aid Management Officer	94
5.8	First Aid room/first aid kit	94

5.1 → Access to dressing rooms

There should be a private, protected area which can be accessed by team buses, cars and ambulances, from which the match participants can enter or leave the stadium safely, away from the public, the media and any unauthorised people

Access to dressing rooms

The route between this private entrance and the dressing rooms should be designed to allow for activities such as the uninhibited transportation of an injured person on a stretcher and the delivery of team kit and equipment.

The route between the various dressing rooms, the emergency vehicle location and the playing area should be accessible without the obstruction of stairs, changes in level, or sudden bends or turns that would make the route difficult to navigate with a stretcher carrying an injured player

5.2 → Dressing rooms, toilets and bathing areas

It is essential that the two principal dressing rooms in a stadium are of equal size, style and comfort. Frequently, the home team dressing room is far superior to that which is provided for the visiting team. This may be acceptable at domestic football level, but it reduces the possibility of the stadium being used as a neutral venue for a competition in which the organisers must provide both teams with equal facilities. For multi-purpose stadiums it is essential to have four dressing rooms of equal size and comfort. Even in stadiums which are not multi-purpose, it is advisable to have four dressing rooms of equal size and comfort, in order to accommodate events like double-header football tournaments

A modern stadium should have at least two but preferably four dressing rooms of equal size and comfort

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL

Concessionaire

For Worldstreet Sports Center Limited

FE/Sports Divn-1

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DELHI DEVELOPMENT AUTHORITY
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Teams' areas

Position: the main stand.

They should provide direct, protected access to the playing area and be inaccessible to the public and the media.

Number: at least two separate team areas, but preferably four.

Minimum size: 200m².

Team areas should: be well ventilated with fresh air and be air conditioned and centrally heated, have easily cleanable floors and walls of hygienic material, have non-slip floors and be brightly lit

Team areas should include the following spaces, with private internal access:

Dressing rooms 80m²

Dressing rooms should have: bench seating for at least 25 people, clothes hanging facilities or lockers for at least 25 people, a refrigerator, a tactical demonstration board, a telephone (external/internal). Player dressing rooms are to include provision for a mounted TV.

Massage room 40m²

The massage or treatment area should be separated from, and immediately adjacent to, the dressing space. It should include space for three massage tables, a desk, a utility table and an ice machine. The massage room should be immediately adjacent to the players' dressing room – an internal passage or door is ideal.

Toilets and sanitary facilities 50m²

These should be immediately adjacent to, and with direct private access from, the dressing room. Each room should have a minimum of: 11 showers, 5 washbasins with mirrors, 1 foot basin, 1 drying-off area with towel hooks, 1 sink for cleaning boots, 3 urinals, 3 toilets, 2 electric shaving points and 2 hair dryers.

Coaches' offices 30m²

They should be adjacent to the teams' dressing rooms

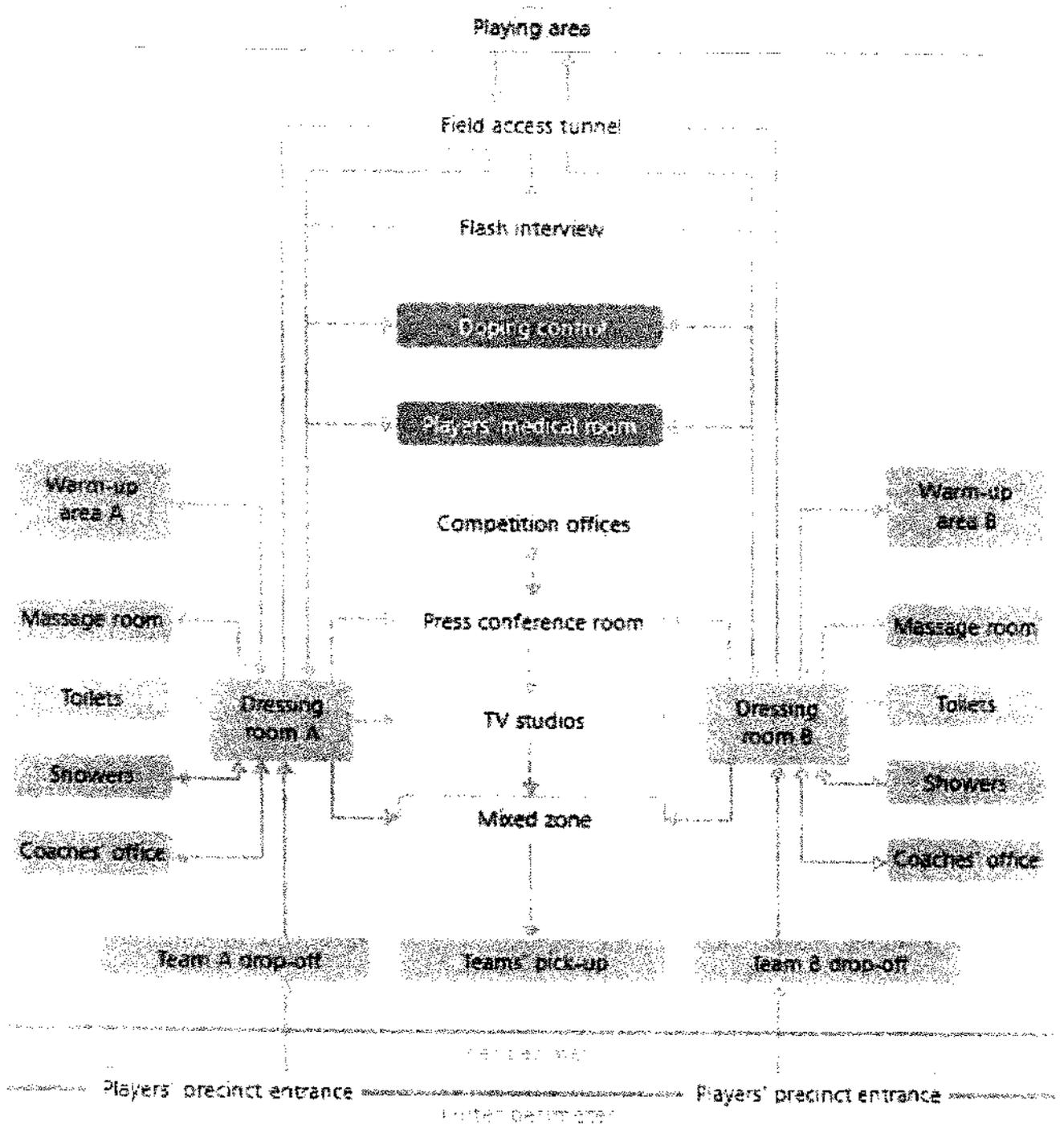
Coaches' offices should have: 1 shower, 4 lockers plus toilet and sink, 1 desk, 5 chairs, a whiteboard and a telephone

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

For Woodstreet Sports International
Concessionaire
Signature

Signature
R/S/SPORTS/Dir/1

Signature
R/S/SPORTS/Dir/1



Additions..... NIL
 Corrections..... NIL
 Correction slips..... NIL
 Over Writing..... NIL
 Deletions..... NIL

[Signature]
 Concessionaire

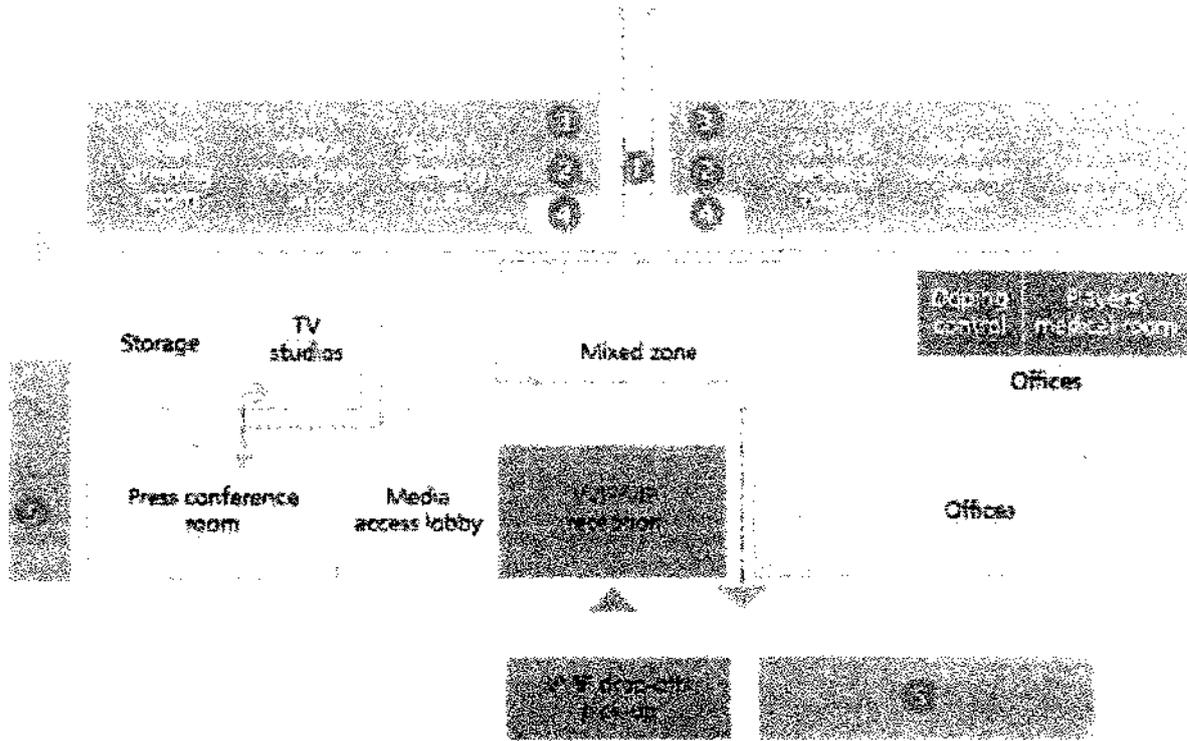
For We-Indrast Sports Centre Limited

EE/Sports Divn-1

Authorized Signatory

242

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RFP Volume- II (Concession Agreement & Schedules)



Additions Nil
 Corrections Nil
 Correction Appx. Nil
 Over Against Nil
 Exclusions Nil

For Newstreet Sports Centre Limited
 Concessionaire
 Newstreet Signature

CC/Sports Divn 2



Players and match officials

5.1 Dressing rooms, toilets and bathing areas	64
5.1.1 Dressing rooms	64
5.1.2 Toilets	64
5.1.3 Bathing areas	64
5.1.4 Locker rooms	64
5.1.5 Changing rooms	64
5.1.6 Shower rooms	64
5.1.7 Restrooms	64
5.1.8 First aid room	64
5.1.9 Physiotherapy room	64
5.1.10 Medical room	64
5.1.11 First aid kit	64
5.1.12 First aid kit	64
5.1.13 First aid kit	64
5.1.14 First aid kit	64
5.1.15 First aid kit	64
5.1.16 First aid kit	64
5.1.17 First aid kit	64
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5.1.100 First aid kit	64

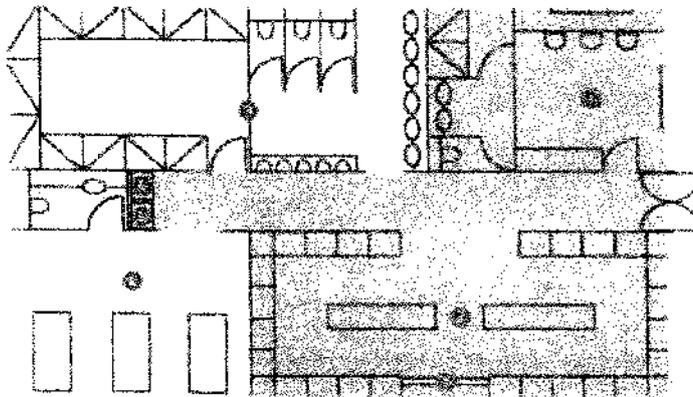


Diagram Set
 Team dressing room

- Total area – 240sqm
- 1 Coach's office – 30sqm
 - 2 Changing room – 40sqm
 - 3 Sanitary facilities – 20sqm
 - 4 Massage table – 40sqm
 - 5 Team tactics board
 - 6 Restrooms

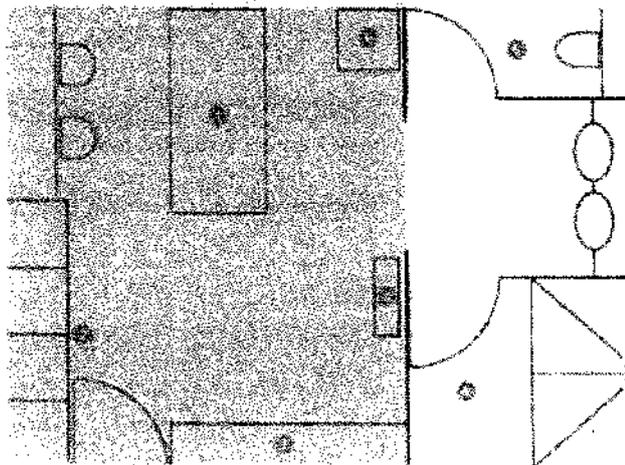


Diagram Set
 Referees' dressing room

- Total area – 240sqm
- 1 Massage table
 - 2 Lockers
 - 3 Bench
 - 4 Showers
 - 5 Toilet
 - 6 Shower
 - 7 Television

Correction sheet . . . NIL
 Over Writing . . . NIL
 Deletions . . . NIL

Concessionaire

EE/Sports Divn-I

Kan Worldareer Sports Center Limited

Authorized Signatory

13.9.

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

56. INDOOR SPORTS FACILITIES

BADMINTON STADIUM - 4 Courts

OVERALL SPACE: 34.50M x 19.60M x 12.00M								
NUMBER OF COURTS	COURT SIZE (M)			RUN-OFFS (M)				ADDITIONAL AREAS
	LENGTH	WIDTH	HEIGHT	ENDS	SIDES	BETWEEN OPPOSING COURTS	BETWEEN PARALLEL COURTS	
4	13.40	6.10	12.00	5.00	3.00	-	2.50	PLAYERS FACILITIES, COAC ROOMS, EQUIPMENT STORE.
SOURCE OF INFORMATION:								
<ul style="list-style-type: none"> • BWF - Badminton World Federation (http://bwfbadminton.org) • Sports Halls - Design and Layouts 2012 (http://www.sportengland.org/media/31363/Sports-Halls-Design-and-Layouts-2012) 								
FLOOR FINISH		WALL FINISH		LIGHTING		ALTERNATIVE USE OF SPACE		
MAPLE WOOD RESILIENT FLOORING / RUBBERISED FLOOR IN ROLL FORM		DARK COLOUR WALL PAINT.		ARTIFICIAL LIGHTING – 1000 LUX		BASKETBALL, VOLLEYBALL		

Addition . . . Nil
Correction . . . Nil
Correction sheet . Nil
Clear Writing . . Nil
Deletions . . . Nil

Ap. Works/Ind. Sport Center- DDA, DDA

Conceded

Approved by

EE/Sports Divn I

Reference for International Standard

Sports Halls

Design
Guidance Note

Overview of numbers of courts / levels of play for nominal hall sizes							
Sport and level of play category**	4 Court hall (40.0 x 34.5 x 9.5m)		8 Court hall (60.0 x 34.5 x 9.5m)		12 Court hall (60.0 x 34.5 x 10.0m)		General notes
	International	Club	International	Club	International	Club	
Badminton							
International	1	2	2	4	4	6	1. First class officials zone
Club	1	2	2	4	4	6	2. To be provided that 10 minutes more are available
Community	1	2	2	4	4	6	
Basketball							
International	-	-	1	2	2	3	
Club	-	-	1	2	2	3	
Community	-	-	1	2	2	3	
Cricket practice / indoor cricket							
International	1	1	1	1	1	1	* Includes allowance for 5 Cent of 5 x 6m only preparation area for each basketball court within each 4 or 8 court modules
Club	1	1	1	1	1	1	
Community	1	1	1	1	1	1	
Gymnastics							
International	-	-	-	-	-	-	
Club	-	-	-	-	-	-	
Community	-	-	-	-	-	-	
Ice skating / figure skating							
International	-	-	-	-	-	-	
Club	-	-	-	-	-	-	
Community	-	-	-	-	-	-	
Indoor hockey							
International	-	-	-	-	-	-	
Club	-	-	-	-	-	-	
Community	-	-	-	-	-	-	
Netball							
International	-	-	-	-	-	-	
Club	-	-	-	-	-	-	
Community	-	-	-	-	-	-	
Table Tennis							
International	1	1	1	1	1	1	
Club	1	1	1	1	1	1	
Community	1	1	1	1	1	1	
Table Tennis**							
International	1	1	1	1	1	1	
Club	1	1	1	1	1	1	
Community	1	1	1	1	1	1	
Table Tennis***							
International	1	1	1	1	1	1	
Club	1	1	1	1	1	1	
Community	1	1	1	1	1	1	
Table Tennis****							
International	1	1	1	1	1	1	
Club	1	1	1	1	1	1	
Community	1	1	1	1	1	1	
Table Tennis*****							
International	1	1	1	1	1	1	
Club	1	1	1	1	1	1	
Community	1	1	1	1	1	1	

Additions..... Nil
Corrections..... Nil
Correction slips... Nil
Over Writing..... Nil
Deletions..... Nil

For WorldSport Sports Center Limited
Authorized signature

EE/Sports (Div-1)

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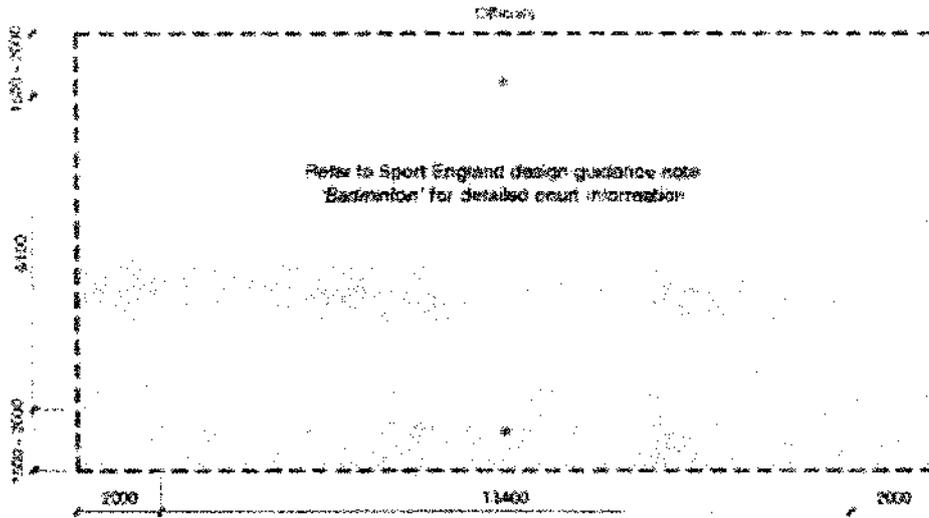
Sports Halls

Design
Guidance Note

Appendix 2

Court dimensions

Badminton



Dimensions of a badminton court (mtr)

	Community	Club	Premier	International
Minimum height over court	6700	7500	9000	9000
Playing area (double courts)				
Length	13400	13400	13400	13400
Width	8100	6100	6100	6100
Wall from baseline min	2000	2000	2000	2000
Between opposing courts including division netting	3000	3000	4000	4000
Wall from sideline	1500	1500	1500	1500
Between parallel courts min	1500	1500	1500	1500
Between parallel courts including division netting	2400	2600	2600	3000
Minimum overall area				
For a single court	17400 x 9100	17400 x 9100	17400 x 9100	17400 x 10100
For two parallel courts	17400 x 16700	17400 x 16700	17400 x 16700	17400 x 18200
For each additional court	17400 x 7600	17400 x 7600	17400 x 7600	17400 x 8100

Notes

To accommodate viewing chairs an additional width may be needed between court sides outside of safety run off

Excludes space for officials tables or division netting

Excludes division netting

For more information refer to the

Refer also to Sport England design guidance note 'Badminton'

Badminton space requirements (mtr)

Addition Nil
Correction Nil
Correction (sp) Nil
Over Writing Nil
Deletion Nil

For more information refer to the

Refer also to Sport England design guidance note 'Badminton'

For more information refer to the

TABLE TENNIS HALL - 9 Tables

OVERALL SPACE : 15.60M X 30.00M X 5.00M								
NUMBER OF TABLES	TABLE SIZE (M)			RUN-OFFS (M)				ADDITIONAL AREAS
	LENGTH	WIDTH	HEIGHT	ENDS	SIDES	BETWEEN OPPOSING COURTS	BETWEEN PARALLEL COURTS	
3 (MATCH COURT)/ 9 (PRACTICE COURTS)	2.74	1.525	5.00	3.63	1.85	7.26	3.70	TRAINER'S ROOM
SOURCE OF INFORMATION:								
• ITTF - International Table Tennis Federation (http://www.ittf.com/ittf_handbook/ittf_hb.html)								
FLOOR FINISH		WALL FINISH			LIGHTING		ALTERNATIVE USE OF SPACE	
RUBBERISED FLOOR IN ROLL FORM		DARK COLOUR WALL PAINT			500 LUX		-	

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil

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 Concessionaire

[Signature]
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Pun Worldstreet Sports Center Limited

201

3-11/1680/2007/03

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FITNESS CENTRE

OVERALL SPACE: 19.60M X 11.00M								
NUMBER OF PLAY AREAS	ROOM SIZE (M)			RUN-OFFS (M)				ADDITIONAL AREAS
	LENGTH	WIDTH	HEIGHT	ENDS	SIDES	BETWEEN OPPOSING COURTS	BETWEEN PARALLEL COURTS	
1	19.60	11.00	5.00					
FLOOR FINISH			WALL FINISH			LIGHTING		ALTERNATIVE USE OF SPACE
RUBBERISED FLOOR IN ROLL FORM			WALL FINISH – LAMINATE PANELING & MIRROR			LIGHTING – ARTIFICIAL & NATURAL LIGHTING – 300 LUX OVERALL		

Additions..... Nil
 Corrections..... Nil
 Correction Slip..... Nil
 Over Writing..... Nil
 Alterations..... Nil

For: Delhi Development Authority
 Concessionaire

DD/2007/Div-1

SQUASH COURT

OVERALL SPACE : 13.90M X 15.75M X 6.00M

NUMBER OF PLAY AREAS	WALL SIZE (M)			RUN-OFFS (M)				ADDITIONAL AREAS
	LENGTH	WIDTH	HEIGHT	ENDS	SIDES	WEENOPPO SINGCOURTS	WEENPARA LLEL COURTS	
1	9.75	6.40	6.00	-	-	-	-	SPECTATOR SEATING

SOURCE OF INFORMATION:

• WSF - World Squash Federation (<http://www.worldsquash.org>)

FLOOR FINISH	FLOOR FINISH	FLOOR FINISH	FLOOR FINISH
MAPLE WOOD RESILIENT FLOORING			

Additions.....NIL
 Corrections.....NR
 Correction slips...NIL
 Over Writing... Nil
 Deletions.....NIL


 Concessionaire


 EF/Sports Divn-1

For Worldstreet Sports Center Limited

RECOMMENDED STANDARDS OF CONSTRUCTION

WSF

1. MATCH OFFICIALS

- 1.1 There shall be space provided for a marker and a referee, who shall be able to see the whole of the court and shall be able to hear the play and the players and be heard by them.
- 1.2 The space for the marker and the referee shall be behind the plane of the back wall.

2. SPECTATORS

- 2.1 Spectator areas may be located behind the plane of any wall of the court.

3. CAMERA FACILITIES

- 3.1 Play may be televised, filmed, photographed or recorded in any way from above the court or through any of the walls, provided that:
 - 3.1.1 no camera or other equipment may project into any part of the court or below the minimum clear height above the court specified in clause 4.4 below
 - 3.1.2 players inside the court are not aware of any camera or other equipment, or any persons operating the cameras or other equipment, behind either the front or the side walls during play.
- 3.2 Camera panels may be incorporated in any part of the court playing walls provided that any such panel shall:
 - 3.2.1 be flush with the adjacent wall surfaces on the court side
 - 3.2.2 match as closely as possible the colour of the adjacent surfaces on the court side
 - 3.2.3 have similar rebound characteristics to the surrounding court playing surface
 - 3.2.4 be fixed in such a way as to withstand indefinitely the impact of the ball, rackets and players in normal play
 - 3.2.5 be constructed of a material (for example safety glass) which will not be liable to cause serious injury to players or spectators if it breaks.

4. COURT DIMENSIONS AND TOLERANCES

Plan Dimensions

- 4.1 The plan dimensions of the singles court, measured 1 metre above finished floor level, shall be:
 - 4.1.1 Length: 9750 mm plus or minus 10 mm
 - 4.1.2 Width: 6400 mm plus or minus 10 mm
 - 4.1.3 Diagonals: 11665 mm plus or minus 25 mm
- 4.2 The plan dimensions of the standard doubles court, measured 1 metre above finished floor level, shall be:
 - 4.2.1 Length: 9750 mm plus or minus 10 mm
 - 4.2.2 Width: 7620 mm plus or minus 10 mm

For World Street Sports Centre Limited

Authorized Signature

506

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RFP Volume- II (Concession Agreement & Schedules)

**WORLD
SQUASH**

4.2.3 Diagonals: 12375 mm plus or minus 25 mm

WSF

Please see Appendix 7 Note B: For WSF recognised World and Regional events and Commonwealth Games, the width of the court between playing surfaces may be expanded from 7620mm to 8420mm.

- 4.3 For existing courts, it is recognised that on occasions where the wall playing surface has deteriorated beyond economic repair then the use of a wall renovation system might be considered. In these circumstances, it is recommended that the court plan dimensions are not reduced by more than 80 mm from those noted above.

Clear Height

- 4.4 The clear height above finished floor level (i.e. the height to the underside of the lowest obstruction) over the whole of the court shall be not less than 3.04 m. The clear height shall be measured to the underside of the lowest obstruction including lights.

Verticality of Court Walls

- 4.5 The Court Walls shall be vertical to within plus or minus 5mm in a height of 2 metres when measured:
- 4.5.1 within 250 mm of each corner of the court.
 - 4.5.2 at three additional intermediate points evenly spaced along the length of each wall.

Straightness of Walls

- 4.6 The walls of the court shall be straight to within plus or minus 15 mm in the length of any wall when measured horizontally at a height of 1 metre above finished floor level.

Plane of Court Walls

- 4.7 The walls of the court shall be plane and:
- 4.7.1 have no indentations, holes or open joints of more than 2 mm across in any dimension in the plane of the wall
 - 4.7.2 have no variations from the true surface of more than 3 mm when measured in any direction with a 1800 mm long straight edge.

The Floor

- 4.8 The floor shall be level to within plus or minus 10 mm in the length, width and on the diagonals of the court.
- 4.9 Any joint in the floor finish shall be plane to within 0.25 mm. Any open joint shall not be more than 2 mm wide, except that any expansion gap shall not be more than 6 mm at the juncture of the floor with any wall, unless the construction method requires perimeter ventilation in which case the gap shall not be more than 12 mm wide.
- 4.10 The floor surface shall be true to within plus or minus 3 mm in 3 metres.

5. COURT MARKINGS

Generally

- 5.1 All court markings shall be 50 mm wide and contrast in colour to adjoining surfaces, all wall markings shall be the same colour and all floor markings shall be the same colour.
- 5.2 All court markings shall be straight to within plus or minus 2 mm in 3 metres.

- 9 -

Additions ... Nil
Corrections ... Nil
Correction slips ... Nil
Over Writing ... Nil
Deletions ... Nil

For M/s. *Delhi Development Authority Limited*

Concessionaire

Kuldeep Singh

EE/Sports Divn-I

Schedule E – Applicable Permits and Development Permits
(See Clause 4.1.3)

1 Applicable Permits

1.1 The Concessionaire shall obtain all Applicable Permits, approval from local bodies , as required under Applicable Laws, save and except to the extent of a waiver granted by the Authority in accordance with the Concession Agreement.

Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
DeletionsNIL



Concessionaire



EE/Sports Divn-1

Hot Wheelstreet Sports Center Limited

Authorised Signatory

207



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Schedule F – Performance Security
(See Clause 9.1)

The.....
.....
.....

WHEREAS:

- (A) (the "Concessionaire") and the (the "Authority") have entered into a Concession Agreement dated (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking the development of the Project on design, build, finance, operate and transfer (the "DBFOT") basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of INR 10,50,00,000. (Rupees ten crore fifty lakh only) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).
- (C) We, through our Branch at (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

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

- 2. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 3. A letter from the Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank,

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

.....
Concessionaire
Authorised Signatory

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RFP/Part- II/ Vol. I

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notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

4. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
6. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
8. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force throughout the Construction Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Over Writing..... NIL
 Deletions..... NIL


 Concessionaire


 EE/Sports Divn-1

For Worldstreet Sports Center Limited

Authorized Signatory



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank or in person at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period equivalent to the Construction Period mentioned in the Concession Agreement or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. The jurisdiction of this Performance Security shall be in New Delhi.

Signed and sealed this day of....., 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

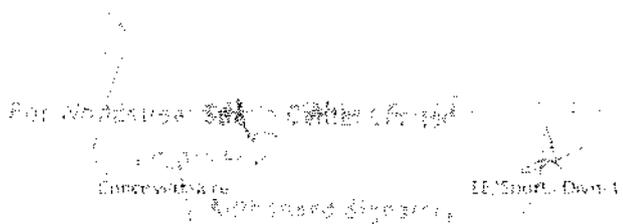
(Designation)

(Code Number)

(Address)

(Email)

Additions Nil
 Corrections Nil
 Corrections over Nil
 Over Writing Nil
 Deletions Nil



 For and on behalf of the Bank by:

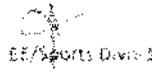


NOTES:

- (a) The bank guarantee should contain the name, designation, email and code number of the officer(s) signing the guarantee.
- (b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Additions NIL
 Corrections..... NIL
 Correction slips.. NIL
 Over Writing ... Nil
 Deletions..... Nil


 Concessionaire


 EE/Sports Divn-2

For Wandsheel Sports Centre Limited

211


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Schedule G – Project Completion Schedule for Mandatory Facilities

(See Clause 12.1)

Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled Completion Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of achievement of each Project Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof.

1 Project Milestone-I

1.1 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have submitted the Detailed Project Report of the Project to the Authority and the Independent Engineer for review and approval.

1.2 Project Milestone-I shall occur at completion of 3 (three) months from the Appointed Date (the "Project Milestone-I")

2 Project Milestone-II

2.1 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have and expended 15% of the combined capital cost of the Mandatory Facilities, as set forth in the Financial Package and the same shall be verified by the Independent Engineer.

2.2 Project Milestone-II shall occur at completion of 9 (nine) months from the Appointed Date (the "Project Milestone-II").

3 Project Milestone-III

3.1 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have expended 40% of the combined capital cost of the Mandatory Facilities, as set forth in the Financial Package and the same shall be verified by the Independent Engineer.

3.2 Project Milestone-III shall occur at completion of 18 (eighteen) months from the Appointed Date (the "Project Milestone-III").

4 Project Milestone-IV

4.1 Prior to the occurrence of Project Milestone-IV, the Concessionaire shall have expended 75% of the combined capital cost of the Mandatory Facilities, as set forth in the Financial Package and the same shall be verified by the Independent Engineer.

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

Concessionaire

20/05/2011

20/05/2011

4.2 Project Milestone-IV shall occur at completion of 24 (twenty-four) months from the Appointed Date (the "Project Milestone-IV").

5 Project Milestone-V

5.1 Prior to the occurrence of Project Milestone-V, the Concessionaire shall have completed the construction of the Mandatory Facilities, including physical completion (including obtaining applicable permits) and financial completion, and the same shall be verified by the Independent Engineer.

5.2 Project Milestone-V shall occur at completion of 36 (thirty-six) months from the Appointed Date (the "Project Milestone-V").

6 Scheduled Completion Date

6.1 The Scheduled Completion Date shall be 36 (thirty six) months from the Appointed Date.

6.2 On or before the Scheduled Completion Date, the Concessionaire shall have completed the Mandatory Facilities in accordance with this Agreement.

7 Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

Additions..... NIL
Corrections... NIL
Correction slips... NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire

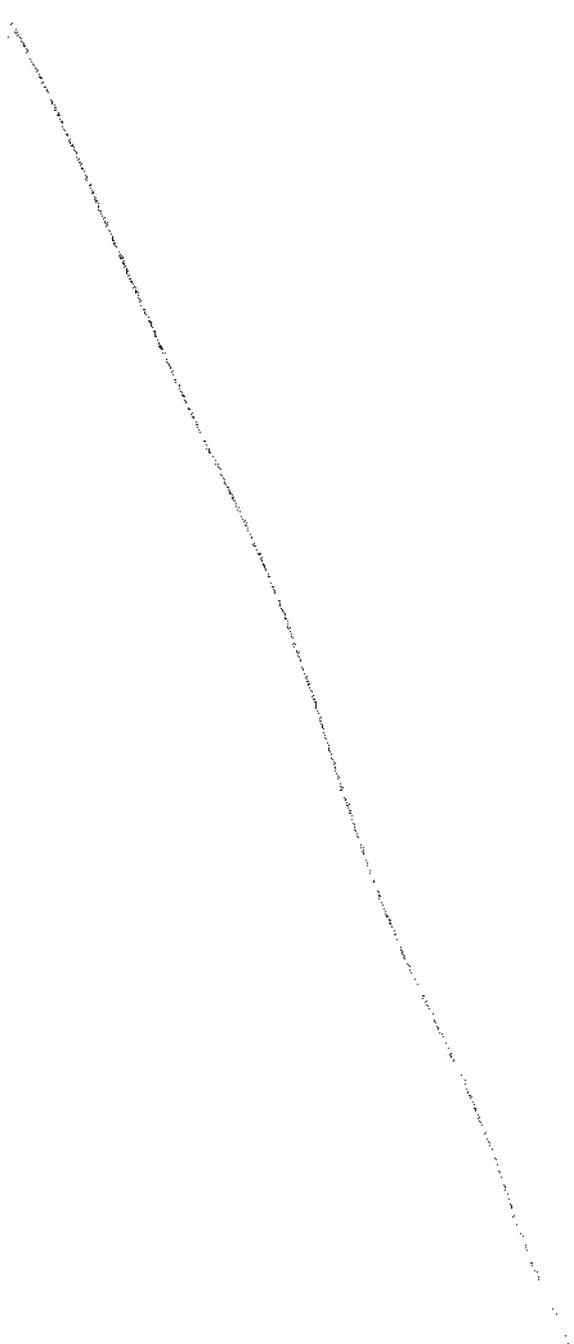

EC/Sports Divn. 1

For Aulakh Street Sports Center

Authorized Signatory



DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)



Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

[Handwritten Signature]
Concessionaire
M/s. [Illegible Name]

[Handwritten Signature]
EE, Supt. Div. 1



Schedule H – Detailed Project Report
(See Clause 12.3)

1. Detailed Project Report

In compliance of the obligations set forth in Clause 12.3 of this Agreement, the Concessionaire shall furnish to the Independent Engineer and the Authority, free of cost, all Drawings, designs, specification and reports listed in Annexure of this Schedule – H:

2. Additional Drawings/Report

If the Authority determines that for discharging its duties and functions under this Agreement, it requires any drawings or reports other than those listed in Annex-I, it may by notice require the Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings or reports to the Authority, as if such drawings or reports formed part of Annexure of this Schedule – H.

Annex-I
(Schedule-H)

[Note: The Authority in consultation with the Independent Engineer shall describe in this Annexure, all the Drawings or reports that the Concessionaire is required to furnish under Clause 12.3]

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


Concessionaire


EE/Sports Divn I

For World's Great Sports Center Limited

Authorised Signatory



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Schedule I – Tests
(See Clause 14.1)

1 Schedule for Tests

1.1 The Concessionaire shall, no later than 90 (ninety) days prior to the likely completion of the Mandatory Facilities, notify the Independent Engineer and the Authority of its intent to subject the Mandatory Facilities to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of the Construction Works.

1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the E Mandatory Facilities to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-I.

2 Tests

[Note: The Authority, in consultation with the Independent Engineer shall hereunder describe all the Tests that are required to be performed]

3 Agency for conducting Tests

All Tests set forth in this Schedule-I shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

4 Completion Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate in accordance with the provisions of Article 14.

5 Tests during construction

Without prejudice to the provisions of this Schedule-I, tests during Construction Works shall be conducted in accordance with the provisions of Clause 13.3.1.

Additions..... NIL
Corrections..... NIL
Correction sign. NIL
Over Writing..... NIL
Deletions..... NIL

[Signature]
Concessionaire

EE/Sports Civil 1



Schedule J(a) - Completion Certificate
(See Clauses 14.2 & 14.3)

1. I / We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the "Agreement"), for the Project (the "Project") on design, build, finance, operate and transfer (the "DBFOT") basis, through.....(Name of Concessionaire), hereby certify that the Tests specified in Clause 14 and Schedule I of the Agreement have been successfully undertaken to determine compliance of the Mandatory Facilities with the provisions of the Agreement, and I / We am / are satisfied that the Mandatory Facilities can be safely and reliably placed in commercial service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of the Mandatory Facilities have been completed, and the Mandatory Facilities is hereby declared fit for entry into commercial operation on this the..... day of20....

SIGNED, SEALED AND DELIVERED

For and on behalf of

the INDEPENDENT ENGINEER by:

(Signature)

(Name)
(Designation)
(Address)

Additions NIL
Corrections NIL
Correction slips NIL
Over Writing NIL
Deletions NIL


Concessionaire
E.I./Sports Divn-1

For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Schedule I(b) – Provisional Certificate
(See Clauses 14.3)

1. I / We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the "Agreement"), for the Project (the "Project") on design, build, finance, operate and transfer (the "DBFOT") basis through (Name of Concessionaire), hereby certify that the Tests specified in Clause 14 and Schedule I of the Agreement have been undertaken for the Project Components to determine compliance thereof with the provisions of the Agreement.
2. Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire) I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Components, pending completion thereof.
3. In view of the foregoing, I/We am/are satisfied that the Project Components can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Components is hereby provisionally declared fit for entry into commercial operation on this theday of 20.....

ACCEPTED, SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Concessionaire by:

For and on behalf of Independent Engineer by:

.....
(insert name and designation)

.....
(insert name and designation)

(Address)

(Address)

(e-mail address)

(e-mail address)

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil

[Handwritten Signature]
 377 World Trade Center
 Concessionaire
 World Trade Center
 Concessionaire

ED/Supts/Level 1

Schedule K – Maintenance Requirements for Mandatory Facilities
(See Clause 17)

1 Maintenance Requirements

- 1.1 The Concessionaire shall, at all times, operate and maintain the Mandatory Facilities in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-K (the "Maintenance Requirements").
- 1.2 The Concessionaire shall follow the minimum operation and maintenance standards and repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-K within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 17.7 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2 Repair/rectification of defects and deficiencies

- 2.1 The obligations of the Concessionaire in respect of Maintenance Requirements shall include follow the minimum operation & maintenance standards and repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - K within the time limit set forth therein.
- 2.2 The Concessionaire shall at all times maintain an adequate inventory of spares and consumables to meet the Maintenance Requirements.

3 Other defects and deficiencies

- 3.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.
- 3.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Independent Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-K, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good industry

Additions Nil
Corrections..... Nil
Correction slips.....Nil
Over Writing.....Nil
Deletion.....Nil


CONCESSIONAIRE


EE/Spclty. Officer

For: Wrist Street Sports Center, Gurugram

Authorized Signatory

219
2017

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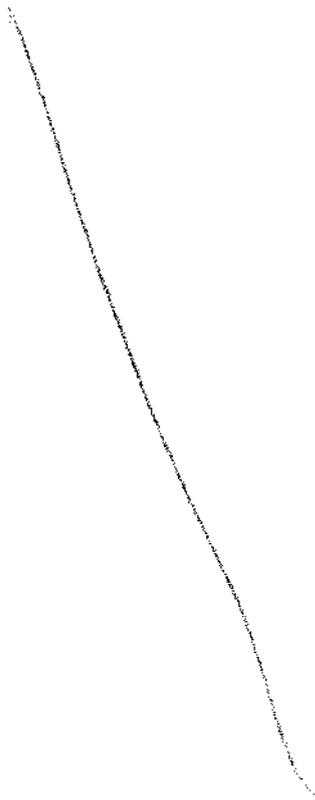
Practice. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Mandatory Facilities poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

6 Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire so that the Mandatory Facilities conforms to the Maintenance Requirements on the Transfer Date.



Addendum . . . Nil
Corrections . . . Nil
Correction slips . Nil
Cost Writing . Nil
Defences . . . Nil

For Worldy Feet Sports Centre Limited
CONY A
Concessionaire
[Signature]

[Signature]
EE/Sports Deptt



**Annex - I
 (Schedule-K)**

1. Repair/Rectification of Defects and Deficiencies

(to be listed out based on the DPR of the Concessionaire in consultation with the Authority and the Independent Engineer)

2. Minimum Operation and Maintenance standards

a) General

During the Operation Period the Concessionaire shall maintain the Mandatory Facilities in accordance with performance standards and maintenance requirements, as mentioned below:

- i. Perform maintenance on a routine and periodic basis.
- ii. Provide functional facilities that (a) meet the sports infrastructure requirements; (b) have an environmentally acceptable atmosphere for users of the facility; (c) ensure safety and security of VVIPs; (d) ensure the safety of the visitors and general users; (e) ensure security of regular club users through a biometric based access control system and, (e) maintain a good environment in the site conducive to all sports facilities.
- iii. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- iv. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.

b) Maintenance Works

I. The Concessionaire shall perform routine and periodic maintenance activities including Annual Maintenance Contracts for the Mandatory Facilities viz, civil, mechanical and electrical works and equipment, furniture for meeting the specified performance standards as shown in the table below.

This should include but not limited to Field of Play, Pitches, Pitch maintenance equipment, score boards, flood lights/High Mast, elevators, turnstile, surveillance system, Fire Alarm System, Fire hydrant system, UPS, DGs, HVAC system, spectator seating, landscaping, internal/external roads etc.

Maintenance Requirement

Description	Required Level	Facility/ Equipment
Power Supply, Electrical Installations, Electrical Equipment's	Standby power arrangements shall be made for necessary project facilities, etc. No loose, open, un-insulated wiring any of the areas. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only.	Standby power supply by DG sets shall be ready to be operated and should be available 24 hours
Natural and	Shall meet the required illumination	Any disruption to mechanical

Additions..... Nil
 Corrections Nil
 Correction slips.....Nil
 Over Writing..... Nil
 Deletions..... Nil

[Signature]
 Concessionaire

[Signature]
 EE/Sports Devn-1

272

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RFP Volume- II (Concession Agreement & Schedules)

Mechanical Ventilation and Illumination	level as specified in the Indian Standard (IS) Code and National Building Code (NBC). Shall meet the required Ventilation level as specified in the IS Code and NBC.	ventilation, if provided, shall be rectified within 24 hours. Arrangements for natural ventilation like skylights ventilators, shafts etc. shall be cleaned after every 5 days.
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ii. Maintenance of circulation areas of Project Facilities: circulation area maintenance shall include the entire house keeping activities requiring routine and periodic maintenance. Annual maintenance shall be done for accessories like fans, lighting arrangements, Air Conditioners and geyser etc in these areas

c) Performance Standards:

- i. The performance levels define the level at which the Mandatory Facilities are to be maintained and operated.
- ii. The obligations of the Concessionaire in respect of Maintenance requirements shall include:
 - a) maintaining site environment so as to cause minimum disturbance to the environment.
 - b) ensure that the Mandatory Facilities are operational and rectification of the defects and deficiencies within the minimum time.
 - c) ensure that the fixed parameters provided in this Agreement are abided by at any time during the Concession Period
- iii. Notwithstanding anything contrary to specified in this schedule, if the nature and extent of any defect justifies more time for its repair or rectification as compared to time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. However, the Concessionaire shall get prior approval from the Authority, for such additional requirements of time.
- iv. Notwithstanding anything to the contrary contained in this Schedule, if any defect, deficiency or deterioration in the Mandatory Facilities poses danger to the life and property of the Users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger

d) Routine Maintenance Performance Standards

S. No	Serviceability Indicator	Required Maintenance Level	Permissible Time Limit for repairs/rectifications
Mandatory Facilities			
1	Power Supply, Electrical Installations, Electrical Equipment shall be functional	100% with zero tolerance	Any disruption in power supply shall be rectified in six hours. Standby power supply by DG sets shall be ready to be operated and should be available 24 hours
2	Natural and Mechanical Ventilation and Illumination for multi-storey parking, if any, shall be functional	100% with zero tolerance	Any disruption to mechanical ventilation if provided shall be rectified within 24 hours. Sky-lights, ventilators, shafts etc shall be cleaned after every 5 days
3	Boundary Wall as per applicable regulations shall be without any	100% with zero tolerance	Any damage / breach to the boundary wall shall be rectified within three (3)

Additions Nil
Corrections Nil
Correction slip Nil
Over Writing Nil
Deletions Nil

ForWARDED TO THE
CONCESSIONAIRE
DELHI DEVELOPMENT AUTHORITY

11/11/2011

	Damage / Breach		days after their detection.
4	There shall be no standing water on pavement surface, no water logging in the centre	100% with zero tolerance	Immediate measures to be taken and water logging should be cleared within four hours.
5	All Toilets, Urinals, bathrooms shall be clean and functional	A minimum of 95% toilets and urinals shall be functional at any given point of time.	Toilets, Urinals, bathrooms shall be demarked with suitable sign boards. These should be kept clean and hygienic, and cleaning shall be done at least twice daily.
6	All drinking water chambers shall be clean and functional	A minimum of 95% drinking water chambers shall be functional at any given point of time	These shall be cleaned daily. Water supply shall be for 24 hours. Drinking water quality in all the seasons shall be as per WHO standards.
7	Dustbins, spittoons etc. shall be clean and functional	A minimum of 95% Dustbins, spittoons shall be functional at any given point of time	The dustbin shall be emptied after every six hours or earlier if it is full or if creates foul smell in the neighbourhood.
8	All Information Signage and Display Boards shall be visible, legible and functional	A minimum of 98% of signage and Display Boards shall be visible, legible and functional at any given point of time	These shall be cleaned once in a week. Damaged signage and boards shall be replaced, repaired within seven days of their detection
9	Seating Arrangements shall not be damaged	A minimum of 95% of seats shall not be damaged at any given point of time	Any damaged seat shall be repaired, replaced within seven days of detection. These shall be cleaned daily and checked that they are firmly fixed/grouted to the platform with the base.
10	Power Supply, Electrical Installations, Electrical Equipment shall be functional	100% with zero tolerance	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by the Independent Engineer
11	Staircases shall be clean and functional	A minimum of 95% of	The staircases shall be cleaned at least twice a day. Damaged handrails,

Additions NIL
 Corrections NIL
 Correction slips NIL
 Over Writing NIL
 Deletions NIL

[Signature]
 Concessionaire

[Signature]
 EE/Sports Dvt-1

For Worldtrans Sports Center Limited

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

		Staircases shall be clean and functional	risers or treads shall be repaired within three days after detection.
12	Illumination (Lighting) shall be functional	To illumination shall be functional as per national standards	The ventilators, sky-lights, etc serving as source of natural ventilation and other luminaries for artificial lighting shall be cleaned once in seven days to maintain the illumination level.
13	Defects in Electricity gadgetry like bulbs/ lamp shades/ wiring/ etc	100% with zero tolerance	Temporary measures within 4 hours, permanent restoration within 7 days
14	Defects in all other utilities like water supply/tap/ tap connections/pipe/ sewerage and drainage pipes/ tanks & overflow/ glasses/ window panes/ all other building furniture	100% with zero tolerance	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required.
Telecom systems / Networking			
15	Telecommunication and Networking Systems shall be functional	100% with zero tolerance	Temporary measures within 8 hours, and permanent restoration within 3 days
16	Fire Fighting Equipment shall be functional	100% with zero tolerance	Any damage to firefighting equipment installed in the facilities and in public spaces shall be rectified within 2 days of detection. Fire extinguishers shall be replaced before the end of its expiry date. The water tank meant for firefighting purpose shall remain flooded with water to its capacity at all the times.
17	Water Tank shall be clean and functional	100% with zero tolerance	Water tank shall be cleaned and disinfected every month (by usage of approved chemicals) to ensure that no inorganic sedimentation takes place.

e) Periodic Maintenance Performance Standards

In order to maintain the quality and operational standards of high quality, the periodic maintenance/renewal activities are proposed for the Mandatory Facilities in the table below

Sl.	Periodic Renewal Activities	Time Limit for renewal
1	Repainting of furniture, signages delineators, markings etc.	Minimum once in a year
2	Repainting of Buildings and all other structures.	Minimum once in three years

Additions..... Nil
Corrections..... Nil
Correction slip..... Nil
Over Writing..... Nil
Deletions..... Nil


 Anil Kumar
 General Manager

EC/Suppl. Draw 1

3	Repainting/re-polishing of carpentry work like joinery, doors, windows, ventilators, wooden furniture etc. in the offices, cabins, booths etc.	Minimum once in three years
4	Resurfacing of Pavement	Routine repairs once in a year and premix carpet once every four year in case the pavement is of Rigid type, no periodic renewal would be required except cleaning & filling of joints.
5	Mechanical Equipment	Minimum once in a year or as per manufacturer's installation, operation and maintenance instruction manual
6	Electrical Equipment	Minimum once in a year or as per manufacturer's installation, operation and maintenance instruction manual

f) Performance Standards for Operation

Sl.	Parameters	Performance Indicators
1	Parking Area	To remain operational 24 hours a day throughout the year
2	Enquiry Offices	To remain operational 16 hours a day throughout the year
3	Information System Displays	To remain operational 24 hours a day throughout the year
4	Toilets	To remain operational 24 hours a day throughout the year
5	Water Supply	To remain operational 24 hours a day throughout the year
6	Electricity Supply	To remain operational 24 hours a day throughout the year
7	Telecommunication and Networking Equipment	To remain operational 24 hours a day throughout the year
8	Standby Diesel Generator Sets	Standby diesel generator sets to supply power to the Mandatory Facilities must be available 24 hours a day, throughout the year in case of disruption or breakdown in power supply.
9	Maintenance Office	This shall remain operational for 16 hours a day and throughout the year.
10	Security	To remain functional 24 hours a day throughout the year Appropriate fencing of the site with lighting and security shall be provided to ensure that there will be no encroachment on the site.

(The aforementioned specifications will be finalized based on the DPR subject to compliance of the Terms and Conditions as mentioned in the Concession Agreement and guidance from the Authority and/ or Independent Engineer)

Additions..... NIL
 Corrections..... NIL
 Correction slips..... NIL
 Over Writing..... NIL
 Deletions..... NIL


 Concessionaire


 EE/Sports Divn-1



For Worldstreet Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

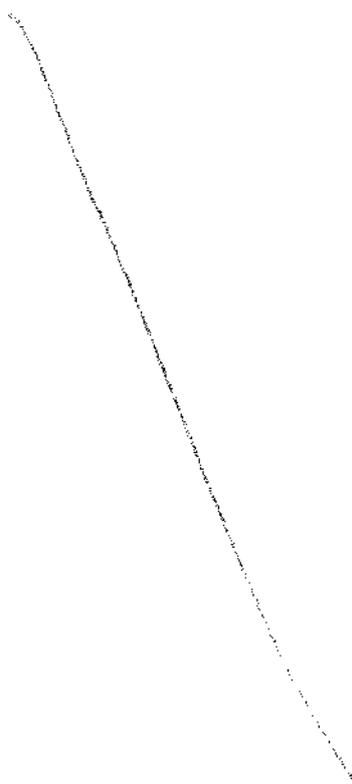
Schedule I – Safety Requirements
(See Clause 18.1.1)

1 Guiding principles

1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project, irrespective of the person(s) at fault.

1.2 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

[to be listed out based on the DPR of the Concessionaire in consultation with the Authority and the Independent Engineer]



Additions..... Nil
Corrections..... Nil
Correct on slips. Nil
Over Writing..... Nil
Deletions..... Nil

Concessionaire
Date: 10/1/2015

EE/Super. Div. 1

370

Schedule M – Selection of Independent Engineer
(See Clause 20.1)

1 Selection of Independent Engineer

1.1 The Authority shall select an experienced firm/individual to discharge the functions and duties of an Independent Engineer.

1.2 In the event of termination of an Independent Engineer, appointed in accordance with the provisions of paragraph 1.1, the Authority shall appoint another firm/individual forthwith or may engage a government-owned entity in accordance with the provisions of paragraph 4 of this Schedule- M.

2 Terms of Reference

The Terms of Reference for the Independent Engineer shall substantially conform with Schedule-N, provided further that the Terms of Reference are subject to change by the Authority for every subsequent selection of Independent Engineer after the completion of term of the initial selection

3 Fee and expenses

3.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Authority shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed 1% (one per cent) of the Total Project Cost for a tenure of 3 (three) years. Payments not exceeding such 1% (one per cent) shall be borne equally by the Authority and the Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

4 Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government-owned entity which is owned or controlled by the Authority shall not be eligible for appointment as Independent Engineer.

Additions..... Nil
Corrections..... Nil
Correction slips... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire

For Worliaroad Sports Center Limited


EE/SpBLS Div: I

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Schedule N – Terms of Reference for Independent Engineer
(See Clause 20.2.1)

1. Scope

- 1.1 These Terms of Reference for the Independent Engineer (the "TOR") are being specified pursuant to the Concession Agreement dated(the "Agreement"), which has been entered into between the Authority and (the "Concessionaire") for the Project on design, build, finance, operate and transfer (the "DBFOT") basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to construction of Mandatory Facilities, operation and maintenance of the Mandatory Facilities.

2. Definitions and Interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3. Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (a) review of the Drawings and Documents as set forth in Paragraph 4;
 - (b) review, inspection and monitoring of Construction Works for Project Facilities as set forth in Paragraph 5;
 - (c) conducting Tests on completion of construction and issuing Completion / Provisional Certificate as set forth in Paragraph 5;
 - (d) review, inspection and monitoring of O&M of Mandatory Facilities as set forth in Paragraph 6;

Additions Nil
 Corrections Nil
 Convection slips Nil
 Over-Writing Nil
 Deletions Nil


 Independent Engineer
 Concessionaire
 4/2, Concession Agreement


 EE/SB/03 Div 1
 1

- (e) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
- (f) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (g) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (h) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
- (i) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3.3 The scope of work of Independent Engineer shall be limited to Mandatory Facilities.

4. Development Period

4.1 During the Construction Period, the Independent Engineer shall undertake a detailed review of the Master Plan.

5. Construction Period

5.1 During the Construction Period, the Independent Engineer shall undertake a detailed review of the Drawings and Detailed Project Report to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites and topographical surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within fifteen (15) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings and Detailed Project Report with the Scope of the Project and Specifications and Standards.

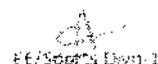
5.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within seven (7) days of receiving such Drawings or Documents.

5.3 Deleted

Additions..... Nil
 Corrections..... Nil
 Correction slips... Nil
 Over Writing... Nil
 Deletions..... Nil


 Concessionaire

For Worldstreet Sports Center Limited


 EE/Sports Devt-1

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- 5.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within fifteen (15) days of receipt thereof.
- 5.5 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction of Project Facilities, operation and maintenance thereof, and furnish its comments within seven (7) days from receipt of such reference from the Authority.
- 5.6 In respect of the Drawings, Detailed Project Report, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.7 The Independent Engineer shall inspect the Construction Works and the Project Facilities once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the twentieth (20th) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Facilities. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within seven (7) days of the inspection.
- 5.8 The Independent Engineer may inspect the Site more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.9 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.
- 5.10 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.9, shall comprise ten per cent (10%) of the quantity or number of tests prescribed for each category or type of tests in the Maintenance Manual; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to ten per cent (10%) for certain categories or types of tests.

Additions.....NIL
Corrections.....NIL
Correction slips.....NIL
Over Writing.....Nil
Deletions.....Nil

To: *Wanshu Sanyal*
General Manager
At: *Delhi Development Authority*

CC/Spank Singh



- 5.11 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Maintenance Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 5.12 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.13 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Construction Works is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within fifteen (15) days the steps proposed to be taken to expedite progress in order to achieve COD within the time specified in the Agreement. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 5.14 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.15 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within three (3) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.16 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 5.17 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate or Provisional Certificate, as the case may be. For

Additions..... NIL
 Corrections..... NIL
 Correction slips.....NIL
 Copy Writing..... Nil
 Deletions..... Nil

[Signature]
 Concessionaire

[Signature]
 (L1 Sports) Divn-1

For Works in-charge Sports Center Limited

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Clause 14 and Schedule I.

5.18 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Clause 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

5.19 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6. Operation Period

6.1 In respect of the Drawings, Detailed Project Report, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within fifteen (15) days of receipt of the Maintenance Programme.

6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within seven (7) days of receipt of such report.

6.4 The Independent Engineer shall inspect the Site once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the twentieth (20th) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within seven (7) days of the inspection.

6.5 The Independent Engineer may inspect the Site more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. It shall monitor and review the

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deleted..... Nil

For W.U. Inspection, Security Officer (L. M. S. S.)

Concessionaire

11/3/2011

results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

- 6.7 In respect of any defect or deficiency referred to in Paragraph 1of Schedule K, the independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 6.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any part of the Mandatory Facilities for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption to Users and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within three (3) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such part of the Mandatory Facilities, and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.6.
- 6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Mandatory Facilities, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within fifteen (15) days of receiving the proposal.

7. Termination

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than fifteen (15) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 31.1 and, if required, cause Tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Mandatory Facilities is such that its repair and rectification would require a larger amount than the sum set forth in Clause 32.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

Additions NIL
Corrections NIL
Correction slips NIL
Over Writing NIL
Deletions NIL

Concessionaire

For Worldstreet Sports Centre Project

11/ Sports Divn-1

233

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

7.2 The Independent Engineer shall inspect the Mandatory Facilities once in every fifteen (15) days during a period of ninety (90) days after Termination for determining the liability of the Concessionaire under Clause 32, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8. Determination of costs and time

8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

10. Miscellaneous

10.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

10.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the Test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

10.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two (2) copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one (1) of the copies to the Authority along with its comments thereon.

10.4 The Independent Engineer shall retain at least one copy each of all Drawings, Detailed Project Report and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

10.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Detailed Project Report, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and

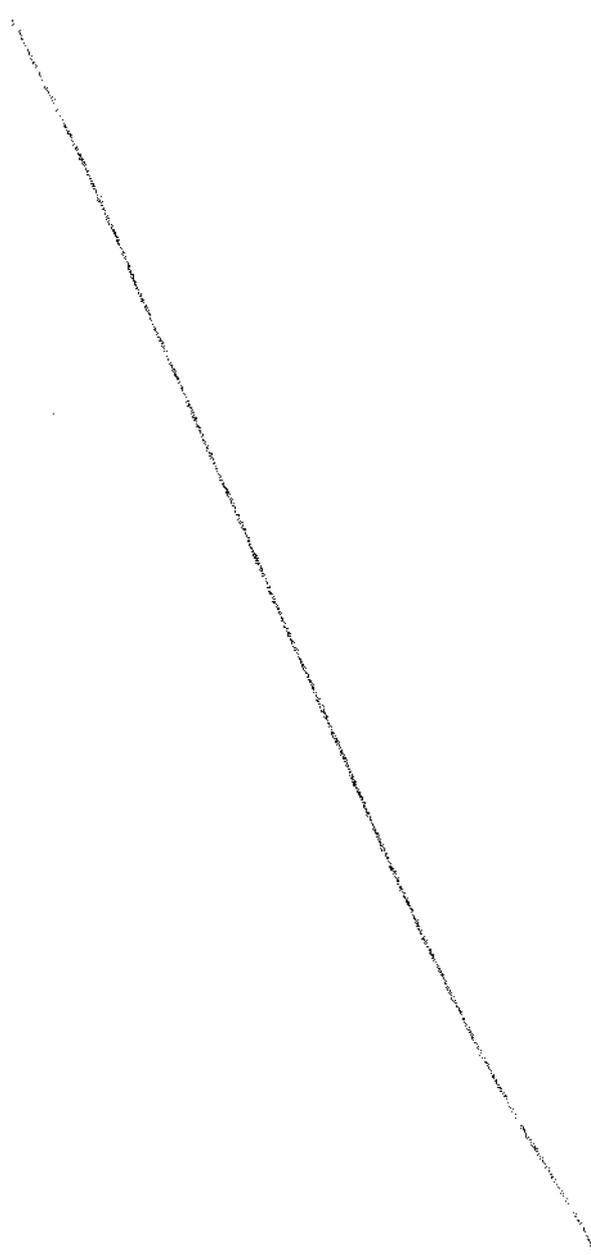
Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil

The Delhi Development Authority Limited
Concessionaire
Delhi

The Delhi Development Authority Limited
EF, Sports, Divn-1

obtain written receipt thereof. Two (2) copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

10.6 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.



Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing .. NIL
Deletions.....NIL

[Handwritten signature]
concessionaire

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EE/Spgrts Divn-2

For Authorised Signatory
Delhi Development Authority Limited

Authorised Signatory

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DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Schedule O – Escrow Agreement
(See Clause 24.1)

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

AMONGST

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

.....name and particulars of Lenders' Representative and having its registered office atacting 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);

.....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

The.....Department, represented by..... and having its principal offices at (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

- (A) The Authority has entered into a Concession Agreement dated with the Concessionaire (the "Concession Agreement") for Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on design, build, finance, operate and transfer (the "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) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

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

1. DEFINITIONS AND INTERPRETATION

Addition: Nil
Corrections: Nil
Corrections slip: Nil
Over Addition: Nil
Debit: Nil

For Worldstreet Sports Arena Limited
.....
Concessionaire
.....

.....
Multi-Sports Arena

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.

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil


 Concessionaire
 For World Street Sports Center Limited

EE/Sports Divn I

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

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 authorises 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 Prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the (name of Branch) of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

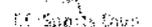
2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

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.

Additions Nil
Corrections..... Nil
Correction Dps. Nil
Over Writing Nil
Deletions Nil



 Concessionaire


 D.D. Sports Div. I

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the 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:

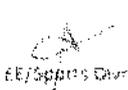
- (a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;
- (b) all funds received by the Concessionaire from its share-holders, in any manner or form;
- (c) all Fee levied and collected by the Concessionaire;
- (d) any other revenues, rentals, deposits or capital receipts, as the case may be, 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

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions..... NIL


Concessionaire


EE/Sppt's Divn. I

For World Judo Sports Centre Limited

239

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DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and /or credit the Escrow Account with:

- (a) all Fee collected by the Authority in exercise of its rights under the Concession Agreement; and
- (b) Termination Payments

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, 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 Contractor 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

4.1.1 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 there from on the Payment Date(s):

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project;
- (b) all payments relating to construction works, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) Concession Fee due and payable to the Authority;
- (d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

Additions Nil
Corrections Nil
Correction Slips: Nil
Over Writing Nil
Deletions Nil

For Municipal Board, Greater Noida

Concessionaire

For Municipal Board, Greater Noida

For Municipal Board, Greater Noida

- (e) 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;
- (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 liquidation of Deemed Performance Security;
- (h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (i) any reserve requirements set forth in the Financing Agreements;
- (j) 70% (seventy percent) of the balance towards principal prepayment of Debt Due; and
- (k) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, 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 for and in respect of the Project;
- (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 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 Clause 32 of the Concession Agreement;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

Concessionaire

Et/sports Divn 1

The Worldleal Sports Centre Pvt. Ltd.

241

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (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 Clause 29 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

Seven (7) 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

Additions... Nil
Corrections... Nil
Correction slips... Nil
Over Writing... Nil
Deletions... Nil

For Mr. Suresh Sanyal
Concessionaire
Date: _____

For Mr. Suresh Sanyal
Escrow Bank

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 five (5) 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 five (5) 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.

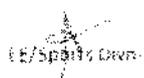
6. ESCROW DEFAULT

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:

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil


Concessionaire


Escrow Bank

For: Workstreet Social Center, United

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (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 five (5) 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 five (5) 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 five (5) 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 forty-five (45) 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.

7.3 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 and receipt of No-Objection Certificate (NOC) from the Authority, 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

Additions Nil
 Corrections..... Nil
 Correction slips Nil
 Over Writing Nil
 Deletions Nil

For Worded: Stamp Center, Jindoo

Concessionaire

ESCROW BANK

For Worded: Stamp Center, Jindoo

J.I.I

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

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 fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the 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 fifteen (15) 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

Additions..... NIL
Corrections..... NIL
Correction slips... NIL
Over Writing... NIL
Deletions..... NIL


Concessionaire


EE/Sports Div. 1

For Worldview Sports Center Limited

245

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

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 provisions of the Arbitration and Conciliation Act, 1996 or any subsequent amendment or re-enactment thereof ("Act") 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 place of arbitration shall be New Delhi 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 New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

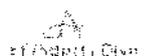
11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

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

Additions..... Nil
 Corrections..... Nil
 Correction slips..... Nil
 Over Writing..... Nil
 Deletions..... Nil


 Anil Kumar
 Controller
 Delhi Development Authority


 S. K. Singh
 Joint Secretary


 S. K. Singh
 Joint Secretary

irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

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

11.4 Alteration of terms

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

Additions NIL
Corrections NIL
Correction slips NIL
Over Writing NIL
Deletions Nil


Concessionaire


EESports (Pvt) Ltd

For Worldswest Sports Centre Limited

247

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

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 or e-mail. The addresses for service of each Party, its facsimile number or email 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 five thirty (5.30) 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 or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective 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.

11.13 Original Document

Additions..... Nil
Corrections..... Nil
Cancellation- Appl. Nil
Over Writing Nil
Deletions Nil

For World Street Agency, Capital Territory

Concessionaire

Hand signed Signature

15/05/2011 (Date)

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by Board of Directors of the Concessionaire at its meeting held on ___ day of 20__ hereunto affixed in the presence of _____, Director, who has signed these presents in token thereof and _____, Company Secretary / Authorised Officer who has countersigned the same in token thereof:

ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of Senior Lenders by the Lender's Representative:

(insert name and designation)

(Address)
(e-mail address)

(insert name and designation)

(Address)
(e-mail address)

ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of Escrow Bank by:

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

(insert name and designation)

(Address)
(e-mail address)

(insert name and designation)

(Address)
(e-mail address)

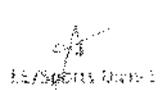
In the presence of:

(signature of witness)

(signature of witness)

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

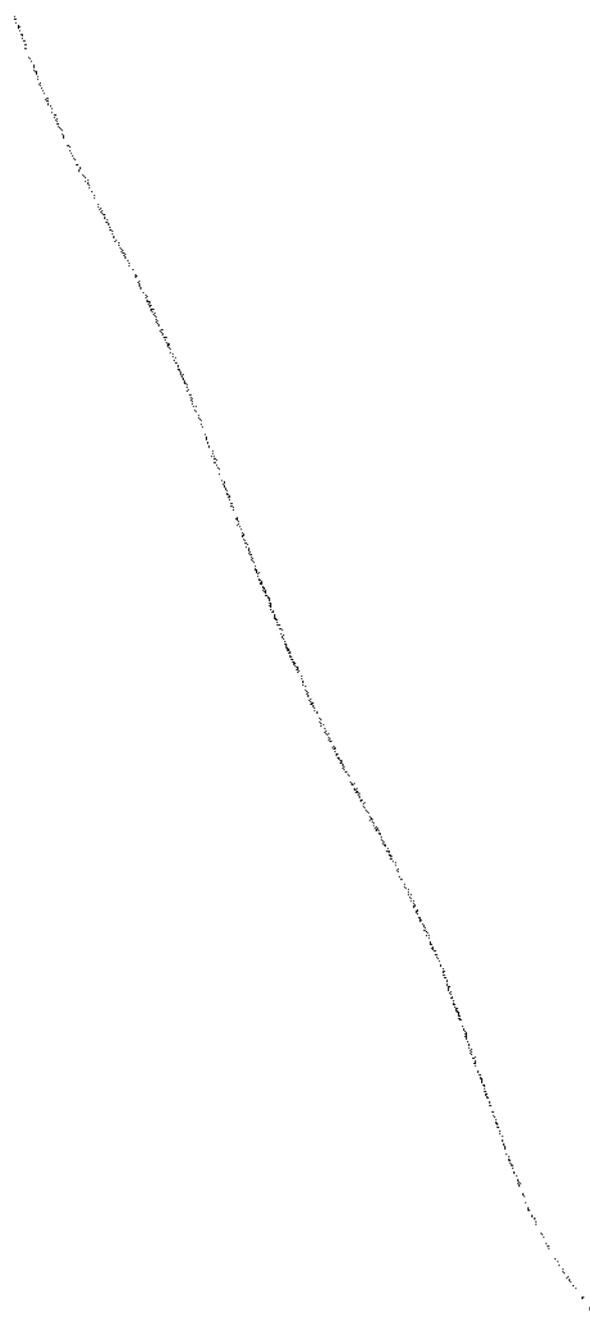

Concessionaire


EE/Sports Div-1

For Worldstreet Sports Centre Limited

A. Harjot Khatwari

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)



Additions . . . Nil
Corrections . . . Nil
Correction slips . Nil
Over Writing . . . Nil
Deletions . . . Nil

For Director (Public Service) Department

Signature
Concessionaire

With Authority Signature

For Director (Public Service) Department

Signature

Schedule P – Fee Notification for Pay and Play Facilities

a) Cricket Ground Charges at SFSC.

Sports facilities	SFSC (excluding GST)			
	Rate on weekdays (Tue to Fri)	Rate on weekends	Corporate Booking	
		(Sat/Sun/Holidays)	Weekdays	Weekends
Cricket Ground	7627	10593	13559	20339

b) Turf Practice Pitch Charges at SFSC.

Sports facilities	Category	SFSC (excluding GST)	
		Charges	
		Weekdays	Weekends
Turf Practice Pitch	Member	1000	1200
	Non-Member	1500	2000
	Corporate	2000	2500

c) Booking of Mini Football Ground / (Futsal) Charges.

Facility	Rates (excluding GST)	
	Weekdays	Weekends/ Holidays
Mini Football Ground	1000/-	2000/-

d) Billiard Charges at SFSC.

Facilities	Rates with time duration (excluding GST)
	Rate/ Amount
Billiards	60/- for 30 minutes

e) Indoor Badminton Charges with AC.

f) Indoor Badminton Charges at SFSC with AC.

Facilities	Rates with time duration (excluding GST)
	Rate / Amount
Indoor Badminton (AC) at SFSC	120/- for 40 minutes

Additions..... NIL
Corrections..... NIL
Correction slips..... NIL
Over Writing..... NIL
Deletions..... NIL

Concessionaire

CE/ Sports Divn-I

For Westminster Sports Concessions Limited

Authorised Signatory

251

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

ii. Indoor Badminton Charges at SBS with AC.

S. No.	Sports facilities	Rates with time duration (excluding GST)	Remarks
i.	Badminton (peak hr. Indian)	349	Per court for 40 minutes
ii.	Badminton (non-Peak hr. Indian)	175	
iii.	Badminton (peak hr. Foreigner)	524	
iv.	Badminton (non-peak hr. Foreigner)	349	
v.	Badminton peak hr. (Indian Student)	117	
vi.	Badminton non-peak hr. (Indian Student)	58	
vii.	Badminton peak hr. (Indian Student Wooden Court)	58	
viii.	Badminton non- peak hr. (Indian Student Wooden Court)	30	
ix.	Badminton peak hr. (Indian Adult Wooden Court)	175	
x.	Badminton non-peak hr. (Indian Adult Wooden Court)	89	
xi.	Badminton peak hr. (Foreign Adult Wooden Court)	349	
xii.	Badminton non-peak hr. (Foreign Adult Wooden Court)	174	

f) Tennis Synthetic Court Charges at SFSC.

Facilities	Rates with time duration (excluding GST)		Remarks
	Day Light	Flood Light	
Tennis Synthetic Court	75/-	125/-	Rate for one hour

g) Table Tennis Charges.

i. Table Tennis Charges at SFSC. Table Tennis free for members

ii. Table Tennis Charges at SBS.

S. No.	Sports facilities	Rates with time duration (excluding GST)
a.	30 M in. peak hour (per table Indian)	130
b.	30 Min. peak hour (per table Foreigner)	261
c.	30 M in. non-peak hour (per table Indian)	65
d.	30 M in. non-peak hour (per table Foreigner)	131

Additions... Nil
Corrections... Nil
Correction slips... Nil
Over Writing... Nil
Deletions... Nil

Delhi Development Authority Sports Center, Concessions

Concessions

EE/Sports Div: 1

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

e.	30Min. peak hour (per table Indian Student)	44
f.	30 Min. non- peak hour (per table Indian Student)	22

h) Squash Charges.

i. Squash Charges at SFSC. Squash free for members.

ii. Squash Charges at SBS.

S. No.	Sports facilities	Rates with time duration (excluding GST)
i.	Squash (peak hr. Indian 30 Min.)	87
ii.	Squash (non-peak hr. Indian 30 Min.)	66
iii.	Squash (peak hr. Indian 60 Min.)	131
iv.	Squash (no- peak hr. Indian 60 Min.)	87
v.	Squash (peak hr. Foreigner 30 Min.)	218
vi.	Squash (non-peak hr. Foreigner 30 Min.)	131
vii.	Squash (peak hr. Foreigner 60 Min.)	437
viii.	Squash (non-peak hr. Foreigner 60 Min.)	262
ix.	Squash (peak hr. 30 Min.) (Indian Student)	29
x.	Squash (non-peak hr. 30 Min.) (Indian Student)	22
xi.	Squash (peak hr. 60 Min.) (Indian Student)	44
xii.	Squash (non-peak hr. 60 Min.) (Indian Student)	29

Additions NIL
Corrections..... NIL
Correction slips..NIL
Over Writing . . . NIL
Deletions NIL

Concessionaire
For Vardaan Sports Center, Delhi

EE/Sports Div 1

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

Schedule Q – Vesting Certificate
(See Clause 31.4)

1. The Delhi Development Authority (the "Authority") refers to the Concession Agreement dated (the "Agreement") entered into between the Authority and (the "Concessionaire") for development of an Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi (the "Project") on design, build, finance, operate and transfer (the "DBFOT") basis.
2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 31.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this..... day of....., 20.....

ACCEPTED, SIGNED, SEALED AND DELIVERED

ACCEPTED, SIGNED, SEALED AND DELIVERED

For and on behalf of Concessionaire by:

For and on behalf of Authority by:

(insert name and designation)

(insert name and designation)

(Address)

(Address)

(e-mail address)

(e-mail address)

In the presence of:

(signature of witness)

(signature of witness)

Amendments Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Cancellations Nil

For World Street Sports Center Limited
.....
Concessionaire
Authorized Signatory

.....
LL/Sports Divn-2

57

Schedule R – Substitution Agreement
(See Clause 33.3.1)

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

AMONGST

The Department, established under, represented by and having its principal offices at (hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

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

.....(Insert 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 development of an Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on design, build, finance, operate and transfer basis (the "DBFOT"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) 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.

Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


Concessionaire


EE/Sports Divn 1

For M/s. Indraprastha Sports Center Limited

Authorized Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of three (3) 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 / 2013, including any re-enactment or modification thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

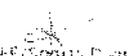
"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

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.

Additions: Nil
Corrections: Nil
Correction slips: Nil
Over Writing: Nil
Deletions: Nil


 Chandrashekhar
 Authorized Signatory


 Secretary (D-III)

- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement
- 1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement
- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project 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.

Additions NIL
 Corrections NIL
 Correction slips NIL
 Over Writing NIL
 Deletions NIL


 Concessionaire


 EE/Sports Divs-1



1st Floor, Sports Centre, Connaught Place, New Delhi-110028

257

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- 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 Project in accordance with the provisions of Clause 29 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 one hundred and eighty (180) 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 one hundred and eighty (180) days by a period not exceeding ninety (90) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after two hundred and forty (240) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire Default

- 3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant fifteen (15) 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 fifteen (15) 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 one hundred and eighty (180) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of one hundred and eighty (180) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of one hundred and eighty (180) days by a period not exceeding ninety (90) days; provided further that the Lenders' Representative may at any time withdraw its representation hereunder and upon such withdrawal, the Authority may terminate this Agreement in accordance with the provisions hereof.

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writing..... Nil
Deletions..... Nil

For Worldview Sports Council Limited
Concessionaire
Authorised Signatory

U/S Sports Devt 1

3.4 Procedure for substitution

3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

- (a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;
- (b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
- (c) enter into 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 favour of the Nominated Company in accordance with this Agreement, it shall within fifteen (15) 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 shall thereupon transfer and endorse the Concession within fifteen (15) 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.

Additions NIL
Corrections..... NIL
Correction slips . NIL
Over Writing . . . NIL
Deletions NIL


Concessionaire
For Worliwrest Sports Center Limited


Sr. Lenders' Representative

259

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

3.4.5 The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than seventy-five per cent (75%) of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

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 favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5. TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of 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 Clause 30 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

Additions Nil
Corrections Nil
Correction slips . . . Nil
Over Writing Nil
Deletions Nil

For World Street Sports Center Limited
14/07/2014
Concessionaire
A. M. Singh

11/Sports Dwn-1

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of one hundred and eighty (180) 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 Realisation of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced and no sum 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 fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of

Additions Nil
Corrections Nil
Correction slips Nil
Over Writing Nil
Deletions Nil


Concessionaire
For Worldgreat Sports Center Limited


Lenders' Representative

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided 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 provisions of the Arbitration and Conciliation Act, 1996 or any subsequent amendment or re-enactment thereof ("Act").

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be New Delhi and the language of arbitration shall be English.

9. MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

Additions..... Nil
Corrections..... Nil
Correction Slip..... Nil
Over Writing..... Nil
Deletions..... Nil

For Authority Use Only
Concessionaire

17/09/2015 Page 1

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

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

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

9.4 Alteration of terms

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

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

Additions.....NIL
Corrections.....NIL
Correction slips.....NIL
Over Writing.....NIL
Emendations.....NIL


Concessionaire


DD/Sports Divn-2

For World Meet Sports Center Limited

Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume- II (Concession Agreement & Schedules)

- (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 three (3) 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

Additions..... Nil
Corrections..... Nil
Correction slips..... Nil
Over Writings..... Nil
Deletions..... Nil

For **WillisTowersWoods Sports Center Limited**

(Signature)

Authorised Signatory

Esports Division

unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

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

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and email address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after five thirty (5.30) 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. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

Additions Nil
 Corrections Nil
 Correction slips Nil
 Over Writing Nil
 Deletions Nil


 Concessionaire
 Air Wil Fast Track Sports Center Limited


 ER/Sports Divn-1

Authorised Signatory

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 137 OF 2025**

IN THE MATTER OF:

Renu Bala & Anr.

...Applicants

Versus

Union of India & Ors.

...Respondents

NDOH: 08.09.2025

**INDEX
VOLUME-II**

S. No.	Particulars	Page No.
5.	<u>Annexure R - 4</u> True copy of the Letter dated 08.07.2024 issued by the Delhi Development Authority	321
6.	<u>Annexure R - 5 (Colly)</u> True copy of the letters dated 03.02.2025 and 11.02.2025 addressed to the Applicants	322-324
7.	<u>Annexure R - 6 (Colly)</u> True copy of the Demand letter dated 28.02.2025 and the Reminder - 1 dated 19.03.2025 addressed to the Applicants	325-328
8.	<u>Annexure R - 7 (Colly)</u> True copy of the cancellation letter dated 26.03.2025, along with the proof of refund of INR 3,00,000/- to the Applicants	329-331

9.	<u>Annexure R – 8 (Colly)</u> True copy of the email of the Applicants dated 07.05.2025 and 04.06.2025	332-339
10.	<u>Annexure R – 9</u> True copy of the Application dated 05.10.2023 submitted by the Respondent No. 7 for grant of Environmental Clearance	340-345
11.	<u>Annexure R – 10</u> True copy of the minutes of 136 th meeting of the State Level Expert Appraisal Committee, Delhi held on 27.10.2023	346-353
12.	<u>Annexure R – 11</u> True copy of the Terms of Reference dated 03.01.2024 issued by State Environment Impact Assessment Authority	354-361
13.	<u>Annexure R – 12</u> True copy of the minutes of 141 st meeting of the State Level Expert Appraisal Committee, Delhi held on 07.03.2024	362-396
14.	<u>Annexure R – 13</u> True copy of the Order dated 06.09.2024 in Appeal No. 147/REAT/2024 passed by the Real Estate Appellate Tribunal, Delhi	397-400
15.	<u>Annexure R – 14</u> True copy of the final order dated 19.03.2025 passed by the Real Estate Appellate Authority, NCT of Delhi in Appeal No. 173/REAT/2024	401-414

16.	<u>Annexure R - 15</u> True copy of the Registration Certificate dated 07.04.2025 issued by RERA, NCT of Delhi	415-425
17.	<u>Annexure R - 16</u> True copy of Letter dated 19.09.2024 sent by the Respondent No. 7 to the Respondent No. 3	426-429
18.	<u>Annexure R - 17</u> True copy of the Consent to Establish granted to the Respondent No. 7 on 22.07.2025 <i>vide</i> Certificate No. G-49582	430-435
19.	<u>Annexure R - 18</u> True copy of the Letter dated 12.08.2025 issued to Deputy Conservator of Forest, Government of NCT of Delhi	436-438
20.	<u>Annexure R - 19 (Colly)</u> True copy of the Photographs of the trees at the project in question	439-446
21.	Vakalatnama	447-450
22.	Proof of Service	451

THROUGH


VSA LEGAL

Counsels for the Respondent No. 7 & 8

32, Ground Floor, Uday Park,
South Extension Part - II,
New Delhi - 110049

Email: office@vsalegal.in

Mob: +91-9953309080

New Delhi

Date: 19.08.2025



दिल्ली विकास प्राधिकरण
अधिसासी अभियंता खेल-खंड-1
सिरी-फोर्ट, खेल-परिसर, नई दिल्ली-110049
दूरभाष -011-43177622
Email: eesportsdivn.1@dda.org.in

No.F2(2)/AE-IV/Sports Divn-I/DDA/Dwk/2024-25/135

Date:-09/07/2024

To,

M/s Worldstreet Sports Center Ltd
10, Local Shopping Center
Kalkaji, New Delhi- 110 019

Subject: Fixation of Appointed Date as per the Agreement.
N.O.W: Development of Integrated Multi-Sports Arena at Sector-19B, Dwarka, New Delhi on Design, Build, Finance, Operate and Transfer (DBFOT) Basis on PPP Mode.
Agency: M/s Worldstreet Sports Centre Limited (SPV Incorporate by OMAXE LIMITED for this project).
Agmt. No. 08/EE/Sports Division 1/DDA/A/2022-23.
Ref No: Your letter No. DEL/24/JUL/112/3675 dt.01.07.2024 vide Ex. Engineer/Sports Division-1 Dy. No. 357 dt. 01.07.2024.

In reference to above subject matter, it is hereby communicated that the Competent Authority acknowledges the compliance of Condition Precedents for Financial Close as stipulated in Concession Agreement as referred above. Accordingly, the Appointed Date is affixed as **02.01.2024** which shall be the date of commencement of concession period.

This is issued with the approval of Competent Authority.

(सिद्धांत कश्यप)
अधिसासी अभियंता
खेल-खंड-1, दि.वि.प्रा

Copy to: -

1. Chief Engineer (Sports) for kind information please.
2. PD (Sports) for kind information please.
3. AE-IV/Sports Division-1/DDA.
4. Guard File.

अधिसासी अभियंता
खेल-खंड-1, दि.वि.प्रा

Annexure R-5 (Colly)

Customer ID: OSD/1839

03-FEB-25

To,
 RENU BALA & SATISH KUMAR GOYAL
 H.NO. 1368-A, HOUSING BOARD COLONY,
 SECTOR-9,
 GURGAON, HARYANA, 122001

Ref:- Unit reference "OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236", (hereinafter be referred the "said Unit") in Project named as "The Omaxe State", situated at Sector 19B, Dwarka New Delhi - 110075, India, (herein after referred to as the "said Project")

Sub: Execution and registration of Agreement for the captioned Unit

Dear Sir/Madam,

This has reference to your Application Form dated **14-JAN-25** for booking of the said Unit in your favour.

In response to your Application Form, you have been allotted the said Unit vide Allotment Letter subject to the terms and conditions mentioned therein and subject to the payment of Total Sale Price of the said Unit to the Company as per the payment plan opted by your good self.

As you are aware that the Real Estate (Regulation and Development) Act, 2016 and Rules there under stipulates registration of Agreement with the concerned office of the Sub Registrar. In view thereof, you are requested to execute and register the Agreement for the said Unit.

We are enclosing herewith 2 (two) copies of Agreement for the captioned Unit for further execution of the same. You are requested to sign and send back to us both copies of the Agreement duly signed by all the applicants within 10 days of this Letter for further execution and registration of the same. Our representative will contact you regarding registration of the Agreement.

In view of above, you are also requested to visit our CRM Office or contact Mr/Ms Vipin Kumar at 9711800085 the earliest during office hours for compliance of formalities for registration of the Agreement.

We need following documents for registration of Agreement including expenses for Registration

- In case Allottee(s) are individual(s):
 1. Original Executed Agreement (customer copy)
 2. Photocopy of PAN Card & Aadhaar Card of the Allottee(s)
 3. Two Passport size photographs
- In case the Allottee(s) is a Company/Firm then following documents shall be additionally required:
 1. Photocopy of PAN Card & Board Resolution of the Company
 2. Company's Stamp for Authorized Signatory at the time of registration

As you are agreed/aware that according to the Real Estate (Regulation and Development) Act, 2016 and The Registration Act, 1908, you are mandatorily required to register the Agreement for the said Unit and any failure or delay on your part in registration of the Agreement within stipulated period shall be treated as breach of the terms of the Application/Allotment of the said Unit as well as contravention of provisions of the Act, for which you shall be solely liable and responsible.

In view thereof, you are once again requested to sign and send back to us both copies of the Agreement duly signed by all the applicants for further execution and registration of the same. We will send back to you one copy of the executed and registered Agreement.

Worldstreet Sports Center Limited



Authorized Signatory

WORLDSTREET SPORTS CENTER LIMITED

(Wholly Owned Subsidiary of Omaxe Limited)

Registered Office: 10, Local Shopping Centre, Kaikaji, New Delhi-110019. CIN: U70109DL2022PLC399498

Tel.: 011-41893100 Email: secretarial_1@omaxe.com Website: www.omaxe.com

OSD/1839

To,
 RENU BALA, & SATISH KUMAR GOYAL
 H.NO. 1368-A, HOUSING BOARD COLONY,
 SECTOR-9
 GURGAON HARYANA 122001 IN
 919213753762,

11-FEB-25

Sub: Execution and registration of Agreement for the Unit bearing No. "OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236" (hereinafter be referred the "said Unit") in Project named as "The Omaxe State", situated at Sector 19B, Dwarka New Delhi - 110075, India (herein after referred to as the "said Project")

Dear Sir/Madam,

This has reference to your Application Form dated 14-JAN-2025 for booking of the said Unit in your favour.

In response to your Application Form, you have been allotted the said Unit vide Allotment Letter subject to the terms and conditions mentioned therein and subject to the payment of Total Sale Price of the said Unit to the Company as per the payment plan opted by your good self.

It is agreed by you as per terms of the Application Form that the allotment shall become final and binding upon the Company only after you sign and execute the Agreement and such other documents as may be required by the Company. It is further agreed by you that your goodself shall execute and register the Agreement for the captioned Unit.

As you are agreed/aware that according to the Real Estate (Regulation and Development) Act, 2016 and The Registration Act, 1908, you are mandatorily required to register the Agreement for the said Unit and any failure or delay on your part in registration of the Agreement within stipulated period shall be treated as breach of the terms of the Application/Allotment of the said Unit as well as contravention of provisions of the Act, for which you shall be solely liable and responsible.

You are therefore requested to come forward and complete requisite formalities for execution and registration of Agreement within 15 days of this Letter.

In this connection, please be informed that failure or delay on your part in registration of Agreement in your favour within stipulated period shall be treated as breach of the terms and conditions of the Agreement for allotment of the said Unit as well as contravention of the provisions of the Act, for which you shall be solely liable and responsible. Further, in case the concerned authority impose any penalties, costs, expenses, demands etc. of whatever kind due to non-registration of Agreement in your favour, you shall be liable to bear such penalties, costs, expenses, demands and you shall indemnify and keep harmless the Company against any losses, claims, penalties, costs, expenses, demands etc. of whatever kind and nature that the Company may suffer due to any delay in execution and registration of the Agreement of the said Unit in your favour.

Your goodself must have received copies of Agreement for the captioned Unit for execution of the same. However, in case you have not received copies of Agreement, then kindly write to us at Email ID care@omaxe.com at the earliest during office hours for execution and registration of the Agreement in your favour and compliance of requisite formalities regarding the same.

In view thereof, you are hereby called upon to get the Agreement for the said Unit executed & registered in your favour before the concerned authority upon payment of stamp duty, registration fees & other charges and upon compliance of requisite formalities in this regard within 15 days from the date of this Letter, failing which we shall not be responsible for the adverse action taken by any competent authorities and/or adverse consequences arising there from.

For M/s Worldstreet Sports Center Limited


 Authorized Signatory
WORLDSTREET SPORTS CENTER LIMITED

(Wholly Owned Subsidiary of Omaxe Limited)

Registered Office: 10, Local Shopping Centre, Kalkaji, New Delhi-110019 CIN: U70189DL2022PLC399496

Tel.: 011-41893100 Email: secretarial_1@omaxe.com Website: www.omaxe.com

DTDC Express Limited
Regd. Office: No-3, Victoria Road
Bengaluru - 560047

Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.

1 Sender's (Consignor) Name: MAX C Ptn: _____
Company Name & Address: _____
City: _____ State: _____ PIN Code: _____
Sender's GSTIN*: _____

2 Recipient's (Consignee) Name: RENU BABA Ptn: _____
Company Name & Address: _____
City: _____ State: K.R PIN Code: 122001

3 Nature of consignment: Box Non-Box Total Num Pcs: _____
DIM 1: L: _____ cm X H: _____ cm X W: _____ cm Actual Wt.: _____ kg
DIM 2: L: _____ cm X H: _____ cm X W: _____ cm Volumetric Wt.: _____ kg
DIM 3: L: _____ cm X H: _____ cm X W: _____ cm Chargeable Wt.: _____ kg

4 Description of Content: _____
Total Value of consignment for carriage / E-Way bill: _____ ₹

5 Paper Work Enclosures: _____

6 Type of consignment: Commercial Non Commercial
Value Added Services: SECURE PACK CN Expiry Date: _____

7 Mode: Surface Air cargo Express

8 Consignment Number: X56935189

9 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting.
Sender's Signature & Seal: _____
Date: _____ Time: AM/PM

10 Charges: _____ Amount (₹)
a) Tariff (incl. of FSC+GST) _____
b) Value Added Service Charges _____
c) Risk Surcharge _____
d) Total amount (incl. of GST & other taxes if applicable) _____
Mode of Payment: Cash Card Wallet _____

11 Booking Branch / Franchise Code: _____

12 Risk Surcharge: owner Carrier: Carrier

13 Receiver's Name: _____ Relationship: _____ Company Stamp & Signature: _____ Ph No.: _____ Date: _____ / _____ / _____ Time: _____ AM/PM

Download MyDTDC app (QR code) Available at select cities & pin codes

Worker Code: 107245

Stamp: **DEC 8 MAR 2023**

Jan. 2024

ACCOUNTS COPY

+91-9606 911 811

customersupport@dtcd.com

www.dtcd.in

Annexure R-6 (Colly)

CLIENT ID: OSD/1839

DEMAND LETTER

RENU BALA & SATISH KUMAR GOYAL
 H.NO. 1368-A, HOUSING BOARD COLONY,
 SECTOR-9 GURGAON - 122001
 GURGAON HARYANA - IN
 Contact No:- 9213753762
 PAN:-APNPB7863A

CUSTOMER COPY

28-FEB-25

Dear Sir/Madam,

This has reference to your application for provisional allotment of Unit No."OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236", in "The Omaxe State" Situated at Sector 19B, Dwarka New Delhi - 110075. In this connection we would like to inform you that as per the payment plan opted by you i.e. Flexi Payment Plan, the following payment is pending for payment from your side to continue/confirm the booking under the said payment plan.

Please note that in case the payment is not received within the scheduled date then the Rebate/Additional Discount offered, to you under the aforesaid payment plan shall stand withdrawn and your booking shall be treated under normal payment plan by withdrawing such Rebate/Additional Discount. The detail of the amount pending for payment alongwith service tax amount is given as under:-

PAYMENT SCHEDULE			PAYMENT					
S.No.	DESCRIPTION	TOTAL AMOUNT	ST/GST AMOUNT	AMOUNT RECEIVED	ST/GST RECEIVED	BALANCE AMOUNT TO BE RECEIVED	BALANCE ST/GST	LAST DATE OF PAYMENT
	BASIC SALE PRICE	3750000.00						
	ADDITIONAL AMOUNT	37500.00						
	NET AMOUNT PAYABLE	3787500.00						
1	BOOKING AMOUNT (PART)	267857.14	32142.86	267857.14	32142.86	0.00	0.00	14-JAN-25
2	ON 45 DAYS OF BOOKING	1607142.86	192857.14	0.00	0.00	1607142.86	192857.14	26-FEB-25
3	ON APPLY OF OC	1687500.00	202500.00	0.00	0.00	0.00	0.00	
4	ON OFFER OF POSSESSION + IFMS + ADDITIONAL CHARGES	225000.00	24000.00	0.00	0.00	0.00	0.00	
	TOTAL	3787500.00	451500.00	267857.14	32142.86	1607142.86	192857.14	
Grand Total							1800000.00	
AMOUNT RECEIVED(UNDER REALIZATION)				0				

(Rupees Eighteen Lakh Only)

Kindly make the payment as per the above payment plan on or before the due date mentioned above failing which interest will be applicable.

In case you are intending to pay the aforesaid amount from any Third Party's Account, then you shall ensure that there would be no claim by such third party in the said Unit against the payment made by such third party. Please note that the Company shall not be liable or responsible for any inter-se transaction between you and such third party in any manner whatsoever. In the event, you intent to make any payment through any third party account then you are requested to submit the cheque along with a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by you from third party account.

In respect of aforesaid unit as per RERA your agreement for sale need to be registered. We have already completed all formalities from our side for agreement registration in RERA. Please contact our CRM department during office hours immediately for compliance of formalities required for execution and registration of the Agreement for sale.

Kindly note that any delay in aforesaid compliance would amount to breach of terms and conditions of Application /Allotment and the contravention of the provision of RERA (Act), for which the company may take action according to terms and conditions of Application / Allotment. (Kindly ignore if AFS has already been executed and registered)

Bank Details For Making Payments: Cheque Drawn in favour of:- WORLDSTREET SPORTS CENTER LIMITED - THE OMAXE STATE COLLECTION ACCOUNT, Bank Name:- ICICI BANK LTD., Bank Account No:- 072005003565, IFSC Code:- ICIC0000720, SWIFT Code:- N/A, Branch Address:- CR PARK, NEW DELHI and confirm at payment@omaxe.com
 For any query please feel free to contact us at Toll Free No. 18001020064 or write to care@omaxe.com.

Thanking You & assuring you the best of our services at all times

Yours truly

For Worldstreet Sports Center Limited

(AUTHORISED SIGNATORY)

Note: 1. You are requested to please have your PAN no. updated/verified in our records with a copy of PAN CARD. You may contact us at addresschange@omaxe.com / 1800-102-0064 (toll-free), Kindly ignore if you have already done so. 2. You are requested to please issue separate cheque/DD towards payment in each unit, one cheque/DD for more than one unit will not be accepted. 3. In case the cheque/DD is disbursed through Home Loan, please mention the Home Loan A/c No. overleaf. 4. If the total sale consideration of the said Unit is Rs. 50 Lacs or more, then you require to deduct of TDS @ 1% against each and every payment to the Company in compliance of provision of Section 194 (IA) of the Income Tax Act, 1961 and submit form 16B immediately after deposit TDS. May please note that NO CREDIT will be given for any TDS certificate submitted post six months after close of the relevant Financial Year. For e.g. 30th September will be last date of submission of TDS certificate for FY 2022-23. 5.As per the RBI guidelines w.e.f. 01/09/2021 Positive Pay details are mandatory to be given to your banker for the cheque payments of INR 5 Lac & above. In case of no information by you to your bank, it may lead to dishonoring of cheque or cancellation of allotment. For more details please visit <http://www.omaxe.com/care/positive-pay-system>

CC Marked To : 1. Bank Name: N/A N/A

3. Co-Applicant : SATISH KUMAR GOYAL

WORLDSTREET SPORTS CENTER LIMITED

(Wholly Owned Subsidiary of Omaxe Limited)

Registered Office: 10, Local Shopping Centre, Kaikaji, New Delhi-110019, CIN: U70109DL2022PLC399496

Tel.: 011-41893100 Email: secretarial_t@omaxe.com Website: www.omaxe.com

Doc. 18 MAR 2025

 DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		ORIGIN POUCH NO.	DEST: DATE: 1/13
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.			
1 Sender's (Consignor) Name: <u>M. A. X</u> Ph: _____ Company Name & Address: _____		2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: <u>K. E. N. U.</u>	
City: _____ State: _____ PIN Code: _____		City: <u>H. I. R.</u> State: <u>K. E. N. U.</u> PIN Code: <u>122001</u>	
3 Nature of consignment <input type="checkbox"/> Non-Dox <input type="checkbox"/> Dox		4 Description of Content: _____ Total Value of consignment for carriage / E-Way bill: ₹ _____	
DIM 1: L _____ cm X B _____ cm X H _____ cm X Pcs _____ Actual Wt.: _____ kg DIM 2: L _____ cm X B _____ cm X H _____ cm X Pcs _____ Volumetric Wt.: _____ kg DIM 3: L _____ cm X B _____ cm X H _____ cm X Pcs _____ Chargeable Wt.: _____ kg		5 Paper Work Enclosures: _____	
9 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting			
10 Charges Amount (₹) a) Tariff (incl. of FSC+GST) _____ b) Value Added Service Charges _____ c) Risk Surcharge _____ d) Total amount (a+b+c) _____		7 Value Added Services: <input checked="" type="checkbox"/> SECURE PACK <input type="checkbox"/> _____	
11 Booking Branch / Franchise Code: _____		8 Mode <input checked="" type="checkbox"/> Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>	
12 Consignment Number: <u>X56974404</u>		6 Type of consignment <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non Commercial	
13 Receiver's Name: _____ Relationship: _____ Company Stamp & Signature: _____ Ph No.: _____ Date: _____ Time: _____ AM/PM		11 Risk Surcharge: _____ Carrier: _____	

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Download MyDTDC app Available at select cities & pin codes



Available at select cities & pin codes

CLIENT ID: OSD/1839

REMINDER-1

RENU BALA & SATISH KUMAR GOYAL
 H.NO. 1368-A, HOUSING BOARD COLONY,
 SECTOR-9 GURGAON - 122001
 GURGAON HARYANA - IN
 Contact No:- 9213753762
 PAN:-APNP87863A

CUSTOMER COPY

19-MAR-25

Dear Sir/Madam,

This has reference to our previous letter dated: 28-FEB-25 for provisional allotment of Unit No. "OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236", in "The Omaxe State" Situated at Sector 19B, Dwarka New Delhi - 110075. In this connection we would like to inform you that as per the payment plan opted by you i.e. Flexi Payment Plan, the following payment is pending for payment from your side to continue/confirm the booking under the said payment plan.

Please note that in case the payment is not received within the scheduled date then the Rebate/Additional Discount offered, to you under the aforesaid payment plan shall stand withdrawn and your booking shall be treated under normal payment plan by withdrawing such Rebate/Additional Discount. The detail of the amount pending for payment alongwith service tax amount is given as under:-

PAYMENT SCHEDULE			PAYMENT					
S.No	DESCRIPTION	TOTAL AMOUNT	ST/GST AMOUNT	AMOUNT RECEIVED	ST/GST RECEIVED	BALANCE AMOUNT TO BE RECEIVED	BALANCE ST/GST	LAST DATE OF PAYMENT
	BASIC SALE PRICE	3750000.00						
	ADDITIONAL AMOUNT	37500.00						
	NET AMOUNT PAYABLE	3787500.00						
1	BOOKING AMOUNT (PART)	267857.14	32142.86	267857.14	32142.86	0.00	0.00	14-JAN-25
2	ON 45 DAYS OF BOOKING	1607142.86	192857.14	0.00	0.00	1607142.86	192857.14	28-FEB-25
3	ON APPLY OF OC	1687500.00	202500.00	0.00	0.00	0.00	0.00	
4	ON OFFER OF POSSESSION + IFMS + ADDITIONAL CHARGES	225000.00	24000.00	0.00	0.00	0.00	0.00	
	TOTAL	3787500.00	451500.00	267857.14	32142.86	1607142.86	192857.14	
						Grand Total	1800000.00	

AMOUNT RECEIVED(UNDER REALIZATION)

0

(Rupees Eighteen Lakh Only)

Kindly make the payment as per the above payment plan on or before the due date mentioned above failing which interest will be applicable.

In case you are intending to pay the aforesaid amount from any Third Party's Account, then you shall ensure that there would be no claim by such third party in the said Unit against the payment made by such third party. Please note that the Company shall not be liable or responsible for any inter-se transaction between you and such third party in any manner whatsoever. In the event, you intend to make any payment through any third party account then you are requested to submit the cheque along with a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by you from third party account.

In respect of aforesaid unit as per RERA your agreement for sale need to be registered. We have already completed all formalities from our side for agreement registration in RERA. Please contact our CRM department during office hours immediately for compliance of formalities required for execution and registration of the Agreement for sale.

Kindly note that any delay in aforesaid compliance would amount to breach of terms and conditions of Application /Allotment and the contravention of the provision of RERA (Act), for which the company may take action according to terms and conditions of Application / Allotment. (Kindly ignore if AFO has already been executed and registered.)

Bank Details For Making Payments: Cheque Drawn in favour of:- WORLDSTREET SPORTS CENTER LIMITED - THE OMAXE STATE COLLECTION ACCOUNT, Bank Name:- ICICI BANK LTD., Bank Account No:- 072005003565, IFSC Code:- ICIC0000720, SWIFT Code:- N/A, Branch Address:- CR PARK, NEW DELHI and confirm at payment@omaxe.com
 For any query please feel free to contact us at Toll Free No. 18001020064 or write to care@omaxe.com.

Thanking You & assuring you the best of our services at all times

Yours truly

For Worldstreet Sports Center Limited

 (AUTHORISED SIGNATORY)

Note: 1. You are requested to please have your PAN no. updated/verified in our records with a copy of PAN CARD. You may contact us at addresschange@omaxe.com / 1800-102-0064 (toll-free). Kindly ignore if you have already done so. 2. You are requested to please issue separate cheque/DD towards payment in each unit, one cheque/DD for more than one unit will not be accepted. 3. In case the cheque/DD is disbursed through Home Loan, please mention the Home Loan A/c No. overleaf. 4. If the total sale consideration of the said Unit is Rs. 50 Lacs or more, then you require to deduct of TDS @ 1% against each and every payment to the Company in compliance of provision of Section 194 (IA) of the Income Tax Act, 1961 and submit form 16B immediately after deposit TDS. May please note that NO CREDIT will be given for any TDS certificate submitted post six months after close of the relevant Financial Year. For e.g. 30th September will be last date of submission of TDS certificate for FY 2022-23. 5.As per the RBI guidelines w.e.f. 01/09/2021 Positive Pay details are mandatory to be given to your banker for the cheque payments of INR 5 Lac & above. In case of no information by you to your bank, it may lead to dishonoring of cheque or cancellation of allotment. For more details please visit <http://www.omaxe.com/care/positive-pay-system>

CC Marked To : 1, Bank Name: N/A N/A

3, Co-Applliant : SATISH KUMAR GOYAL

Page 1 of 1
WORLDSTREET SPORTS CENTER LIMITED
 (Wholly Owned Subsidiary of Omaxe Limited)

Registered Office: 10, Local Shopping Centre, Kalkaji, New Delhi-110019. CIN: U70109DL2022PLC399496

Tel.: 011-41893100 Email: secretarial_1@omaxe.com Website: www.omaxe.com

 DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		ORIGIN DEST:		POUCH NO. DATE:		Download MyDTDC app  Available at select cities & pin codes	
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.									
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____		2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____		The consignment note is not a tax invoice. A tax invoice will be made available by DTDC and its claimant partner as the case may be, upon request.		Download MyDTDC app  Available at select cities & pin codes			
City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____		Recipient's GSTIN*: _____		Recipient's GSTIN*: _____		Total Value of consignment for carriage / E-Way bill ₹ _____	
3 Nature of consignment <input type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____		Actual Wt.: _____ kg Volumetric Wt.: _____ kg Chargeable Wt.: _____ kg		4 Description of Content _____		5 Paper Work Enclosures _____		6 Type of consignment (✓) <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non Commercial	
9 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting		10 Charges Amount (₹) a) Tariff (incl. of FSC-GST) _____ b) Value Added Service Charges _____ c) Risk Surcharge _____ d) Total amount (a+b+c) _____		7 Value Added Services <input type="checkbox"/> SECURE PACK <input checked="" type="checkbox"/>		8 Mode (✓) <input checked="" type="checkbox"/> Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express		Consignment Number  X57016092	
Date: _____ Time: _____ AM/PM I have read and understood terms & conditions printed overleaf of this consignment note and I agree to the same.		Sender's Signature & Seal _____		Above charges are inclusive of GST & other taxes if applicable Mode of Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Card <input type="checkbox"/> Wallet		11 Booking Branch / Franchisee Code _____		Risk Surcharge Owner _____ Carrier _____	
13 Receiver's Name: _____ Relationship: _____ Company Stamp & Signature: _____ Ph No.: _____		Courier Signature _____		Date: _____ / _____ / _____ Time: _____ AM/PM		Risk Surcharge Owner _____ Carrier _____		Risk Surcharge Owner _____ Carrier _____	
http://www.dtdc.in customersupport@dtdc.com +91-9606 911 811 ACCOUNTS COPY Jan. 2024									

Annexure R-7 (Colly)

Client ID: OSD/1839

Dated: 26.03.2025

To,
Ms. Renu Bala & Mr. Satish Kumar Goyal
H No-1368-A, Housing Board Colony, Sector-9,
Gurgaon, Haryana-122001
9213753762

In Ref: **Our previous Letters, Reminders dated 19.03.2025**

Sub.: **Cancellation of allotment of Unit bearing Reference No. OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236 ("said Unit") in Project named as "The Omaxe State", Dwarka situated at Sector 19B, Dwarka, New Delhi-110075 (herein after referred to as the "Project") (Customer ID: OSD/1839)**

Dear Sir/Madam,

This reference to captioned Unit in the said Project booked by you.

Despite of our demand for payment of balance due installments in more than two occasions, we have not received the due payments from you.

It is agreed by you vide the Application Form dated 14.01.2025 that the allotment shall become final and binding upon the Company only after you sign and execute the Agreement and other documents required by the Company. It is further agreed by you that you shall execute and register the Agreement for the captioned Unit.

We requested your goodself vide Letters dated 03.02.2025 and 11.02.2025 to execute the Agreement and get the Agreement registered upon completion of requisite formalities. However, despite reminders, your goodself failed to execute and register the Agreement.

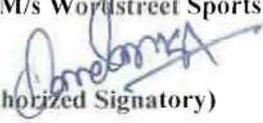
You are aware that you have not complied with any of your commitments of payment of balance due installments towards allotment of the captioned Unit and execution & registration of Agreement upon completion of requisite formalities by you. In view of the above, as per the provision of the Real Estate (Regulation and Development) Act, 2016 (RERA) and Rules made thereunder, the booking/ allotment of the said Unit, booked/allotted in your name hereby stands cancelled. The Company is in the process of refunding the amount received from you. You are requested to complete necessary formalities in this regard. The Company shall henceforth be free to deal with the said Unit in the open market.

In the light of above, please note that all the money receipts, Allotment Letter, Agreements (if any) and other correspondences with respect to the said Unit are also revoked hence the same shall have no force/effect. Any unlawful/unauthorized use of the aforesaid documents shall be at your risk, cost and responsibilities. In consonance to the cancellation you have, thus, lost all your lien, right or claim on the said Unit.

For any query please feel free to contact us at Toll Free No. 1800-102-0064 or write to us at care@omaxe.com

Thanking You,

For M/s Worldstreet Sports Center Ltd.


(Authorized Signatory)**WORLDSTREET SPORTS CENTER LIMITED**

(Wholly Owned Subsidiary of Omaxe Limited)

Registered Office: 10, Local Shopping Centre, Kalkaji, New Delhi-110019 CIN: U70109DL2022PLC399496

Tel.: 011-41893100 Email: secretarial_1@omaxe.com Website: www.omaxe.com



DTDC Express Limited
Regd. Office: No-3, Victoria Road
Bengaluru - 560047

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Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.

1 **Sender's (Consignor) Name:** _____ Ph: _____
Company Name & Address: _____
City: _____ **State:** _____ **PIN Code:** _____
Sender's GSTIN*: _____

ORIGIN _____ **DEST:** _____
POUCH NO. _____ **DATE:** 21/12/25

The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner, as the case may be, upon request.

2 **Recipient's (Consignee) Name:** _____ Ph: _____
Company Name & Address: _____
City: _____ **State:** _____ **PIN Code:** _____
Recipient's GSTIN*: _____

3 **Nature of consignment** Non-Box **Total Num Pcs:** _____

DIM 1: L	cm X B	cm X H	cm X Pcs	Actual Wt.: kg
DIM 2: L	cm X B	cm X H	cm X Pcs	Volumetric Wt.: kg
DIM 3: L	cm X B	cm X H	cm X Pcs	Chargeable Wt.: kg

4 **Description of Content** _____ **Total Value of consignment for carriage / E-Way bill** ₹ _____

5 **Paper Work Enclosures** _____

6 **Type of consignment** Commercial Non Commercial

7 **Value Added Services**
 SECURE PACK (Z) Air Cargo Express Surface CN Expiry Date _____

9 **I/We declare that this consignment does not contain personal mail, cash, jewelry, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting**

Sender's Signature & Seal
Date: _____ Time: _____ AM/PM
I have read and understood terms & conditions printed overleaf of this consignment note and I agree to the same.

13 **Receiver's Name:** _____
Relationship: _____
Company Stamp & Signature: _____
Ph No.: _____ / _____ / _____
Date: _____ / _____ / _____ Time: _____ AM/PM

10 **Charges** **Amount (₹)**

a) Tariff (inc. of FSC-GST)	_____
b) Value Added Service Charges	_____
c) Risk Surcharge	_____
d) Total amount (a+b+c)	_____

Above charges are inclusive of GST & other taxes if applicable

11 **Mode of Payment:**
Cash Card Wallet **Booking Branch / Franchise Code** _____

12 **Risk Surcharge** _____ **Owner** _____ **Carrier** _____

11 **Consignment Number** _____



X57016206

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14 **ACCOUNTS COPY** _____ **Jan. 2024**

<http://www.dtdc.in> | customersupport@dtdc.com | +91-9606 911 811

Transaction Date	Description	Amount (INR)
27/03/2025	INF/INFT/039732913231/TRF/SATISHKUMARGOY	1,50,000.00 DR
27/03/2025	INF/NEFT/ICIN42025032753197565/KKKBK0004	1,50,000.00 DR
27/03/2025	INF/INFT/039732912921/TRF/SHWETASHARMA	3,00,000.00 DR



577
Annexure R-8

Neha Chaturvedi <nehachaturvedi@omaxe.com>

Fwd: Request you to review my cancellation

2 messages

Avneet Soni <avneetsoni@omaxe.com>
To: DBR Srikant <dbrsrikant@omaxe.com>, Neha Chaturvedi <nehachaturvedi@omaxe.com>
Cc: Soumya Brahma <s.brahma@betogether.in>

Wed, May 21, 2025 at 3:56 PM



Avneet Soni
President - BUSINESS HEAD'S OFFICE

 9818073706
 avneetsoni@omaxe.com
 16,LSC,Kalkaji,New Delhi-110019
 www.omaxe.com



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----- Forwarded message -----

From: **Rajneesh Pabbi** <rajneeshpabbi@omaxe.com>
Date: Mon, 12 May 2025 at 10:51 AM
Subject: Fwd: Request you to review my cancellation
To: Avneet Soni <avneetsoni@omaxe.com>
Cc: MD Omaxe <md@omaxe.com>, DBR Srikant <dbrsrikant@omaxe.com>, Shailesh Upadhyay <shailesh@omaxe.com>, Asheesh Mehrotra <asheeshmehrotra@omaxe.com>, rera consultant <reraconsultant@omaxe.com>, Prakash Chand Joshi <prakashjoshi@omaxe.com>

Dear Mr. Soni ji ,

Please provide your advice on the matter mentioned in the forwarded email thread..

Thank you and regards,

Rajneesh Pabbi

----- Forwarded message -----

From: **Prakash Chand Joshi** <prakashjoshi@omaxe.com>

Date: Mon, May 12, 2025 at 10:21 AM

Subject: Fwd: Request you to review my cancellation

To: Avneet Soni <avneetsoni@omaxe.com>, DBR Srikant <dbrsrikant@omaxe.com>, Rajneesh Pabbi <rajneeshpabbi@omaxe.com>, rera consultant <reraconsultant@omaxe.com>

FYI & NA

----- Forwarded message -----

From: **Renu Bala** <emailrenubala@gmail.com>

Date: Wed, 7 May, 2025, 21:18

Subject: Request you to review my cancellation

To: <rohitchandan@omaxe.com>, <pankaj@omaxe.com>, <mukeshgautam@omaxe.com>, <secretarial_1@omaxe.com>, Sumit Kumar <sumitramvirkumar@omaxe.com>

Cc: <skgoyal18@rediffmail.com>

Namaskar,

This is to inform you that you have illegally cancelled my allotment when I have kept on asking about the environment clearance certificate. I had also given representation before authorities about your illegal activities and have also represented you about illegal constructions and falling of trees continuously being done by you at the project and requested you not to demand any further payment, unless you have valid permission for the construction, but you failed to do so and to support your malicious activities you cancelled my allotment.

Therefore, I had no option but to approach Hon'ble National Green Tribunal and the honourable national Green Tribunal New Delhi, vide its order dated 5 May 2025 was pleased to direct you to prevent any kind of illegal felling of tree and illegal construction till next date of hearing and also directed me to serve you dasti notice of my application. In such circumstances, it is evident that you were involved in illegal activities and you were illegally trying to obtain environment clearance certificate and also without having any valid environment clearance or permission, you have raised illegal constructions to induce innocent people like me to invest in your project in utter violation of RERA Act and its rules and also you have illegally obtained RERA certificate and permission to construction in utter violation of various laws of the land and in utter violation of norms of environment Laws.

Thus, I request you to review my cancellation and also caution you from any illegal construction and falling of trees. And also request you to inform Authority about such illegal activities on your part, failing which I shall also be constrained to approach the authorities about your false submissions and illegal constructions, which may result in heavy penalty and other Panel consequences as per law

Orders of the Hon'ble NGT enclosed.

Thanking you,

With Regards,

RENU BALA,

Flat No 1368A, Housing Board,

Sector -9, Gurugram, Haryana

And

SATISH KUMAR GOYAL

Flat No 402, Parvati Durga Society,

GH-5, Dolphin Circle, MDC- Sector-6, Panchkula, Haryana

M- 9315415599

--



Shalu Massey
Senior Executive - CRM

📞 8178845311
✉ shalumassey@omaxe.com
📍 10,LSC,Kalkaji,New Delhi-110019
🌐 www.omaxe.com



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Prakash Chand Joshi

Senior Vice President - CRM

-  9999999862
-  prakashjoshi@omaxe.com
-  10,LSC,Kalkaji,New Delhi-110019
-  www.omaxe.com



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Rajneesh Pabbi

OSD TO MD - LAISION

-  9999999956
-  rajneeshpabbi@omaxe.com
-  11,LSC,Kalkaji,New Delhi-110019
-  www.omaxe.com



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 **NGT Orders Dated 05.05.2025.pdf**
84K

To: Neha Chaturvedi <nehachaturvedi@omaxe.com>

FYI

----- Forwarded message -----

From: **care omaxe** <care@omaxe.com>

Date: Wed, Jun 4, 2025 at 7:48 PM

Subject: Re: Request you to review my cancellation

To: emailrenubala@gmail.com <emailrenubala@gmail.com>

To,

Ms. RENU BALA & Mr. SATISH KUMAR GOYAL

Sub: Your email dated 07.05.2025 regarding review of cancellation of allotment of Unit bearing Reference No. OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236 ("said Unit") in the Project named as "The Omaxe State", Dwarka situated at Sector 19B, Dwarka

In Ref:

- 1. Our previous Demand Letters dated 28.02.2025 and 19.03.2025**
- 2. Our previous Letters dated 03.02.2025 and 11.02.2025**
- 2. Our Letter dated 26.03.2025 regarding cancellation of allotment of Unit bearing Reference No. OSD/ZONE-D/GS/FIRST & SECOND/GROUP-7/236 ("said Unit") in the Project named as "The Omaxe State", Dwarka situated at Sector 19B, Dwarka**

Dear Sir,

This has reference to your captioned email whereby you have requested to review cancellation of allotment of the said Unit.

This has further reference to our previous Demand Letters and reminders dated 28.02.2025 and 19.03.2025 whereby we had requested you to make payment of balance due installments towards the said Unit however despite our repeated requests and reminders, we have not received the due payments from you. Further, vide our previous Letters dated 03.02.2025 and 11.02.2025, we had requested your goodself to execute and register the Agreement upon completion of required formalities in this regard by you. Please note that execution and registration of Agreement is mandatorily required as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

Since your goodself had not complied with any of your commitments of payment of balance due installments towards allotment of the said Unit and execute the Agreement and get the Agreement registered upon completion of required formalities in this regard, hence as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules thereto, the Company cancelled the allotment of the said Unit and refunded to you an amount of Rs. 3,00,000/- (Rupees Three Lacs Only) paid by you to the Company towards the said Unit.

Thanking You,

For M/s Worldstreet Sports Center Ltd.

From: **Renu Bala** <emailrenubala@gmail.com>

Date: Wed, 7 May, 2025, 21:18

Subject: Request you to review my cancellation

To: <rohitchandan@omaxe.com>, <pankaj@omaxe.com>, <mukeshgautam@omaxe.com>, <secretarial_1@omaxe.com>, Sumit Kumar <sumitramvirkumar@omaxe.com>

Cc: <skgoyal18@rediffmail.com>

Namaskar,

This is to inform you that you have illegally cancelled my allotment when I have kept on asking about the environment clearance certificate. I had also given representation before authorities about your illegal activities and have also represented you about illegal constructions and falling of trees continuously being done by you at the project and requested you not to demand any further payment, unless you have valid permission for the construction, but you failed to do so and to support your malicious activities you cancelled my allotment.

Therefore, I had no option but to approach Hon'ble National Green Tribunal and the honourable national Green Tribunal New Delhi, vide its order dated 5 May 2025 was pleased to direct you to prevent any kind of illegal felling of tree and illegal construction till next date of hearing and also directed me to serve you dasti notice of my application. In such circumstances, it is evident that you were involved in illegal activities and you were illegally trying to obtain environment clearance certificate and also without having any valid environment clearance or permission, you have raised illegal constructions to induce innocent people like me to invest in your project in utter violation of RERA Act and its rules and also you have illegally obtained RERA certificate and permission to construction in utter violation of various laws of the land and in utter violation of norms of environment Laws.

Thus, I request you to review my cancellation and also caution you from any illegal construction and falling of trees. And also request you to inform Authority about such illegal activities on your part, failing which I shall also be constrained to approach the authorities about your false submissions and illegal constructions, which may result in heavy penalty and other Panel consequences as per law

Orders of the Hon'ble NGT enclosed.

Thanking you,

With Regards,

RENU BALA,

Flat No 1368A, Housing Board,

Sector -9, Gurugram, Haryana

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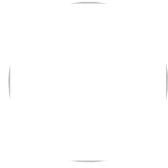
And

SATISH KUMAR GOYAL

Flat No 402, Parvati Durga Society,

GH-5, Dolphin Circle, MDC- Sector-6, Panchkula, Haryana

M- 9315415599



Care Omaxe
- Generic Department

 [9315415599](tel:9315415599)

 care@omaxe.com

 [Panchkula, Haryana](#)

 www.omaxe.com



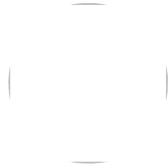
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Care Omaxe
- Generic Department

 [9315415599](tel:9315415599)

 care@omaxe.com

 [Panchkula, Haryana](#)

 www.omaxe.com



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Annexure R-9

1. Details of Terms of Reference (ToR)

2. Select nature of the ToR

ToR prescribed by EAC and Ministry

Note: Please select option 'Standard ToR available on website' in case of Expansion under / (ii) (a).

2.1. Date of issuance of ToR/Standard ToR

03/01/2024

2.2. Date of issuance of Additional ToR, if any

2.3. MoEF&CC / SEIAA File No.

DPCC/SEIAA-IV/C-464(ToR)/DL/2023/1822-1825

2.4. Upload ToR letter (PDF only)

TOR.pdf [Preview](#)

2.5. Whether any amendment to ToR has been obtained

No

3. Details of Public Consultation

3.1. Whether the Project has been exempted from Public Hearing?

Yes

3.1.1. Reason

Building or Construction projects or Area Development projects or Townships

Baseline Details

4. Summary of Baseline Data

Details of Baseline data collection

4.1. Season

Summer

Period of collection

4.2. From

01/03/2023

4.3. To

31/05/2023

Number of monitoring locations

4.4. Meteorology (Nos.)

1

4.5. Ambient Air Quality (Nos.)

6

4.6. Surface Water Quality (Nos.)

2

4.7. Ground Water Quality (Nos.)

8

4.8. Ground Water Level (Nos.)

0

4.9. Noise Level (Nos.)

9

4.10. Soil Quality (Nos.)

8

5. Meteorological Parameters

Parameter

Min. Value

Max. Value

Mean Value

5.1. Temperature (°C)

45.05

14.62

27.43

5.2. Wind Speed (m/s)

8.15

0.19

2.93

5.3. Relative Humidity (%)

97.25

9.31

40.15

5.4. Solar Radiation (W/m²)

46.41

144.1

107.39

Total rainfall (mm)

No. of rainy days

Average annual rainfall (mm)

5.5. Rainfall

0.1

3.97

0.07

5.6. Predominant Wind direction

Northwest (NW)

6. Ambient Air Quality

Note: Please Specify range in case of data monitored at multiple locations

Monitoring Location			Observed Value			
Buffer Zone	Criteria Pollutant	Unit	From	To	Mean Value	Prescribed Standard
Buffer Zone	PM10	Micro Gram per Meter Cube	149.19	247.82	196.19	100

Buffer Zone	PM2.5	Micro Gram per Meter Cube	63.91	98.72	80.06	60
Buffer Zone	SO2	Micro Gram per Meter Cube	6.20	11.11	8.15	80
Buffer Zone	NO2	Micro Gram per Meter Cube	23.66	43.18	31.24	80

586

341

Monitoring Location			Observed Value			
Core Zone	Criteria Pollutant	Unit	From	To	Mean Value	Prescribed Standard
Core Zone	PM10	Micro Gram per Meter Cube	138.13	229.47	131.65	100
Core Zone	PM2.5	Micro Gram per Meter Cube	59.18	91.41	74.13	60
Core Zone	SO2	Micro Gram per Meter Cube	5.7	10.3	7.5	80
Core Zone	NO2	Micro Gram per Meter Cube	21.90	39.98	28.92	80

7. Surface Water Quality

Note: Please Specify range in case of data monitored at multiple locations

Monitoring Location			Observed Value			CPCB Water Quality Criteria	
Buffer Zone	Criteria Pollutant	Unit	From	To	Standard as per IS: 2296-1982	Class	Standard
Buffer Zone	pH	-	7.8	7.9	6.5-8.5	E	6.5-8.5
Buffer Zone	TSS	mg/L	2.6	4.2	0	E	0
Buffer Zone	TDS	mg/L	1146	1658	1500	E	1500
Buffer Zone	Total Hardness	mg/L	736	768	200	E	200
Buffer Zone	Chlorides	mg/L	360	410	250	E	250
Buffer Zone	Fluoride	mg/l	0.90	0.92	1.5	E	1.5
Buffer Zone	DO	mg/L	5.2	5.4	5	E	5
Buffer Zone	BOD	mg/L	7.0	8.25	3.0	E	3.0
Buffer Zone	COD	mg/L	24	32	0	E	0
Buffer Zone	Total Coliform	MPN/100ml	1600	1600	5000	E	5000

Monitoring Location			Observed Value			CPCB Water Quality Criteria	
Core Zone	Criteria Pollutant	Unit	From	To	Standard as per IS: 2296-1982	Class	Standard

8. Ground Water Quality

Note: Please Specify range in case of data monitored at multiple locations

Monitoring Location			Observed Value			
Buffer Zone	Criteria Pollutant	Unit	From	To	Standard as per IS: 10500 Desired Limits	Standard as per IS: 10500 Permissible Limits
Buffer Zone	pH	-	7.03	7.90	6.5	8.5
Buffer Zone	TDS	mg/L	182	2048	500	500
Buffer Zone	Total Hardness	mg/L	112	1400	200	200
Buffer Zone	Chlorides	mg/L	80	440	250	250
Buffer Zone	Fluoride	mg/L	0.18	0.94	1	1

Monitoring Location			Observed Value			
Core Zone	Criteria Pollutant	Unit	From	To	IS: 10500 Desired Limits	IS: 10500 Permissible Limits
Core Zone	pH	-	6.64	6.64	6.5	8.5
Core Zone	TDS	mg/l	1918	1918	500	500
Core Zone	Total Hardness	mg/L	688	688	200	200
Core Zone	Chlorides	mg/L	176	176	250	250
Core Zone	Fluoride	mg/L	0.34	0.34	1	1

Monitoring Location	Range of Water Table Pre-monsoon Season (in m below ground level)		Range of Water Table Post-monsoon Season (in m below ground level)	
	From (Pre-monsoon)	To (Pre-monsoon)	From (Post-monsoon)	To (Post-monsoon)
Buffer Zone	3.68	62.77	3.66	60.71

Monitoring Location	Range of Water Table Pre-monsoon Season (in m below ground level)		Range of Water Table Post-monsoon Season (in m below ground level)	
	From (Pre-monsoon)	To (Pre-monsoon)	From (Post-monsoon)	To (Post-monsoon)
Core Zone	9.0	16.0	10.3	18.0

10. Whether Ground Water Intersection will be there?

No

11. Noise Level

Monitoring Location	Category	Observed Noise Level(dB(A))				Prescribed Standard(dB(A))	
		Day Time Level		Night Time Level		Day Time Level	Night Time Level
		From	To	From	To		
Buffer Zone	Residential area	56.8	60.5	47.2	48.6	55	45
Buffer Zone	Commercial area	59.9	69.5	48.4	61.7	65	55

Monitoring Location	Category	Observed Noise Level(dB(A))				Prescribed Standard(dB(A))	
		Day Time Level		Night Time Level		Day Time Level	Night Time Level
		From	To	From	To		
Core Zone	Residential area	56.8	57.3	45.8	46.7	55	45

12. Soil Quality

Physical Characteristics

Note: Please Specify range in case of data monitored at multiple locations

Monitoring Location	Soil Texture	Particle Size Distribution (%)			Water Holding Capacity (%)	Porosity (%)
		Sand	Silt	Clay		
Buffer Zone	Silt Loam	2.2	58.2	19	36	29.2

Monitoring Location	Soil Texture	Particle Size Distribution (%)			Water Holding Capacity (%)	Porosity (%)
		Sand	Silt	Clay		
Core Zone	Silty Clay	7.1	47.2	45.6	52	30.5

13. Chemical Properties

Note: Please Specify range in case of data monitored at multiple locations

Monitoring Location	Criteria Parameter	Observed Value			Unit	Permissible Standard
		From	To	To		
Buffer Zone	Nitrogen	53.2	86.4		mg	313
Buffer Zone	Phosphorus	7.6	13.6		mg	13.9
Buffer Zone	Potassium	13.9	27.4		mg	156

Monitoring Location	Criteria Parameter	Observed Value			Unit	Permissible Standard
		From	To	To		
Core Zone	Nitrogen	77.0	77.0		mg	313
Core Zone	Phosphorus	11.5	11.5		mg	13.9
Core Zone	Potassium	11.5	11.5		mg	156

Core Zone	Phosphorus	11.5	11.5	mg	13.9
Core Zone	Potassium	588	38.8	mg	156

343

14. Whether Traffic study has been conducted? Yes

Meteorological Parameters

Parameter	Existing	Proposed
14.1. Road	Dabri Curugram Road	Dabri Gurugram Road
14.2. V (volume in PCU/day)	3013	3213
14.3. C (capacity in PCU/day)	7714	7714
14.4. Existing V/C Ratio	0.39	0.41
14.5. LOS	0.4	0.45

15. Whether any Schedule-I Species found in the study area? No

15.1. Whether conservation plan for Schedule-I Species has been approved by competent authority? N/A

16. Impact Prediction

Air Quality Impact Prediction

Monitoring Location			Criteria Pollutant	Unit	Baseline Concentration [A]	Predicted incremental value considering worst case stability class [B]	Total GLC [A]+[B]	Prescribed Standard
Lat	Long	Core/Buffer						
28° 34' 21" N	77° 2' 52" E	Core Zone	PM10	Microgram per m3	181.65	0.3	181.95	100
28° 34' 21" N	77° 2' 52" E	Core Zone	PM2.5	Microgram per m3	74.13	0.2	74.33	60
28° 34' 21" N	77° 2' 52" E	Core Zone	SO2	Microgram per m3	7.50	0.4	7.9	80
28° 34' 21" N	77° 2' 58" E	Core Zone	NO2	Microgram per m3	28.92	0.5	29.42	80
28° 34' 13" N	77° 3' 4" E	Core Zone	PM10	Microgram per m3	187.47	0.3	187.77	100
28° 34' 13" N	77° 3' 4" E	Core Zone	PM2.5	Microgram per m3	76.50	0.2	76.7	60
28° 34' 13" N	77° 3' 4" E	Core Zone	NO2	Microgram per m3	29.92	0.5	30.42	80
28° 34' 13" N	77° 3' 4" E	Core Zone	SO2	Microgram per m3	7.70	0.4	8.19	80
28° 33' 47" N	77° 2' 58" E	Buffer Zone	PM10	Microgram per m3	196.19	0.07	196.26	100
28° 33' 47" N	77° 2' 58" E	Buffer Zone	PM2.5	Microgram per m3	80.06	0.05	80.11	60
28° 33' 47" N	77° 2' 58" E	Buffer Zone	SO2	Microgram per m3	8.15	0.09	8.24	80
28° 33' 47" N	77° 2' 58" E	Buffer Zone	NO2	Microgram per m3	31.24	0.1	31.34	80
28° 35' 16" N	77° 2' 13" E	Buffer Zone	PM10	Microgram per m3	191.28	0.05	191.33	100
28° 35' 16" N	77° 2' 13" E	Buffer Zone	PM2.5	Microgram per m3	78.05	0.04	78.1	60
28° 35' 16" N	77° 2' 13" E	Buffer Zone	SO2	Microgram per m3	7.95	0.07	8.02	60
28° 35' 16" N	77° 2' 13" E	Buffer Zone	NO2	Microgram per m3	30.46	0.08	30.54	80

28° 33' 22" N	77° 4' 20" E	Buffer Zone	PM10	Microgram per m3	207.63	0.07	207.7	100
28° 33' 22" N	77° 4' 20" E	Buffer Zone	PM2.5	Microgram per m3	84.73	0.05	84.78	60
28° 33' 22" N	77° 4' 20" E	Buffer Zone	SO2	Microgram per m3	8.63	0.09	8.72	80
28° 33' 22" N	77° 4' 18" E	Buffer Zone	NO2	Microgram per m3	33.06	0.1	33.16	80
28° 34' 51" N	77° 1' 18" E	Buffer Zone	PM10	Microgram per m3	199.82	0.007	199.827	100
28° 34' 51" N	77° 1' 18" E	Buffer Zone	PM2.5	Microgram per m3	81.55	0.006	81.556	60
28° 34' 51" N	77° 1' 18" E	Buffer Zone	SO2	Microgram per m3	8.30	0.01	8.31	80
28° 34' 51" N	77° 1' 18" E	Buffer Zone	NO2	Microgram per m3	31.82	0.013	31.833	80

589

344

17. Funds Allocated for Environment Management

17.1. Funds Allocated for Environment Management (Capital) (in Lakhs) 1080

17.2. Funds Allocated towards Corporate Environmental Responsibility (in Lakhs) 20

17.3. Funds Allocated for Environment Management Plan (EMP) (Recurring per Annum) (in Lakhs) 78

Summary of allocation of fund for EMP

EMPs	Capital Cost (INR)	Recurring Cost per Annum (INR)
Landscaping	200	20
Water Management (STP)	350	35
Rainwater collection tanks	100	10
Air Management (GG Stack & Acoustic Treatment)	50	5
Solid Waste Management	60	0
Solar panel installation	300	0
Social Activity	20	6
Environment Monitoring	0	2.5
Total	1080	78

18. Details of Post-project monitoring program

Parameters to be monitored during construction and operation of the unit

Attribute	Parameters proposed for monitoring	Monitoring		Mode of Monitoring	Frequency of Monitoring	Project phase in which monitoring is required	Monitoring Agency
		Lat	Long				
Air Quality	PM, NO2, SO2	28° 34' 18"	77° 2' 59"	Manual	Twice in year	All phases	Third Party
Water Quality	All parameters of IS 10500	28° 34' 18"	77° 2' 59"	Manual	Twice in year	All phases	Third Party
Noise Quality	Day & night noise level	28° 34' 18"	77° 2' 59"	Manual	Twice in year	All phases	Third Party
Soil quality	All parameters to check soil fertility	28° 34' 18"	77° 2' 59"	Manual	Twice in year	All phases	Third Party

19. Whether Environmental cell is proposed for implementation and monitoring of EMP Yes

19.1. Organizational structure of the Environmental Management Cell The EMP Cell includes 10 no. of persons

19.2. Details of responsibilities and scope of work, assigned to each member in the organizational structure of the Environmental Management Cell Responsibilities will be given as per qualification of members

20. Whether compliance report from regional office on existing EC is obtained?

Not applicable as proposal is new project

Enclosures

22. Document to be attached

22.1. Upload Copy of Final EIA/EMP Report	Application.pdf
22.2. Executive summary of feasibility report/project report	Executive Summary.pdf
23. Upload Copy of Final Layout Plan (Upload pdf only)	Layout Plan.pdf

24. Additional Information

S. No.	Document Name	Document	Remark
1	Concession Agreement	Concession Agreement.pdf	Concession Agreement

25. Document CheckList

Undertaking

27. I hereby give undertaking that the data and information given in the application and enclosures are true to be best of my knowledge and belief and I am aware that if any part of the data and information is found to be false or misleading at any stage, the project will be rejected and clearance given if any to the project will be revoked at our risk and cost. In addition to the above, I hereby give undertaking that no activity/construction/expansion has been taken up

27.1. Name	WORLDSTREET SPORTS CENTER LIMITED
27.2. Designation	Director
27.3. Company	WORLDSTREET SPORTS CENTER LIMITED
27.4. Address	7, LSC, Kalkaji, New Delhi-110019
27.5. Date	08/02/2024

Minutes of Meeting of 136th SEAC Meeting dated 27.10.2023

STATE LEVEL EXPERT APPRAISAL COMMITTEE (SEAC)-DELHI
OFFICE OF DELHI POLLUTION CONTROL COMMITTEE
5th FLOOR, ISBT BUILDING, KASHMERE GATE, DELHI-110006

Minutes of the 136th Meeting of State Level Expert Appraisal Committee (SEAC) held on 27.10.2023 at 10:30 AM in the Conference Room of DPCC at 5th Floor, ISBT Building, Kashmere Gate, Delhi 110006.

The 136th Meeting of State Level Expert Appraisal Committee (SEAC) was held on 27.10.2023 in the Conference Room of DPCC under the Chairmanship of Sh. Vijay Garg. The following Members of SEAC were present in the Meeting:

- | | | |
|-------------------------|---|------------------|
| 1. Sh. Vijay Garg | - | In Chair |
| 2. Ms. Jyoti Mendiratta | - | Member |
| 3. Sh. Ashish Gupta | - | Member |
| 4. Sh. Gopal Mohan | - | Member |
| 5. Sh. Ankit Srivastava | - | Member |
| 6. Sh. Chetan Agarwal | - | Member |
| 7. Sh. Pankaj Kapil | - | Member Secretary |

Following SEAC Members could not attend the Meeting:

- | | | |
|-------------------------------|---|--------|
| 1. Dr. Sirajuddin Ahmed | - | Member |
| 2. Dr. Kailash Chandra Tiwari | - | Member |
| 3. Sh. Pranay Lal | - | Member |
| 4. Dr. Sumit Kumar Gautam | - | Member |
| 5. Ms. Paromita Roy | - | Member |

The DPCC Officials namely Sh. S.K. Goyal (EE), Sh. Manish Awasthi (JEE), Sh. Rohit Kumar Meena, (JEE) assisted the Committee.

The Minutes of the 135th SEAC Meeting held on 10.10.2023 were confirmed by the Members with correction that in Agenda no. 4 at page no 27 the lines "The above case with Proposal No. SIA/DL/MIS/265459/2022 was considered by SEAC in its 134th Meeting held on 14.09.2023 and....." may be read as "The above case with Proposal No. SIA/DL/MIS/431671/2022 considered by SEAC in its 131st Meeting held on 12.07.2023 and....."

Com. Varg

Agarwal

Agarwal

Ch. Ashish

Agarwal

Agenda No.: 05**Case No. C-464 (TOR)**

Name of the Project	EC for Development of Integrated Multi-Sports Arena at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited
Project Proponent	M/s Worldstreet Sports Center Limited
Consultant	M/s Perfect Enviro Solutions Pvt. Ltd.
EIA Coordinator present during Meeting	Ms. Akta Chugh Ms. Richa Aggarwal
Representative of PP present during Meeting	Mr. Rajneesh Pabbi Mr. Digambar Singh
Proposal No.	SIA/DL/INFRA2/423398/2023
File No.	DPCC/SELAA-IV/C-464(TOR)/DL/2023

A. Details of the Proposed Project are as under:

- The proposal is for grant of EC for Development of Integrated Multi-Sports Arena at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited. Activities proposed in the project are Cricket outdoor Stadium, Indoor stadium, commercial building, MLCP and Club. .
- The project is located at **Latitude: 28°34'8.55"N; Longitude: 77° 2'53.27"E.**
- Area Details:**
The total plot area of the project is 248610.53 sqm, net plot area after deducting reserved area for Trumpet as per Zonal Plan & STP and canal area is 203,961.500 sqm. The proposed total built-up area is 268,474.91 sqm. The proposed FAR area is 104366.12 sqm. The proposed Non-FAR area is 164108.79 sqm. The proposed ground coverage is 53209.26 sqm. Total no. of expected population will be 59513 persons. No. of basements will be 1 no. and number of floors will be cricket outdoor stadium (G+4), Indoor Stadium (G+3), Commercial Building (G+3), Club and MLCP Block (G+SF+10) . The maximum height of the building will be 43 m (Club & MLCP Block).
- Water Details:**
During Construction Phase: Total water requirement will be 30 KLD which will be met by 14 KLD of fresh water for labors & 8 KLD for ASGs through tankers and remaining 8 KLD treated water will be sourced from nearby DJB STP for construction activities.
During Operational Phase: Total water requirement of the project will be 1622 KLD which will be met by 768 KLD of fresh water from DJB and 854 KLD treated water from in house STP. Total waste water generated from the project will be 948 KLD which will be treated in house STP of 1550 KLD capacity. Treated water from STP will be 854 KLD which will be recycled and reused for flushing (514 KLD), cooling (340 KLD).
27 no. of RWH pits and 2 rain water tanks of 400 KL each have been proposed.

Amud *Com. Ver. by Ashish* *Sh*

Minutes of Meeting of 136th SEAC Meeting dated 27.10.2023

5. **Solid Waste Details:**

During Construction Phase, about 45 Kg/day of municipal solid waste will be generated which will be disposed through authorized vendor.

During the Operation Phase, Total solid waste generated from project will be 8481 kg/day out of which 3807 kg/day will be biodegradable waste and 4674 kg/day will be non-biodegradable waste. The biodegradable waste will be composted through onsite OWC and non-biodegradable waste will be disposed through authorized vendors.

6. **Power Details**

During Operation Phase, Total power requirement will be 14796.25 kW which will be met by the BSES. For Power Back up, 16 no. of GG sets of total capacity 22820 kVA (5x2250 + 2 x 1500 + 7x1010 + 2 x 750 kVA) will be installed.

7. **Parking Facility Details:** Total proposed parking proposed is 3036 ECS (Basement parking: 2445 ECS, MLCP parking: 499 ECS, Open parking: 92 ECS).

8. **Eco-Sensitive Areas Details:** Distance of Okhla Wildlife Sanctuary from project site is 23.28 Km and from Asola Wildlife Sanctuary is 16.70 Km.

9. **Plantation Details:** The proposed Green Area is 50,990.38 sqm (i.e. 25 % of net plot area). Total no. of proposed trees is 2600 nos. within project site. At present, 2191 no. of trees are present at the site out of which 1953 no. of kikar trees & 12 no. of subabool trees which are invasive species will be removed, 217 no. of trees will be transplanted, 7 no. of trees will be cut & 2 no. of trees will be retained at the site..

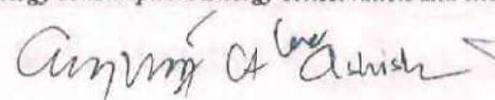
10. **Cost Details:** Total Cost of the project is INR 530 Crores.

B. Based on information furnished, presentation made and discussions held, the SEAC in its 136th meeting held on 27.10.2023, Committee recommended to issue following ToR:

1. Examine details of land use as per Master plan and land use around 10km radius of the project site. Analysis should be made base on latest satellite imagery for land use with raw images. Share the elevation range of the site (minimum and maximum elevation above mean sea level) and the 10 year, 50 yr and 100 yr flood maps for the area and whether it is within the flood zone or directly on the flood plain of any river.
2. Submit details of environmentally sensitive places, land acquisition status, rehabilitation of communities/ villages and present status of such activities.
3. Examine baseline environmental quality along with projected incremental load due to the project.
4. Water conservation scenario during monsoon period should be duly addressed.
5. Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) bio-diversity, (f) noise and vibrations, (g) socio economic and health.
6. Submit a copy of the contour plan with slopes, drainage pattern and low-lying area of the site and surrounding area. If there is any obstruction of the drainage lines and low-lying area proposed by the project, then the rationale for the same may be stated along with any mitigation measures.

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7. *Submit the present land use and permission required for any conversion such as forest, agriculture etc. Submit the land type (kism) of each of the khasra numbers/plots of the site as per the revenue record/last jamabandi of the site. Is the site recorded as a low-lying area, waterbody, gairmumkinpahar, forest in the revenue record ?*
8. *Submit Roles and responsibility of the developer etc for compliance of Environmental regulations under the provisions of EP Act.*
9. *Ground water classification (whether over exploited, critical, semi-critical or safe) as per the Central Ground Water Authority*
10. *Examine the details of Source of Water, water requirement, complete use of treated waste water instead of discharge it into municipal sewer and prepare a water balance chart. Segregated figures for potable and non-potable water requirement during construction and operation phase.*
11. *A certificate shall be obtained from the local body supplying water, specifying the total annual water availability with the local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the balance water available. This should be specified separately for ground water and surface water sources, ensuring that there is no impact on other users.*
12. *Rain Water Harvesting proposals should be made with due safeguards for ground water quality. Maximize recycling of water and utilization of rain water, Examine details.*
 - a. *Calculate runoff from (a) roof top, (b) other paved areas, and (c) green areas separately.*
 - b. *Recent/Enhanced peak rainfall runoff data be used in the runoff calculation for designing storm water retention capacity, to make the site future ready – given the experience of last 5 years with extreme rainfall events and likely increase in frequency of such extreme events due to climate change.*
 - c. *Prepare management strategy for runoff for each of these (a) roof top, (b) other paved areas, and (c) green areas*
 - d. *Design natural storm water retention capacity in the green areas by marginal lowering, and gradient management to enhance natural retention and percolation, and indicate the natural retention capacity created in cubic metres.*
 - e. *Indicate rainfall retention capacity created via storage tanks/percolation pits*
 - f. *Rain water harvesting/ retention plan needs to be revised with RWH pits, taking into account the recent higher flash rain data along with actual percolation rate of the soil at site or min. 1 Recharge bore per 5000 sqm of Plot Area whichever is more along with the storage capacity of min. 1 day of total fresh water requirement along with layout and location plan.*
13. *Examine soil characteristics and depth of ground water table for rain water harvesting along with with actual percolation rate of soil at site.*
14. *Examine details of solid waste generation treatment and its disposal*
15. *Examine and submit details of use of solar energy and alternative source of Energy to reduce the fossil energy consumption. Energy conservation and energy efficiency.*

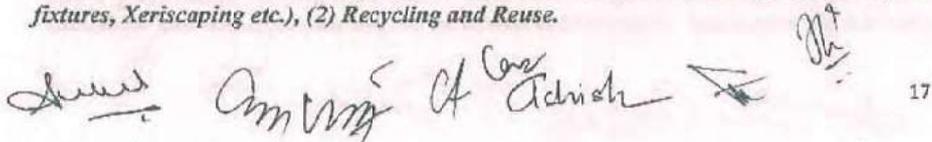


Minutes of Meeting of 136th SEAC Meeting dated 27.10.2023

16. Generator sets likely to be used during construction and operational phase of the Project. Emissions from Generator sets must be taken into considered while estimation the impacts on air environment. Examine and submit details.
17. Examine road/rail connectivity to the project site and impact on the traffic due to the proposed project. Present and future traffic and transport facilities for the region should be analyzed with measures for preventing traffic congestion and providing faster trouble free system to reach different destinations in the city.
18. A detail traffic and transportation study should be made for existing and projected passenger and cargo traffic. Traffic Management Plan should take into consideration the latest traffic scenario. Detailed calculation of roads, bicycle paths, pedestrian spaces should be provided.
19. Examine the details of transport of materials for construction which should include source and availability.
20. Examine separately the details for construction and operation phases both for Environmental Management plan and Environment Monitoring Plan with cost and parameters
21. Submit details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster.
22. Details of litigation pending against the project, if any, with direction/order passed by any Court of Law against the Project should be given.
23. The Cost of the project (Capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.
24. The Project Proponent should include a specific chapter for control of Dust Pollution during construction phase in the Environmental Management Plan incorporating the steps as per MoEF Notification No. GSR 94 (E) dated 25.01.2018/Hon'ble National Green Tribunal order in O.A. No.21 of 2014 and O.A. No. 95 of 2014 in the matter of Yardhaman Kaushik Vs. Union of India & others and Sanjay Kulshreshtha Vs Union of India & others, CAQM/CPCB/DPCC extant statutory orders/guidelines/directions issued time to time including registration on Dust Pollution Control Self Assessment Portal with provision of video fencing and sensors for monitoring PM 2.5, PM 10.
25. Detail of Parking (ECS) as per requirement of Building Bye Laws/ EIA Manual.
26. In case the project involves diversion of forests land, guidelines under OM dated 20.03.2013 may be followed and necessary action taken accordingly.
27. Submit details of the trees to be conserved and preferably no tree is to be felled / removed, by ground coverage, and trees to be removed for other paved areas for the project including their species and whether it also involves any protected or endangered species. In any case 30 % of non-invasive trees should be retained and all transplantation be done within site.
28. Prepare and submit an existing tree inventory of the site listing each tree along with its species name and girth, and a tree layout plan showing the location of each tree on the site and within 10 m of the site. Submit the details of compliance of Delhi Transplantation Policy, 2020 and Details of compensatory plantation if any.

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29. Explore the possibilities of utilizing the debris/waste materials available in and around the project area.
30. Submit Environmental Management and Monitoring Plan for all phases of the project viz. construction and operation.
31. Submit NOC of Airport Authority of India for proposed height of the building.
32. Detail of water requirement during construction phase and its source. Project Proponent is required to clarify the arrangement for reusing the STP treated water/similar other source along with the mechanism proposed for making this water fit for use in construction phase.
33. Outlet parameters of proposed STP during operation phase needs to be checked for the feasibility of its reuse in flushing, horticulture, HVAC etc.
34. Justification to achieve the standards with the proposed technology of STP is required to be given.
35. Proposal should be included for a provision of toxic gas (Combustible gas, Carbon dioxide and Hydrogen sulphide) detectors for STP area.
36. The cost of environmental monitoring projected in the proposal should be commensurate with the environmental safe guard proposed.
37. Details of all the outlets from the proposed building including the outlet of STP required to be submitted with a proposal to install flow-meters at each of the outlets.
38. Project is required to quantify the no. of labours and the detailed plan for the proposed labour camps and amenities for housing them during construction phase.
39. Landscape details to be provided with a measured impact on the micro-climate. Green area should be demarcated as per building bye laws and provide 25% of plot area as green area and consolidated area of minimum 10 % of plot area should be kept as soft green area, so that there should be sufficient recharging of ground water.
40. Air quality pollution load and its negative impacts to be clarified along with mitigation options during the construction and lifetime of the project.
41. Give Typical Floor Plans with dimensions to demonstrate how natural ventilation & day lighting is being achieved supported with screenshots of suitable software based outputs.
42. Proportion wise step diagram to be provided showing the amount of Reduction in Net per capita Energy Demand achieved as compared to base case scenario, through (i) Load Reduction Strategies, (ii) Passive Strategies, (iii) Renewables, and (iv) Energy Recovery strategies. Atleast 10 % of total energy demand to be sourced from Renewables. Percentage reduction through each of the aforesaid strategies to be provided in a consolidated diagram format for easy comprehension.
43. Proposal for provisioning the energy audit during operation phase.
44. Proportion wise Step Diagram showing the amount of reduction in Net Per Capita Water Demand achieved through (1) Each Demand reduction strategy (eg. Low flow fixtures, Xeriscaping etc.), (2) Recycling and Reuse.

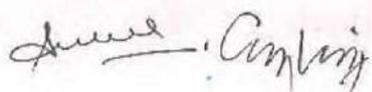
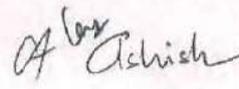

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Minutes of Meeting of 136th SEAC Meeting dated 27.10.2023

45. *Elaborated effects of the building activity in altering the microclimates with self-assessment on the likely impacts of the proposed construction on creation of heat island & inversion effects.*
46. *Give plan for managing, conserving the top soil excavated during construction and for its reuse. Give the extent of total soil excavation (in m³) proposed and where the excavated soil will be gainfully used.*
47. *Proposal should include provision for electric charging of the e-Vehicles as per Building Bye Laws.*
48. *Typical Floor Plans with dimensions to demonstrate how natural ventilation & day lighting is being achieved supported with screenshots of suitable software based outputs. Energy Simulation Modeling for the entire complex using appropriate softwares to be submitted along with the proposal.*
49. *Ideally the environmental clearance application along with EIA study should be submitted after preliminary 'In Principle Approval' from the local bodies duly routed through development authorities in accordance with approved master plan*
50. *The PP is required to work upon the inventory of the demolition waste likely to be generated from the existing building with a specific reference to Hazardous waste along with its safe disposal plan.*
51. *Simulated Model study for Air and Water impact and its mitigation measures is to be included in EIA Report.*
52. *Any Further clarification on carrying out the above studies including anticipated impacts due to the project and mitigative measure, project proponent can refer to the model TOR available on Ministry website <http://moef.nic.in/Manual/Townships>.*

GENERAL GUIDELINES

1. *The EIA document shall be printed on both sides, as far as possible.*
2. *All documents should be properly indexed, page numbered.*
3. *Period/date of data collection should be clearly indicated.*
4. *Authenticated English translation of all material provided in Regional languages.*
5. *The letter/application for EC should quote the MOEF & CC file no. and also attach a copy of the letter prescribing the TOR.*
6. *The copy of the letter received from the SEAC on the TOR prescribed for the project should be attached as an annexe to the final EIA-EMP Report.*
7. *The final EIA-EMP report submitted must incorporate the issues in TOR. The index of the final EIA-EMP report, must indicate the specific chapter and page no. of the EIA-EMP report where the specific issue raised have been incorporated.*
8. *Grant of TOR does not mean grant of EC.*
9. *The status of accreditation of the EIA consultants with NABET/QCI shall be specifically mentioned. The consultant shall certify that his accreditation is for the sector for which this EIA is prepared.*
10. *On the front page of EIA/EMP reports, the name of the consultant/ consultancy firm along with their complete details including their accreditation, if any shall be indicated. The consultant while submitting the EIA/EMP report shall give an undertaking to the effect that the prescribed TORs(TOR proposed by the project proponent and additional*

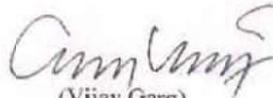


Minutes of Meeting of 136th SEAC Meeting dated 27.10.2023

TOR given by the MOEF) have been complied with and the data submitted is factually correct(Refer MOEF office memorandum dated 4th august,2009).

11. While submitting the EIA/EMP reports, the name of the experts associated with/involved in the preparation of these reports and the laboratories through which the samples have been got analyzed should be stated in the report. It shall clearly be indicated whether these laboratories are approved under the Environment (Protection) Act, 1986 and the rules made there under (Please refer MOEF office memorandum dated 4th August, 2009). The project leader of the EIA study shall also be mentioned.
12. As stipulated in amendment notification No. S.O. 751(E) dated 17th February, 2020, the above ToR would be valid for a period of four years from the date of issue. The project proponent shall submit detailed final EIA Report and EMP prepared as per above ToR within the stipulated period of four years.
13. The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization(s)/Laboratories including their status of approvals etc. vide notification of the MOEF dated 19.07.2013.
14. The Prescribed ToR would be valid for a period of four years for submission of the EIA/EMP Reports.
15. The EIA-EMP report submitted must incorporate the construction and demolition waste management plan with identification of waste disposal/ recycling site.

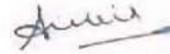
Meeting ended with the vote of thanks to the Chair



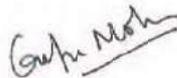
(Vijay Garg)
Chairman



(Pankaj Kapil)
Member secretary



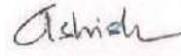
(Ankit Srivastava)
Member



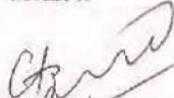
(Gopal Mohan)
Member



(Jyoti Mendiratta)
Member



(Ashish Gupta)
Member



(Chetan Agarwal)
Member

Annexure R-11

**STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT
AUTHORITY (SEIAA)-DELHI
OFFICE OF DELHI POLLUTION CONTROL COMMITTEE
5th FLOOR, ISBT BUILDING, KASHMERE GATE, DELHI-110006**

F.No. DPCC/SEIAA-IV/C-464 (ToR)/DL/2023 /1822-1825

Date: 03/01/2024

To,

**M/s Worldstreet Sports Center Limited
Plot No-3, District Centre,
Sector-10, Dwarka, New Delhi-110075**

Subject: Terms of Reference (ToR) for Development of Integrated Multi-Sports Arena at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited.

Sir,

This has reference to the online application filed on 05.10.2023 vide proposal no-SIA/DL/INFRA2/423398/2023 for Development of Integrated Multi-Sports Arena at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited on PARIVESH Portal for seeking Term of Reference (ToR) for the above mentioned project.

The requirements of the projects have been taken into account by SEAC in its 136th meeting held on 27.10.2023. The SEIAA took into account of the discussions and term of reference recommended during its meeting held on 16.11.2023.

The proposal is for grant of EC for Development of Integrated Multi-Sports Arena at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited. Activities proposed in the project are Cricket outdoor Stadium, Indoor stadium, commercial building, MLCP and Club.

The project is located at **Latitude: 28°34'8.55"N; Longitude: 77° 2'53.27"E.**

1. Area Details:

The total plot area of the project is 248610.53 sqm, net plot area after deducting reserved area for Trumpet as per Zonal Plan & STP and canal area is 203,961.500sqm. The proposed total built-up area is 268,474.91 sqm. The proposed FAR area is 104366.12 sqm. The proposed Non-FAR area is 164108.79sqm. The proposed ground coverage is 53209.26 sqm. Total no. of expected population will be 59513 persons. No. of basements will be 1 no. and number of floors will be cricket outdoor stadium (G+4), Indoor Stadium (G+3), Commercial Building (G+3), Club and MLCP Block (G+SF+10). The maximum height of the building will be 43m (Club & MLCP Block).

2. Water Details:

During Construction Phase: Total water requirement will be 30 KLD which will be met by 14 KLD of fresh water for labors & 8 KLD for ASGs through tankers and remaining 8 KLD treated water will be sourced from nearby DJB STP for construction activities.

During Operational Phase: Total water requirement of the project will be 1622KLD which will be met by 768 KLD of fresh water from DJB and 854 KLD treated water from in house STP. Total waste water generated from the project will be 948 KLD which will be treated in house STP of 1550 KLD capacity. Treated water from STP will be 854 KLD which will be recycled and reused for flushing (514 KLD), cooling (340 KLD). 27 no. of RWH pits and 2 rain water tanks of 400 KL each have been proposed.

3. **Solid Waste Details:**

During Construction Phase, about 45 Kg/day of municipal solid waste will be generated which will be disposed through authorized vendor.

During the Operation Phase, Total solid waste generated from project will be 8481 kg/day out of which 3807 kg/day will be biodegradable waste and 4674 kg/day will be non-biodegradable waste. The biodegradable waste will be composted through onsite OWC and non-biodegradable waste will be disposed through authorized vendors.

4. **Power Details:**

During Operation Phase, Total power requirement will be 14796.25 kW which will be met by the BSES. For Power Back up, 16 no. of GG sets of total capacity 22820 kVA (5x2250 + 2 x 1500+ 7x1010 + 2 x 750 kVA) will be installed.

5. **Parking Facility Details:** Total proposed parking proposed is 3036 ECS (Basement parking: 2445 ECS, MLCP parking: 499 ECS, Open parking: 92 ECS).

6. **Eco-Sensitive Areas Details:** Distance of Okhla Wildlife Sanctuary from project site is 23.28 Km and from Asola Wildlife Sanctuary is 16.70 Km.

7. **Plantation Details:** The proposed Green Area is 50,990.38 sqm (i.e. 25 % of net plot area). Total no. of proposed trees is 2600 nos. within project site. At present, 2191 no. of trees are present at the site out of which 1953 no. of kikar trees & 12 no. of subabool trees which are invasive species.

8. **Cost Details:** Total Cost of the project is INR 530 Crores.

Based on information furnished, presentation made and discussions held, the SEAC in its 136th meeting held on 27.10.2023, recommended the Term of Reference (ToR) for conducting Environment Impact Assessment Study by the project proponent.

The State Level Environment Impact Assessment Authority, Delhi (SEIAA-Delhi) in its 74th Meeting held on 16.11.2023 hereby accords the Term of Reference as per provisions of Environment Impact Assessment Notification (EIA), 2006 and its subsequent amendments for conducting Environment Impact Assessment Study and information to be included in EIA/EMP report for Development of Integrated Multi-Sports Arena at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited, as follows:

1. *The Project Proponent should include the implementation of the guidelines issued by committee Guidelines/ mechanism for using Anti-Smog Gun in construction and Demolition projects having built-up area greater than 20,000 sqm issued by Department of Environment, NCT of Delhi, vide letter no. F. No.DPCC/(12)(1)(285)/ab2020/2790- 2810 dated 16.09.2021 available at*

https://dustcontroldpcc.delhi.gov.in/Upload/GuidelinesPDF/43/FilePDF_43_723774.PDF. Besides use of Anti-Smog Gun the Project Proponent shall ensure that environment friendly Dust suppressant and soil stabilising chemical would be sprayed at prescribed interval on unpaved area of the construction sites to agglomerate the fine dust particles into aggregate too large to become airborne. This must be done in all those areas where there is movement of trucks and other construction machinery at frequent intervals to prevent formations of fine dust particles.

2. Project proponent should include installation of reference-grade (USEPA approved system) Continuous Particulate Monitoring System consisting of three nodes capable of monitoring dust emission from the construction site. The system must have the capacity for simultaneous monitoring of PM_{2.5} and PM₁₀ and equip for data transfer on a real-time basis to the server of DPCC.
3. Examine details of land use as per Master plan and land use around 10km radius of the project site. Analysis should be made base on latest satellite imagery for land use with raw images. Share the elevation range of the site (minimum and maximum elevation above mean sea level) and the 10 year, 50 yr and 100 yr flood maps for the area and whether it is within the flood zone or directly on the flood plain of any river.
4. Submit details of environmentally sensitive places, land acquisition status, rehabilitation of communities/ villages and present status of such activities.
5. Examine baseline environmental quality along with projected incremental load due to the project.
6. Water conservation scenario during monsoon period should be duly addressed.
7. Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) bio-diversity, (f) noise and vibrations, (g) socio economic and health.
8. Submit a copy of the contour plan with slopes, drainage pattern and low-lying area of the site and surrounding area. If there is any obstruction of the drainage lines and low-lying area proposed by the project, then the rationale for the same may be stated along with any mitigation measures.
9. Submit the present land use and permission required for any conversion such as forest, agriculture etc. Submit the land type (kism) of each of the khasra numbers/plots of the site as per the revenue record/last jamabandi of the site. Is the site recorded as a low-lying area, waterbody, gairmumkinpahar, forest in the revenue record ?
10. Submit Roles and responsibility of the developer etc for compliance of Environmental regulations under the provisions of EP Act.
11. Ground water classification (whether over exploited, critical, semi-critical or safe) as per the Central Ground Water Authority
12. Examine the details of Source of Water, water requirement, complete use of treated waste water instead of discharge it into municipal sewer and prepare a water balance chart. Segregated figures for potable and non-potable water requirement during construction and operation phase.
13. A certificate shall be obtained from the local body supplying water, specifying the total annual water availability with the local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the

- balance water available. This should be specified separately for ground water and surface water sources, ensuring that there is no impact on other users.*
- 14. Rain Water Harvesting proposals should be made with due safeguards for ground water quality. Maximize recycling of water and utilization of rain water, Examine details.*
 - a. Calculate runoff from (a) roof top, (b) other paved areas, and (c) green areas separately.*
 - b. Recent/Enhanced peak rainfall runoff data be used in the runoff calculation for designing storm water retention capacity, to make the site future ready – given the experience of last 5 years with extreme rainfall events and likely increase in frequency of such extreme events due to climate change.*
 - c. Prepare management strategy for runoff for each of these (a) roof top, (b) other paved areas, and (c) green areas*
 - d. Design natural storm water retention capacity in the green areas by marginal lowering, and gradient management to enhance natural retention and percolation, and indicate the natural retention capacity created in cubic metres.*
 - e. Indicate rainfall retention capacity created via storage tanks/percolation pits*
 - f. Rain water harvesting/ retention plan needs to be revised with RWH pits, taking into account the recent higher flash rain data along with actual percolation rate of the soil at site or min. 1 Recharge bore per 5000 sqm of Plot Area whichever is more along with the storage capacity of min. 1 day of total fresh water requirement along with layout and location plan.*
 - 15. Examine soil characteristics and depth of ground water table for rain water harvesting along with actual percolation rate of soil at site.*
 - 16. Examine details of solid waste generation treatment and its disposal*
 - 17. Examine and submit details of use of solar energy and alternative source of Energy to reduce the fossil energy consumption. Energy conservation and energy efficiency.*
 - 18. Generator sets likely to be used during construction and operational phase of the Project. Emissions from Generator sets must be taken into considered while estimation the impacts on air environment. Examine and submit details.*
 - 19. Examine road/rail connectivity to the project site and impact on the traffic due to the proposed project. Present and future traffic and transport facilities for the region should be analyzed with measures for preventing traffic congestion and providing faster trouble free system to reach different destinations in the city.*
 - 20. A detail traffic and transportation study should be made for existing and projected passenger and cargo traffic. Traffic Management Plan should take into consideration the latest traffic scenario. Detailed calculation of roads, bicycle paths, pedestrian spaces should be provided.*
 - 21. Examine the details of transport of materials for construction which should include source and availability.*
 - 22. Examine separately the details for construction and operation phases both for Environmental Management plan and Environment Monitoring Plan with cost and parameters*

23. *Submit details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster.*
24. *Details of litigation pending against the project, if any, with direction/order passed by any Court of Law against the Project should be given.*
25. *The Cost of the project (Capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.*
26. *The Project Proponent should include a specific chapter for control of Dust Pollution during construction phase in the Environmental Management Plan incorporating the steps as per MoEF Notification No. GSR 94 (E) dated 25.01.2018/Hon'ble National Green Tribunal order in O.A. No.21 of 2014 and O.A. No. 95 of 2014 in the matter of VardhamanKaushik Vs. Union of India & others and Sanjay KulshreshthaVs Union of India & others, CAQM/CPCB/DPCC extant statutory orders/guidelines/directions issued time to time including registration on Dust Pollution Control Self Assessment Portal with provision of video fencing and sensors for monitoring PM 2.5, PM 10.*
27. *Detail of Parking (ECS) as per requirement of Building Bye Laws/ EIA Manual.*
28. *In case the project involves diversion of forests land, guidelines under OM dated 20.03.2013 may be followed and necessary action taken accordingly.*
29. *Submit details of the trees to be conserved and preferably no tree is to be felled / removed, by ground coverage, and trees to be removed for other paved areas, for the project including their species and whether it also involves any protected or endangered species. In any case 30 % of non-invasive trees should be retained and all transplantation be done within site.*
30. *Prepare and submit an existing tree inventory of the site listing each tree along with its species name and girth, and a tree layout plan showing the location of each tree on the site and within 10 m of the site. Submit the details of compliance of Delhi Transplantation Policy, 2020 and Details of compensatory plantation if any.*
31. *Explore the possibilities of utilizing the debris/waste materials available in and around the project area.*
32. *Submit Environmental Management and Monitoring Plan for all phases of the project viz. construction and operation.*
33. *Submit NOC of Airport Authority of India for proposed height of the building.*
34. *Detail of water requirement during construction phase and its source. Project Proponent is required to clarify the arrangement for reusing the STP treated water/similar other source along with the mechanism proposed for making this water fit for use in construction phase.*
35. *Outlet parameters of proposed STP during operation phase needs to be checked for the feasibility of its reuse in flushing, horticulture, HVAC etc.*
36. *Justification to achieve the standards with the proposed technology of STP is required to be given.*
37. *Proposal should be included for a provision of toxic gas (Combustible gas, Carbon dioxide and Hydrogen sulphide) detectors for STP area.*
38. *The cost of environmental monitoring projected in the proposal should be commensurate with the environmental safe guard proposed.*

39. Details of all the outlets from the proposed building including the outlet of STP required to be submitted with a proposal to install flow-meters at each of the outlets.
40. Project is required to quantify the no. of labours and the detailed plan for the proposed labour camps and amenities for housing them during construction phase.
41. Landscape details to be provided with a measured impact on the micro-climate. Green area should be demarcated as per building bye laws and provide 25% of plot area as green area and consolidated area of minimum 10 % of plot area should be kept as soft green area, so that there should be sufficient recharging of ground water.
42. Air quality pollution load and its negative impacts to be clarified along with mitigation options during the construction and lifetime of the project.
43. Give Typical Floor Plans with dimensions to demonstrate how natural ventilation & day lighting is being achieved supported with screenshots of suitable software based out puts.
44. Proportion wise step diagram to be provided showing the amount of Reduction in Net per capita Energy Demand achieved as compared to base case scenario, through (i) Load Reduction Strategies, (ii) Passive Strategies, (iii) Renewables, and (iv) Energy Recovery strategies. Atleast 10 % of total energy demand to be sourced from Renewables. Percentage reduction through each of the aforesaid strategies to be provided in a consolidated diagram format for easy comprehension.
45. Proposal for provisioning the energy audit during operation phase.
46. Proportion wise Step Diagram showing the amount of reduction in Net Per Capita Water Demand achieved through (1) Each Demand reduction strategy (eg. Low flow fixtures, Xeriscaping etc.), (2) Recycling and Reuse.
47. Elaborated effects of the building activity in altering the microclimates with self-assessment on the likely impacts of the proposed construction on creation of heat island & inversion effects.
48. Give plan for managing, conserving the top soil excavated during construction and for its reuse. Give the extent of total soil excavation (in m³) proposed and where the excavated soil will be gainfully used.
49. Proposal should include provision for electric charging of the e-Vehicles as per Building Bye Laws.
50. Typical Floor Plans with dimensions to demonstrate how natural ventilation & day lighting is being achieved supported with screenshots of suitable software based out puts. Energy Simulation Modeling for the entire complex using appropriate softwares to be submitted along with the proposal.
51. Ideally the environmental clearance application along with EIA study should be submitted after preliminary 'In Principle Approval' from the local bodies duly routed through development authorities in accordance with approved master plan
52. The PP is required to work upon the inventory of the demolition waste likely to be generated from the existing building with a specific reference to Hazardous waste along with its safe disposal plan.
53. Simulated Model study for Air and Water impact and its mitigation measures is to be included in EIA Report.

54. Any Further clarification on carrying out the above studies including anticipated impacts due to the project and mitigative measure, project proponent can refer to the model TOR available on Ministry website <http://moef.nic.in/Manual/Townships>.

GENERAL GUIDELINES

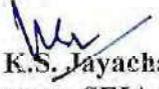
1. The EIA document shall be printed on both sides, as far as possible.
2. All documents should be properly indexed, page numbered.
3. Period/date of data collection should be clearly indicated.
4. Authenticated English translation of all material provided in Regional languages.
5. The letter/application for EC should quote the MOEF & CC file no. and also attach a copy of the letter prescribing the TOR.
6. The copy of the letter received from the SEAC on the TOR prescribed for the project should be attached as an annexe to the final EIA-EMP Report.
7. The final EIA-EMP report submitted must incorporate the issues in TOR. The index of the final EIA-EMP report, must indicate the specific chapter and page no. of the EIA-EMP report where the specific issue raised have been incorporated.
8. Grant of TOR does not mean grant of EC.
9. The status of accreditation of the EIA consultants with NABET/QCI shall be specifically mentioned. The consultant shall certify that his accreditation is for the sector for which this EIA is prepared.
10. On the front page of EIA/EMP reports, the name of the consultant/ consultancy firm along with their complete details including their accreditation, if any shall be indicated. The consultant while submitting the EIA/EMP report shall give an undertaking to the effect that the prescribed TORs(TOR proposed by the project proponent and additional TOR given by the MOEF) have been complied with and the data submitted is factually correct(Refer MOEF office memorandum dated 4th august,2009).
11. While submitting the EIA/EMP reports, the name of the experts associated with/involved in the preparation of these reports and the laboratories through which the samples have been got analyzed should be stated in the report. It shall clearly be indicated whether these laboratories are approved under the Environment (Protection) Act, 1986 and the rules made there under (Please refer MOEF office memorandum dated 4th August, 2009). The project leader of the EIA study shall also be mentioned.
12. As stipulated in amendment notification No. S.O. 751(E) dated 17th February, 2020, the above ToR would be valid for a period of four years from the date of issue. The project proponent shall submit detailed final EIA Report and EMP prepared as per above ToR within the stipulated period of four years.
13. The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization(s)/Laboratories including their status of approvals etc. vide notification of the MOEF dated 19.07.2013.
14. The Prescribed ToR would be valid for a period of four years for submission of the EIA/EMP Reports.
15. The EIA-EMP report submitted must incorporate the construction and demolition waste management plan with identification of waste disposal/ recycling site.

You are required to submit the detailed final EIA/EMP prepared as per ToRs to the SEAC for considering the proposal for environmental clearance. The General guidelines shall also be considered for preparation of EIA/EMP.


(Dr. K.S. Jayachandran)
Member Secretary, SEIAA- Delhi

Copy to:

1. Member Secretary, Delhi Pollution Control Committee, 5th Floor, I.S.B.T. Building, Kashmere Gate, Delhi-110006.
2. Member Secretary, SEAC-Delhi, Delhi Pollution Control Committee, 5th Floor, I.S.B.T. Building, Kashmere Gate, Delhi-110006.
3. Master file EIA, DPCC.


(Dr. K.S. Jayachandran)
Member Secretary, SEIAA- Delhi



Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Level Expert Appraisal
Committee(SEAC),
DELHI)



**Minutes of Agenda of 141st Meeting of SEAC to be held on 07.03.2024 from 10:30 A
M onwards. State Level Expert Appraisal Committee meeting held from 07/03/2024 to 07/03/2024** Date: 07/03/2024

MoM ID: EC/MOM/SEAC/755954/3/2024
Agenda ID: EC/AGENDA/SEAC/755954/3/2024
Meeting Venue: Conference Room of DPCC, 5th Floor, ISBT Building, Kashmere Gate, 110006
Meeting Mode: Physical
Date & Time:

07/03/2024	10:30 AM	05:00 PM
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1. Opening remarks

The 141 st Meeting of State Level Expert Appraisal Committee (SEAC) was held in hybrid mode on 07.03.2024 in the Conference Room of DPCC under the Chairmanship of Sh. Vijay Garg. The following Members of SEAC were present in the Meeting: 1. Sh. Vijay Garg - In Chair 2. Sh. Ashish Gupta - Member 3. Sh. Gopal Mohan - Member 4. Ms. Jyoti Mendiratta - Member 5. Sh. Ankit Srivastava - Member 6. Dr. Sirajuddin Ahmed - Member 7. Dr. Anwar Ali Khan - Member Secretary Following SEAC Members could not attend the meeting: 1. Sh. Chetan Agarwal - Member 2. Dr. Sumit Kumar Gautam - Member 3. Ms. Paromita Roy - Member 4. Dr. Kailash Chandra Tiwari - Member 5. Sh. PranayLal - Member The DPCC Officials namely Sh. Amit Chaudhary (EE), Sh .Rohit Kumar Meena, (JEE) assisted the Committee.

2. Confirmation of the minutes of previous meeting

The Minutes of the 140 th SEAC Meeting held on 26.02.2024 were confirmed by the Members.

3. Details of proposals considered by the committee

Day 1 -07/03/2024

3.1. Agenda Item No 1:

3.1.1. Details of the proposal

Development of Integrated Multi-Sports Arena by WORLDSTREET SPORTS CENTER LIMITED located at SOUTH WEST,DELHI	
Proposal For	Fresh EC

Proposal No	File No	Submission Date	Activity (Schedule Item)
SIA/DL/INFRA2/46/2047/2024	DPCC/SEIAA-IV/P2/C-4/72/DL/2024	08/02/2024	Townships/ Area Development Projects / Rehabilitation Centres (8(b))

3.1.2. Project Salient Features

- The Proposal is for grant of EC for Development of Integrated Multi-Sports Arena by M/s Worldstreet Sports Centre Limited.
- The Project is located at Latitude: 28°34'18.26"N; Longitude: 77°02'59.62"E.
- Area Details:
The total plot area of the project is 248610.53 sqm. The Net land Area for development of sports complex is 203961.50 sqm. The proposed total built-up area is 255051.42 sqm. The proposed FAR area is 91,379.26 sqm. The proposed ground coverage is 49718.02 sqm. Total basement area will be 70984.69 sqm. Total no. of towers will be 5 nos. which are Cricket Outdoor Stadium (G+SF+6), Indoor Stadium (G+Mezz+3), Commercial Building (B+G+3), Club Block (B+G+4+Ser.+4), MSPB (B+G+Mezz.+1). Total no. of expected population will be 59513 persons out of which 35306 will be of outdoor stadium, 7686 is of indoor stadium, 8792 nos. will be commercial block and 7729 nos will be club members. Total seating capacity of stadiums will be 32961. Max. building height will be 43.05 m.
- Water Details:
During Construction Phase: Total water requirement will be 30 KLD out of which 14 KLD of water will be for domestic & flushing purposes and 8 KLD for Anti-smog guns which will be met through tankers. Remaining 8 KLD treated water will be required for construction purposes which will be sourced from DJB STP. Total wastewater generated will be 12 KLD which will be treated into mobile STP.
During Operational Phase: Total water requirement of the project will be 1559 KLD which will be met by 518 KLD of fresh water from DJB and 740 KLD treated water from in house STP & 301 KLD from outsourced STP. Total waste water generated from the project will be 822 KLD which will be treated 3 in house STP's capacity 1010 KLD, 190 KLD, 380 KLD each. Treated water from STP will be 740 KLD which will be recycled and reused for flushing (479 KLD), Horticulture (223 KLD), Cooling (38 KLD). Additional 301 KLD treated water from DJB STP will also be used for Cooling.
2 no. of rain water collection tanks of 400 KLD capacity each will be provided.
- Solid Waste Details:
During Construction Phase, about 45 Kg/day of municipal solid waste will be generated which will be sent to Solid Waste site.
During the Operation Phase, Total solid waste generated will be 8481 Kg/day .Out of which bio-degradable waste will be 3807 kg/day which will be treated in OWC within the premises and Non-biodegradable waste will be 4674 kg/day including 3826 kg/day of recyclable waste & 848 kg/day of plastic waste which will be given to authorized recyclers. E-waste generation will be about 5 kg/month which will be given to authorized vendors.
- Power Details
During Operation Phase, Total power requirement will be 14796.25 KW which will be met by BSES Rajdhani Power Limited. For power back up, 16 no. of GG sets of total capacity 5510 KVA (5 x 2250 kVA, 2 x 1500 kVA, 2 x 750, 7 x 1010 kVA) will be installed
5% of the total power requirement will be met through renewable energy.
- Parking Facility Details: Total proposed parking is 2211 ECS. EV charging will be provided for the 20 % of the parked electric vehicles i.e. 442 ECS.
- Eco-Sensitive Areas Details: There is no wildlife sanctuary within 10 km radius of the project.
- Plantation Details: The proposed green area is 62,997.77 (30.9 % of net plot area) out of which softscape area will be 32,350.90 (15.9 % of net plot area) and hardscape Areas will be 30,647.00 (15.0 % of net plot area) , At present, 2191 no. of trees are present at the site out of which 1953 no. of kikar trees & 12 no. of subabool trees which are invasive species which will be removed, 158 no. of trees will be transplanted & 68 no. of trees will be

retained at the site. No. of trees proposed at the site are 2600 nos.
10. Cost Details: Total cost of the project is approx.. Rs.530 crores.

3.1.3. Deliberations by the committee in previous meetings

N/A

3.1.4. Deliberations by the SEAC in current meetings

The TOR was issued to the project proponent by SEIAA, Delhi vide letter no. DPCC/SEIAA-IV/C-464(ToR)/DL/2023/1822-1825 dated 03.01.2024. Accordingly the PP has submitted the EIA report. B. After due deliberations, the SEAC in its 141 st meeting held on 07.03.2024 has recommended the proposal to SEIAA for grant of EC with following specific & general conditions.

1. The PP shall ensure that treated water meeting 'A' classification of CPCB shall be used for the stadium ground in place of fresh water.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

14

2. CPHEEO Manual should be followed.

3. The PP should explore that 1010 KLD STP waste water from Indoor and Outdoor stadium is treated into DDA's STP nearby. For other STP's design is to be vetted through Central Govt. University.

4. Treated water of DJB STP should be used for construction purposes with tertiary treatment of treated water of DJB STP to ensure it is fit for construction use.

5. Bills/Receipt issued by DJB against purchase of treated water from STP should be part of six monthly EC compliance report. Bills issued by private agency for supply water will not be sufficient.

6. Sewage shall be treated in the STP with tertiary treatment. The treated effluent from STP shall be recycled/ reused for flushing, gardening, cooling etc.

7. The PP shall provide toxic gas (Combustible gas, Carbon dioxide and Hydrogen sulphide, Methane, VOCs, Ammonia) detectors for STP area.

8. Internet of Things (IoT) based Flow Meters/ Sensors should be installed to monitor consumption of fresh water as well as treated water and log book for these flow meters be maintained in a regular manner. Flow meters shall be installed at Inlet of STP, outlet of STP, inlet of flushing tanks, inlet of cooling water tanks and reuse line for horticulture purposes and at the outfall/ sewer connection to be provided only for emergency discharge purposes with prior intimation to regulatory authority. Calibration for all the Flow meters shall be maintained on quarterly basis.

9. All sensor/meters based equipments should be calibrated on quarterly basis.

10. The project proponent shall adhere to the total water requirement – 1559 KLD, Fresh water requirement – 518 KLD, Treated water requirement –1041 KLD (740 KLD from inhouse STP & 301 KLD from outsourced STP) shall be used for reuse & recycling in Flushing (479 KLD), Cooling (339 KLD), Horticulture (223 KLD)).

11. As proposed, fresh water requirement shall not exceed 518 KLD. Occupancy Certificate shall be issued only after getting necessary permission for required water supply from DDA/DJB/ concerned Authority.

12. During construction phase, only drinking water required by the labourers and the other fresh water requirement for Anti-Smog Gun is allowed to be supplied through tankers.

13. 5% of total power load from solar is very less, atleast 7.5 % of the total power load to be sourced from Solar (Renewable) energy.

14. Rain water storage tank of capacity of min. 1 day of total fresh water requirement shall be provided. Boring for Rain Water Harvesting system should not be permitted/ done before completion of structure work. All recharge should be limited to shallow aquifer. Depth of boring should leave a buffer of atleast 5 m above ground water table.

15. Sensors to measure ground water level/Piezometers certified by CGWB should be

installed by the PP immediately. These piezometers should have IoT facility and send data to the server for storage. Weekly data from these piezometers should be submitted along with EC compliance report. Calibration of these sensors should be done once in 6 months. Data of these piezometers should be also be

- a) Highlighted on PP website with monthly updation.
- b) Shared with DJB (ground water division) on quarterly basis.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

15

16. PP to provide minimum 30% of total car parking requirement with electric charging facility by providing charging points at suitable places as committed. PP to ensure that this should be provided in AC/DC combination. In addition, provision should be made to allow extension of electric charging facility to all parking slots in the future.

17. Electric vehicles should be operated & operation of shuttles will also be mandatory.

18. Minimum 1 tree for every 80 Sq. Mt of plot area should be planted within the project site.

19. Vegetation should be adopted appropriately on the ground as well as over built structures such as roofs, basements, podiums etc.

20. Green belt development surrounding the campus, avenue tree planting and garden development should commence from the beginning of the construction phase. Only indigenous species should be used for green belt and avenue trees.

21. PP shall keep open space unpaved to the maximum extent possible so as to ensure permeability of water. However, whenever paving is deemed necessary, PP to provide grass pavers of suitable types & strength to increase the water permeable area as well as to allow effective fire tender movement and shall keep atleast 10 % of the plot area as pervious.

22. Other than the stadium area 10% green area is must out of the balanced land area.

23. 68 trees should be planted within the site and 158 to be shifted with the prior permission as per the transplantation policy 2020 & it will be ensured that maximum number of trees will be tried to transplant within the site if feasibility permits. In addition to that compensatory plantation will also be done within the premises as far as possible.

24. The generator sets shall be installed as per extant directions of CPCB/ CAQM with due compliances of directions issued under GRAP for Delhi & NCR.

25. The project proponent should adhere to the Cost of Environmental Monitoring as committed i.e. capital cost of Rs. 47 Lacs during construction phase and capital cost of Rs. 1080 Lacs and recurring cost of Rs. 78.5 Lacs/ year during operation phase.

26. The cost of Environment Management Plan should be distinctly allocated in the budget of the project and details of the same along with time frame of the implementation should be reported in six monthly monitoring reports.

27. The Environment Management Cell consisting of 1 Administrative officer, 1 Environment Officer, 1 Maintenance Incharge, 1 Air Management incharge, 1 Waste water Management incharge, 1 Waste Management incharge, 2 STP & RWH persons, 1 Collection & disposal person, 1 Fire & safety person having specific knowledge and experience related to environmental safeguards/ air/ water pollution shall be created and made functional before commissioning of the proposed development.

28. Green building norms should be followed with a minimum 4 star GRIHA/IGBC/ASSOCHAM-GEM rating.

29. Construction & Demolition waste should be disposed of at authorized C&D waste collection centre/ processing unit. PP shall ensure compliance of C&D waste Management rules, 2016.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

16

30. PP shall purchase RMC from Ready-mix Concrete plant consented by DPCC.

31. Wind- breaker of appropriate height i.e. 1/3 rd of the building height and maximum up to 10 metres shall be provided all around the project site before the start of construction and demolition work. Regenerating plastic panels should be used instead

of GI sheets.

32. The Project Proponent should take measures for control of Dust Pollution during construction phase in the Environmental Management Plan by taking measures as per MoEF&CC Notification No. GSR 94 (E) dated 25.01.2018/Hon'ble National Green Tribunal order in O.A. No.21 of 2014 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & others and Sanjay Kulshreshtha Vs Union of India & others, CAQM/CPCB/DPCC extant statutory orders/guidelines/directions issued time to time including registration/ self-audit on Dust Pollution Control Self-Assessment Portal with provision of video fencing and sensors for monitoring PM 2.5, PM 10. Atleast 04 Anti-Smog Gun shall be installed before starting the construction.

33. The PP shall store all the construction material within the project site. Provision shall be made for providing facilities such as mobile toilets, safe drinking water, medical healthcare, crèche etc for the construction workers hired locally.

34. There will be no transportation of soil outside the site.

35. Construction activities will be allowed only during day-time period.

36. The project proponent shall implement the Traffic Management Plan.

37. The project Proponent shall ensure provision of pedestrian entry and vehicular access from the St. Mary's school side (Road no. 5), and at least two additional pedestrian entries from Sector-19B (Golf course road) side - so that Residents, children, etc. can access the Sports facility easily on foot/NMT, without adding to vehicular traffic on the main Dabri-Gurgaon Road.

38. Bus stoppage should be distanced from the gate.

39. Pedestrian entries should be available from other side also.

40. Air Pollution Mitigation Plan for all Points and non points with proper mass balance should be implemented and report should be submitted to competent authority during compliance submission.

41. PP should install the air filters in the basement consisting of advanced adsorption technologies.

42. The mitigation measures should mitigate the effect of heat island sufficient measures must be taken by the PP and periodically report should be submitted to designated authority as EIA notification to this effect with proper plan.

43. Energy audit shall be carried out periodically to review energy conservation measures.

44. Climate responsive design as per Green Building Guidelines in practice should be ensured to the maximum extent.

45. Exposed roof area and covered parking should be covered with material having high solar reflective index.

46. All the vibrating parts will be checked periodically and serviced to reduce the noise generation and sound producing equipment.

47. Lubrication will be carried out periodically for plant machinery.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

17

48. Building design should cater to the differently-abled citizens.

49. It is recommended to build the Trumpet underground extending the exit from beyond junction.

50. Project proponent shall be responsible for establishment, operation and maintenance of all common facilities and also for compliance of EC conditions during operation stage.

51. In view of MoEF&CC Office Memorandum No. 21-270/2008-IA.III dated 19.06.2013 read with MoEF&CC Office Memorandum No. 22-154/2015-IA.III dated 10.11.2015, this environmental clearance is granted focusing only on the environment concerns. The project will be regulated by the concerned local Civic Authorities under the provisions of the relevant provisions of the extant MPD-2021, Building Control Regulations and Safety Regulations.

52. The Environmental Clearance is subject to the condition that concerned local civic agencies will give the permission for use/ occupation of the building only after the written assurance of DIAL/ DJB/ New Delhi Municipal Council / other such local civic authority (as the case may be) regarding supply of adequate water for the residents/ occupiers.

53. Grant of environmental clearance does not necessarily implies that water/ power supply shall be granted to the project and that their proposals for water/ power supply shall be considered by the respective authorities on their merits and decision taking.

54. The investment made in the project, if any, based on environmental clearance so granted, in anticipation of the clearance from water/ power supply angle shall be entirely at the cost and risk of the project proponent and SEAC/SEIAA, Delhi shall not be responsible in this regard in any manner.

3.1.5. Recommendation of SEAC

Recommended

3.1.6. Details of Environment Conditions

3.1.6.1. Specific

N/A

3.1.6.2. Standard

8(b)	Townships/ Area Development Projects / Rehabilitation Centres
Air quality monitoring and preservation	
1.	Unpaved surfaces and loose soil shall be adequately sprinkled with water to suppress dust.
1.	The gaseous emissions from DG set shall be dispersed through adequate stack height as per CPCB standards. Acoustic enclosure shall be provided to the DG sets to mitigate the noise pollution. Low sulphur diesel shall be used. The location of the DG set and exhaust pipe height shall be as per the provisions of the Central Pollution Control Board (CPCB) norms.
1.	For indoor air quality the ventilation provisions as per National Building Code of India.
1.	Notification GSR 94(E) dated 25.01.2018 of MoEF&CC regarding Mandatory Implementation of Dust Mitigation Measures for Construction and Demolition Activities for projects requiring Environmental Clearance shall be complied with.
1.	A management plan shall be drawn up and implemented to contain the current exceedance in ambient air quality at the site.
1.	All construction and demolition debris shall be stored at the site (and not dumped on the roads or open spaces outside) before they are properly disposed. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Management Rules 2016.
1.	The project proponent shall install system to carryout Ambient Air Quality monitoring for common/criterion parameters relevant to the main pollutants released (e.g. PM10 and PM2.5) covering upwind and downwind directions during the construction period.
1.	Diesel power generating sets proposed as source of backup power should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use of low sulphur diesel. The location of the DG sets may be decided with in consultation with State Pollution Control Board.

1.	Construction site shall be adequately barricaded before the construction begins. Dust, smoke & other air pollution prevention measures shall be provided for the building as well as the site. These measures shall include screens for the building under construction, continuous dust/ wind breaking walls all around the site (at least 3-meter height). Plastic/tarpaulin sheet covers shall be provided for vehicles bringing in sand, cement, murrum and other construction materials prone to causing dust pollution at the site as well as taking out debris from the site.
1.	The diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to Environmental (Protection) prescribed for air and noise emission standards.
1.	Sand, murrum, loose soil, cement, stored on site shall be covered adequately so as to prevent dust pollution.
1.	Wet jet shall be provided for grinding and stone cutting.
Energy Conservation measures	
1.	Compliance with the Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency shall be ensured. Buildings in the States which have notified their own ECBC, shall comply with the State ECBC.
1.	Solar power shall be used for lighting in the apartment to reduce the power load on grid. Separate electric meter shall be installed for solar power. Solar water heating shall be provided to meet 20% of the hot water demand of the commercial and institutional building or as per the requirement of the local building bye-laws, whichever is higher. Residential buildings are also recommended to meet its hot water demand from solar water heaters, as far as possible.
1.	Solar, wind or other Renewable Energy shall be installed to meet electricity generation equivalent to 1% of the demand load or as per the state level/ local building bye-laws requirement, whichever is higher.
1.	Energy conservation measures like installation of CFLs/ LED for the lighting the area outside the building should be integral part of the project design and should be in place before project commissioning.
1.	Concept of passive solar design that minimize energy consumption in buildings by using design elements, such as building orientation, landscaping, efficient building envelope, appropriate fenestration, increased day lighting design and thermal mass etc. shall be incorporated in the building design. Wall, window, and roof u-values shall be as per ECBC specifications.
1.	Outdoor and common area lighting shall be LED.
Green Cover	
1.	Topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas, and external services. It should be stockpiled appropriately in designated areas and reapplied during plantation of the proposed vegetation on site.
1.	Where the trees need to be cut with prior permission from the concerned local Authority, compensatory plantation in the ratio of 1:10 (i.e. planting of 10 trees for every 1 tree that is cut) shall be done and maintained. Plantations to be ensured species (cut) to species (planted). Area for green belt development shall be provided as per the details provided in the project document.
1.	A minimum of 1 tree for every 80 sqm of land should be planted and maintained. The existing trees will be counted for this purpose. The landscape planning should include plantation of native species. The species with heavy foliage, broad leaves and wide canopy cover are desirable. Water intensive and/or invasive species should not be used for landscaping.
1.	No tree can be felled/transplant unless exigencies demand. Where absolutely necessary, tree felling shall be with prior permission from the concerned regulatory authority. Old trees should be retained based on girth and age regulations as may be prescribed by the Forest Department. Plantations to be ensured species (cut) to species (planted).

Human health issues	
1.	A First Aid Room shall be provided in the project both during construction and operations of the project.
1.	Occupational health surveillance of the workers shall be done on a regular basis.
1.	Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
1.	Emergency preparedness plan based on the Hazard identification and Risk Assessment (HIRA) and Disaster Management Plan shall be implemented.
1.	For indoor air quality the ventilation provisions as per National Building Code of India.
1.	All workers working at the construction site and involved in loading, unloading, carriage of construction material and construction debris or working in any area with dust pollution shall be provided with dust mask.
Miscellaneous	
1.	The project proponent shall submit six-monthly reports on the status of the compliance of the stipulated environmental conditions on the website of the ministry of Environment, Forest and Climate Change at environment clearance portal.
1.	Any appeal against this EC shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
1.	The above conditions shall be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, and the Public Liability Insurance Act, 1991 along with their amendments and Rules and any other orders passed by the Hon'ble Supreme Court of India / High Courts and any other Court of Law relating to the subject matter.
1.	The Regional Office of this Ministry shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information/monitoring reports.
1.	The Ministry reserves the right to stipulate additional conditions if found necessary. The Company in a time bound manner shall implement these conditions.
1.	The Ministry may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.
1.	Concealing factual data or submission of false/fabricated data may result in revocation of this environmental clearance and attract action under the provisions of Environment (Protection) Act, 1986.
1.	No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment, Forest and Climate Change (MoEF&CC).
1.	The project proponent shall abide by all the commitments and recommendations made in the EIA/EMP report and also that during their presentation to the Expert Appraisal Committee.
1.	The project authorities must strictly adhere to the stipulations made by the State Pollution Control Board and the State Government.
1.	The project proponent shall inform the Regional Office as well as the Ministry, the date of financial closure and

	final approval of the project by the concerned authorities, commencing the land development work and start of production operation by the project.
1.	The project proponent shall submit the environmental statement for each financial year in Form-V to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently and put on the website of the company.
1.	Action plan for implementing EMP and environmental conditions along with responsibility matrix of the company shall be prepared and shall be duly approved by competent authority. The year wise funds earmarked for environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Year wise progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six Monthly Compliance Report
1.	A separate Environmental Cell both at the project and company head quarter level, with qualified personnel shall be set up under the control of senior Executive, who will directly report to the head of the organization.
1.	The company shall have a well laid down environmental policy duly approved by the Board of Directors. The environmental policy should prescribe for standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental/forest/wildlife norms/conditions. The company shall have defined system of reporting infringements/deviation/violation of the environmental/forest/wildlife norms/conditions and/or shareholders/stake holders. The copy of the board resolution in this regard shall be submitted to the MoEF&CC as a part of six-monthly report.
1.	The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and update the same on half-yearly basis.
1.	ii. environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.
1.	The project proponent shall prominently advertise it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days indicating that the project has been accorded environment clearance and the details of MoEFCC/SEIAA website where it is displayed.
Noise monitoring and prevention	
1.	Acoustic enclosures for DG sets, noise barriers for ground-run bays, ear plugs for operating personnel shall be implemented as mitigation measures for noise impact due to ground sources.
1.	Noise level survey shall be carried as per the prescribed guidelines and report in this regard shall be submitted to Regional Officer of the Ministry as a part of six-monthly compliance report.
1.	Ambient noise levels shall conform to residential area/commercial area/industrial area/silence zone both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase. Adequate measures shall be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB / SPCB.
Specific Conditions	
1.	The project proponent shall develop R& D facilities to develop their own technologies for propylene and polypropylene processing.
Statutory compliance	
1.	The project proponent shall obtain all necessary clearance/ permission from all relevant agencies including town planning authority before commencement of work. All the construction shall be done in accordance with the local

	building byelaws.
1.	The approval of the Competent Authority shall be obtained for structural safety of buildings due to earthquakes, adequacy of firefighting equipment etc. as per National Building Code including protection measures from lightning etc.
1.	The project proponent shall obtain forest clearance under the provisions of Forest (Conservation) Act, 1980, in case of the diversion of forest land for non-forest purpose involved in the project.
1.	The project proponent shall obtain clearance from the National Board for Wildlife, if applicable.
1.	The project proponent shall obtain Consent to Establish / Operate under the provisions of Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 from the concerned State Pollution Control Board/ Committee.
1.	The project proponent shall obtain the necessary permission for drawl of ground water / surface water required for the project from the competent authority.
1.	A certificate of adequacy of available power from the agency supplying power to the project along with the load allowed for the project should be obtained.
1.	All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department shall be obtained, as applicable, by project proponents from the respective competent authorities.
1.	The provisions of the Solid Waste Management Rules, 2016, e-Waste (Management) Rules, 2016, and the Plastics Waste Management Rules, 2016, shall be followed.
1.	The project proponent shall follow the ECBC/ECBC-R prescribed by Bureau of Energy Efficiency, Ministry of Power strictly.
Transport	
1.	Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards be operated only during non-peak hours.
1.	A comprehensive mobility plan, as per MoUD best practices guidelines (URDPFI), shall be prepared to include motorized, non-motorized, public, and private networks. Road should be designed with due consideration for environment, and safety of users. The road system can be designed with these basic criteria. a. Hierarchy of roads with proper segregation of vehicular and pedestrian traffic. b. Traffic calming measures. c. Proper design of entry and exit points. d. Parking norms as per local regulation.
Waste Management	
1.	Separate wet and dry bins must be provided in each unit and at the ground level for facilitating segregation of waste. Solid waste shall be segregated into wet garbage and inert materials.
1.	Disposal of muck during construction phase shall not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
1.	A certificate from the competent authority handling municipal solid wastes, indicating the existing civic capacities of handling and their adequacy to cater to the M.S.W. generated from project shall be obtained.
1.	Any wastes from construction and demolition activities related thereto shall be managed so as to strictly conform to the Construction and Demolition Waste Management Rules, 2016.

1.	Fly ash should be used as building material in the construction as per the provision of Fly Ash Notification of September, 1999 and amended as on 27th August, 2003 and 25th January, 2016. Ready mixed concrete must be used in building construction.
1.	Use of environment friendly materials in bricks, blocks and other construction materials, shall be required for at least 20% of the construction material quantity. These include Fly Ash bricks, hollow bricks, AACs, Fly Ash Lime Gypsum blocks, Compressed earth blocks, and other environment friendly materials.
1.	Any hazardous waste generated during construction phase, shall be disposed off as per applicable rules and norms with necessary approvals of the State Pollution Control Board.
1.	All non-biodegradable waste shall be handed over to authorized recyclers for which a written tie up must be done with the authorized recyclers.
1.	Used CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/ rules of the regulatory authority to avoid mercury contamination.
1.	Organic waste compost/Vermiculture pit/Organic Waste Converter within the premises with a minimum capacity of 0.3 kg /person/day must be installed.
Water quality monitoring and preservation	
1.	Separation of grey and black water should be done by the use of dual plumbing system. In case of single stack system separate recirculation lines for flushing by giving dual plumbing system be done.
1.	Use of water saving devices/fixtures (viz. low flow flushing systems; use of low flow faucets tap aerators etc) for water conservation shall be incorporated in the building plan.
1.	Installation of dual pipe plumbing for supplying fresh water for drinking, cooking and bathing etc and other for supply of recycled water for flushing, landscape irrigation, car washing, thermal cooling, conditioning etc. shall be done.
1.	At least 20% of the open spaces as required by the local building bye-laws shall be pervious. Use of Grass pavers, paver blocks with at least 50% opening, landscape etc. would be considered as pervious surface.
1.	A certificate shall be obtained from the local body supplying water, specifying the total annual water availability with the local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the balance water available. This should be specified separately for ground water and surface water sources, ensuring that there is no impact on other users.
1.	The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
1.	Total fresh water use shall not exceed the proposed requirement as provided in the project details.
1.	Buildings shall be designed to follow the natural topography as much as possible. Minimum cutting and filling should be done.
1.	The natural drain system should be maintained for ensuring unrestricted flow of water. No construction shall be allowed to obstruct the natural drainage through the site, on wetland and water bodies. Check dams, bio-swales, landscape, and other sustainable urban drainage systems (SUDS) are allowed for maintaining the drainage pattern and to harvest rain water.
1.	Sludge from the onsite sewage treatment, including septic tanks, shall be collected, conveyed and disposed as per the Ministry of Urban Development, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewerage and Sewage Treatment Systems, 2013.

1.	Periodical monitoring of water quality of treated sewage shall be conducted. Necessary measures should be made to mitigate the odour problem from STP.
1.	Onsite sewage treatment of capacity of treating 100% waste water to be installed. The installation of the Sewage Treatment Plant (STP) shall be certified by an independent expert and a report in this regard shall be submitted to the Ministry before the project is commissioned for operation. Treated waste water shall be reused on site for landscape, flushing, cooling tower, and other end-uses. Excess treated water shall be discharged as per statutory norms notified by Ministry of Environment, Forest and Climate Change. Natural treatment systems shall be promoted.
1.	No sewage or untreated effluent water would be discharged through storm water drains.
1.	Sewage shall be treated in the STP with tertiary treatment. The treated effluent from STP shall be recycled/re-used for flushing, AC make up water and gardening. As proposed, no treated water shall be disposed in to municipal drain.
1.	Any ground water dewatering should be properly managed and shall conform to the approvals and the guidelines of the CGWA in the matter. Formal approval shall be taken from the CGWA for any ground water abstraction or dewatering.
1.	No ground water shall be used during construction phase of the project.
1.	All recharge should be limited to shallow aquifer.
1.	A rain water harvesting plan needs to be designed where the recharge bores of minimum one recharge bore per 5,000 square meters of built up area and storage capacity of minimum one day of total fresh water requirement shall be provided. In areas where ground water recharge is not feasible, the rain water should be harvested and stored for reuse. The ground water shall not be withdrawn without approval from the Competent Authority.
1.	The local bye-law provisions on rain water harvesting should be followed. If local bye-law provision is not available, adequate provision for storage and recharge should be followed as per the Ministry of Urban Development Model Building Byelaws, 2016. Rain water harvesting recharge pits/storage tanks shall be provided for ground water recharging as per the CGWB norms.
1.	Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
null	
1.	A detailed traffic management and traffic decongestion plan shall be drawn up to ensure that the current level of service of the roads within a 05 kms radius of the project is maintained and improved upon after the implementation of the project. This plan should be based on cumulative impact of all development and increased habitation being carried out or proposed to be carried out by the project or other agencies in this 05 Kms radius of the site in different scenarios of space and time and the traffic management plan shall be duly validated and certified by the State Urban Development department and the P.W.D./ competent authority for road augmentation and shall also have their consent to the implementation of components of the plan which involve the participation of these departments.

3.2. Agenda Item No 2:

3.2.1. Details of the proposal

Multi-Speciality Hospital Project at Hamdard Nagar, Near Tughlakabad, District- South Delhi, Delhi by Jamia Hamdard. by JAMIA HAMDARD located at SOUTH,DELHI	
Proposal For	Fresh EC

Proposal No	File No	Submission Date	Activity (Schedule Item)
SIA/DL/INFRA2/450287/2023	DPCC/SEIAA-IV/P2/C-471/DL/2024	09/02/2024	Building / Construction (8(a))

3.2.2. Project Salient Features

The Proposal is for grant of EC for Construction of Multi-Speciality Hospital Project having total built-up area of 38,646.8 sqm at Hamdard Nagar, Near Tughlakabad, District- South Delhi, Delhi by Jamia Hamdard University.

3.2.3. Deliberations by the committee in previous meetings

N/A

3.2.4. Deliberations by the SEAC in current meetings

The project proponent forwarded a letter dated 06.03.2024 stating that they wish to withdraw their proposal due to change in the project scheme and made request to withdraw the proposal no. SIA/DL/INFRA2/450287/2023. In view of request made by the project proponent, SEAC allowed the withdrawal of the proposal.

3.2.5. Recommendation of SEAC

Returned in present form

3.3. Agenda Item No 3:

3.3.1. Details of the proposal

Proposed Jessa Ram Hospital, Karol Bagh, New Delhi by R B SETH JESSA RAM & BROS CHARITABLE HOSPITAL TRUST located at CENTRAL, DELHI			
Proposal For		Fresh EC	
Proposal No	File No	Submission Date	Activity (Schedule Item)
SIA/DL/INFRA2/464396/2024	DPCC/SEIAA-IV/P2/C-475/DL/2024	01/03/2024	Building / Construction (8(a))

3.3.2. Project Salient Features

- The Proposal is for grant of EC for Proposed Jessa Ram Hospital, Karol Bagh, New Delhi having total built-up area of 27380 sqm with 165 beds by M/s R B Seth Jessa Ram & Bros Charitable Hospital Trust.
- The Project is located at Latitude: 28°38'42.77"N; Longitude: 77°11'27.10"E.
- Area Details:
The total plot area of the project is 4640 sqm. The proposed total built-up area is 27380 sqm. Proposed FAR Area is 10221 sqm. Proposed Non-FAR area is 17159 sqm. Proposed ground coverage is 1646 sqm. Total no. of expected population will be 1870 persons.

Total nos. of Beds will be 165. Max No. of Floor of the tower is 3B+LG+9. Max. Building height will be 39.9 m.

4. Water Details:

During Construction Phase: Total water requirement will be approx. 33 sqm.

Freshwater requirement will be 5.10 KLD for drinking purpose and 9.6 KLD for anti-smog gun which will be met from municipal water supply. Treated water from STP will be 3.24 KLD for toilet flushing at site and 15 KLD for construction work. Quantity of sewage generated will be 1.86 KLD.

Water requirement will be met through treated tanker water supply.

During Operational Phase: Total water requirement of the project will be 293 KLD which will be met by 112 KLD of fresh water from DJB and 117 KLD treated water from in-house STP & ETP and additional 64 KLD from outsourced STP. Total waste water generated from the project will be 130 KLD out of which 104 KLD will be treated in STP of 140 KLD capacity and 26 KLD will be treated in ETP of 35 KLD capacity. Treated water from STP & ETP will be 117 KLD and additional 64 KLD treated water will be

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

33

sourced from outsourced STP (117 + 64 = 181 KLD) which will be recycled and reused for flushing (37 KLD), Gardening (1 KLD), Air Conditioning (136 KLD), DG Cooling (7 KLD).

2 RWH pits have been proposed for rainwater harvesting.

5. Solid Waste Details:

During Construction Phase, mainly C&D waste will be generated which will be recycled to the maximum extent possible and excess construction debris will be disposed at designated places in tune with the local norms. Municipal solid waste generation will be about 23.40 Kg/day which will be disposed at designated dumping site through authorized vendors.

During the Operation Phase, Total solid waste generated from project will be 800 Kg/day. Out of which 210 Kg/day will be biodegradable waste and 248 Kg/day will be Non-biodegradable waste. Bio-Medical Waste will generation will be 342 Kg/day which will be handed to authorized vendors for its disposal. Hazardous waste generation will be 1410 LPD will be disposed through authorized recyclers as per norms.

6. Power Details

During Operation Phase, Total power requirement will be 1349 KW which will be met by BSES. For power back up, 2 no. of DG sets of total capacity total capacity 2510 kVA (1 X 1500 +1 X 1010 kVA) will be provided.

Solar photovoltaic power panels of 50 KWp will be installed.

7. Parking Facility Details: Total proposed parking is 162 ECS (Surface parking: 21 ECS + Basement Parking: 121 ECS).

8. Eco-Sensitive Areas Details: Distance of Okhla Wildlife Sanctuary from project site is 12.14 Km and from Asola Wildlife Sanctuary is 15.35 Km.

9. Plantation Details: The proposed green area is 884 sqm (19.05 % of plot area). Total 52 trees present at project site out of which 10 nos. of trees will be cut/ transplanted with prior permission of forest department. Total no. of proposed trees will be 96 nos.

10. Cost Details: Total cost of the project is approx. Rs 95.83 Crores.

3.3.3. Deliberations by the committee in previous meetings

N/A

3.3.4. Deliberations by the SEAC in current meetings

B. After due deliberations, the SEAC in its 141 st meeting held on 07.03.2024 recommended as follows:

Based on the information furnished, documents shown & submitted, presentation made by the project proponent SEAC sought the following information:

1. Percolation test report should be submitted.
2. Hospitals have applied for 27,380 sqm of total built up area.

3. Water table is below 30 mtrs.
4. The PP should explore the possibility of putting pre observation or advanced observation placed before ETP & STP.
5. Pre-treatment unit to disinfect the waste water generated from hospitals to be put up before STP.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

34

6. Provisions to handle toxic chemical in the STP should be provided.
7. Transplantation of trees will be within the site along with latitude & longitude with the consent of the full land owner.
8. Traffic management plan / study to be presented .

3.3.5. Recommendation of SEAC

Deferred for ADS

3.4. Agenda Item No 4:

3.4.1. Details of the proposal

PROPOSED GROUP HOUSING, PROJECT AT PLOT NO. PKT-02(B) POCKET-2/ BLOCK-B SECTOR - 32, ROHINI, DELHI by AMBITION HOMES PRIVATE LIMITED located at NORTH WEST, DELHI			
Proposal For		Fresh EC	
Proposal No	File No	Submission Date	Activity (Schedule Item)
SIA/DL/INFRA2/460533/2024	DPCC/SEIAA-IV/P2/C-474/DL/2024	02/03/2024	Building / Construction (8(a))

3.4.2. Project Salient Features

1. The Proposal is for grant of EC for Proposed Group Housing, Project at Plot No. PKT-02(b) Pocket-2/ Block-B Sector -32, Rohini, Delhi by M/s Ambition Homes Private Limited.
2. The Project is located at Latitude: 28°44'16.78"N; Longitude: 77°04'24.25"E.
3. Area Details:
The total plot area of the project is 7530 sqm. The proposed total built-up area is 48538.07 sqm. Proposed FAR Area is 17752.52 sqm. Proposed NoN FAR Area is 30785.55 sqm. Proposed ground coverage is 1151.82 sqm. Total no. of expected population will be 1242 persons. Total nos. of units will be 169 (DU's: 112, EWS DU's: 57). Total no. of towers will be 4 nos (2B+G+29, 2B+G+29, 2B+G+29, 2B+G+29). Max. building height will be 110.5 m.
4. Water Details:
During Construction Phase: Total water requirement will be 20.3 KLD. Freshwater requirement will be 6 KLD for drinking purpose and 4.8 KLD for anti-smog gun which will be met from municipal water supply. Treated water requirement from STP will be 3.5 KLD for toilet flushing at site and 6 KLD for construction work. Quantity of sewage generated will be 13.62 KLD.
During Operational Phase: Total water requirement of the project will be 112 KLD which will be met by 69 KLD of fresh water from DJB and 43 KLD treated water from in house STP. Total waste water generated from the project will be 80 KLD which will be

treated in house STP of 100 KLD capacity. Treated water from STP will be 77 KLD out of which 43 KLD treated water will be recycled and reused for flushing (25 KLD), Horticulture (7 KLD), DG cooling (11 KLD). Rest of the treated water i.e. 34 KLD will be used for green area of nearby sector parks.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

26

260 KL capacity tank have been proposed for rainwater harvesting.

5. Solid Waste Details:

During Construction Phase, about 37.5 Kg/day of municipal solid waste will be generated.

During the Operation Phase, Total solid waste generated from project will be 530 Kg/day. Out of which 210 Kg/day will be Biodegradable waste and 320 Kg/day will be Non-Biodegradable waste. The biodegradable wastes will be composted in an onsite OWC and the manure will be used for landscaping. The non-biodegradable will be disposed through authorized vendors.

6. Power Details

During Operation Phase, Total power requirement will be 1438 kVA which will be met by TPDDL. For power back up, 3 no. of GG sets of total capacity 1820 KVA (2x750 KVA + 1x320 kVA) will be installed.

Solar photovoltaic power panels of minimum 72 kWp (5 % of total power load) will be provided.

7. Parking Facility Details: Total proposed parking is 279 ECS (Surface & Stilt: 18 ECS; Basement 1: 134 ECS, Basement 2: 127 ECS). EV charging will be provided for the 30 % of the parked electric vehicles i.e. 84 nos.

8. Eco-Sensitive Areas Details: Distance of Okhla Wildlife Sanctuary from project site is 28.8 km SE and from Asola Wildlife Sanctuary is 29.29 km, SE.

9. Plantation Details: The proposed green area is 2289.94 sqm out of which pervious green area is 1433.78 sqm and non-pervious area will be 856.16 sqm. Total no. of proposed trees is 95 nos. within project site. Currently, there are no trees present within the site.

10. Cost Details: Total cost of the project is approx. Rs 104.15 Crores.

3.4.3. Deliberations by the committee in previous meetings

N/A

3.4.4. Deliberations by the SEAC in current meetings

After due deliberations, the SEAC in its 141 st meeting held on 07.03.2024 recommended as follows:

Based on the information furnished, documents shown & submitted, presentation made by the project proponent and recommended the case to SEIAA for grant of Environmental clearance imposing the following specific conditions:

1. Treated water of DJB STP should be used for construction purposes with tertiary treatment of treated water of DJB STP to ensure it is fit for construction use.
2. Bills/Receipt issued by DJB against purchase of treated water from STP should be part of six monthly EC compliance report. Bills issued by private agency for supply water will not be sufficient.
3. Sewage shall be treated in the STP with tertiary treatment. The treated effluent from STP shall be recycled/ reused for flushing, gardening, cooling etc.
4. The PP shall provide toxic gas (Combustible gas, Carbon dioxide and Hydrogen sulphide, Methane, VOCs, Ammonia) detectors for STP area.
5. Internet of Things (IoT) based Flow Meters/ Sensors should be installed to monitor consumption of fresh water as well as treated water and log book for these flow meters be maintained in a regular manner. Flow meters shall be installed at Inlet of STP, outlet of STP, inlet of flushing tanks, inlet of cooling water tanks and reuse line for

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

27

horticulture purposes and at the outfall/ sewer connection to be provided only for emergency discharge purposes with prior intimation to regulatory authority. Calibration for all the Flow meters shall be maintained on quarterly basis.

6. All sensor/meters based equipments should be calibrated on quarterly basis.

7. The project proponent shall adhere to the total water requirement – 112 KLD, Fresh water requirement – 69 KLD, Treated water requirement –43 KLD shall be used for reuse & recycling in Flushing (25 KLD), DG Cooling (11 KLD), Horticulture (7 KLD). Excess treated water of STP i.e. 34 KLD should be discharged only to the nearby parks/ water bodies with the permission of the competent authority.

8. As proposed, fresh water requirement shall not exceed 69 KLD. Occupancy Certificate shall be issued only after getting necessary permission for required water supply from DDA/DJB/ concerned Authority.

9. During construction phase, only drinking water required by the labourers and the other fresh water requirement for Anti-Smog Gun is allowed to be supplied through tankers.

10. Atleast 7.5 % of the total power load to be sourced from Solar (Renewable) energy.

11. Rain water storage tank of capacity of min. 1 day of total fresh water requirement shall be provided. Boring for Rain Water Harvesting system should not be permitted/ done before completion of structure work. All recharge should be limited to shallow aquifer. Depth of boring should leave a buffer of atleast 5 m above ground water table.

12. Sensors to measure ground water level/Piezometers certified by CGWB should be installed by the PP immediately. These piezometers should have IoT facility and send data to the server for storage. Weekly data from these piezometers should be submitted along with EC compliance report. Calibration of these sensors should be done once in 6 months. Data of these piezometers should be also be

a) Highlighted on PP website with monthly updation.

b) Shared with DJB (ground water division) on quarterly basis.

13. PP to provide minimum 30% of total car parking requirement with electric charging facility by providing charging points at suitable places as committed. PP to ensure that this should be provided in AC/DC combination. In addition, provision should be made to allow extension of electric charging facility to all parking slots in the future.

14. Minimum 1 tree for every 80 Sq. Mt of plot area should be planted within the project site.

15. Vegetation should be adopted appropriately on the ground as well as over built structures such as roofs, basements, podiums etc.

16. Green belt development surrounding the campus, avenue tree planting and garden development should commence from the beginning of the construction phase. Only indigenous species should be used for green belt and avenue trees.

17. PP shall keep open space unpaved to the maximum extent possible so as to ensure permeability of water. However, whenever paving is deemed necessary, PP to provide grass pavers of suitable types & strength to increase the water permeable area as well as to allow effective fire tender movement and shall keep atleast 10 % of the plot area as pervious.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

28

18. The generator sets shall be installed as per extant directions of CPCB/ CAQM with due compliances of directions issued under GRAP for Delhi & NCR.

19. The project proponent should adhere to the Cost of Environmental Monitoring as committed i.e. capital cost of Rs. 53.75 Lacs and recurring cost of Rs. 12.31 Lac/yr during construction phase and capital cost of Rs. 331.27 Lacs and recurring cost of Rs. 80.03 Lacs/ year during operation phase.

20. The cost of Environment Management Plan should be distinctly allocated in the budget of the project and details of the same along with time frame of the implementation should be reported in six monthly monitoring reports.

21. The Environment Management Cell under Director consisting of Senior Environmental expert and Junior Environmental expert shall be created and made functional before

commissioning of the proposed development.

22. Green building norms should be followed with a minimum 4 star GRIHA/IGBC/ASSOCHAM-GEM rating.

23. Construction & Demolition waste should be disposed of at authorized C&D waste collection centre/ processing unit. PP shall ensure compliance of C&D waste Management rules, 2016.

24. PP shall purchase RMC from Ready-mix Concrete plant consented by DPCC.

25. Wind- breaker of appropriate height i.e. 1/3 rd of the building height and maximum up to 10 metres shall be provided all around the project site before the start of construction and demolition work. Regenerating plastic panels should be used instead of GI sheets.

26. The Project Proponent should take measures for control of Dust Pollution during construction phase in the Environmental Management Plan by taking measures as per MoEF&CC Notification No. GSR 94 (E) dated 25.01.2018/Hon'ble National Green Tribunal order in O.A. No.21 of 2014 and O.A. No. 95 of 2014 in the matter of Vardhannan Kaushik Vs. Union of India & others and Sanjay Kulshreshtha Vs Union of India & others, CAQM/CPCB/DPCC extant statutory orders/guidelines/directions issued time to time including registration/ self-audit on Dust Pollution Control Self-Assessment Portal with provision of video fencing and sensors for monitoring PM 2.5, PM 10. Atleast 04 Anti-Smog Gun shall be installed before starting the construction.

27. The PP shall store all the construction material within the project site. Provision shall be made for providing facilities such as mobile toilets, safe drinking water, medical healthcare, crèche etc for the construction workers hired locally.

28. There will be no transportation of soil outside the site.

29. Construction activities will be allowed only during day-time period.

30. The project proponent shall implement the Traffic Management Plan.

31. PP should install the air filters in the basement consisting of advanced adsorption technologies.

32. Energy audit shall be carried out periodically to review energy conservation measures.

33. Climate responsive design as per Green Building Guidelines in practice should be ensured to the maximum extent.

34. Heat Mitigation building level should be used to mitigate the heat island effect and ambient temperature should not be effected due to the development.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

29

35. Exposed roof area and covered parking should be covered with material having high solar reflective index.

36. All the vibrating parts will be checked periodically and serviced to reduce the noise generation and sound producing equipment.

37. Lubrication will be carried out periodically for plant machinery.

38. Building design should cater to the differently-abled citizens.

39. Project proponent shall be responsible for establishment, operation and maintenance of all common facilities and also for compliance of EC conditions during operation stage.

40. In view of MoEF&CC Office Memorandum No. 21-270/2008-IA.III dated 19.06.2013 read with MoEF&CC Office Memorandum No. 22-154/2015-IA.III dated 10.11.2015, this environmental clearance is granted focusing only on the environment concerns. The project will be regulated by the concerned local Civic Authorities under the provisions of the relevant provisions of the extant MPD-2021, Building Control Regulations and Safety Regulations.

41. The Environmental Clearance is subject to the condition that concerned local civic agencies will give the permission for use/ occupation of the building only after the written assurance of DIAL/ DJB/ New Delhi Municipal Council / other such local civic authority (as the case may be) regarding supply of adequate water for the residents/ occupiers.

42. Grant of environmental clearance does not necessarily implies that water/ power supply shall be granted to the project and that their proposals for water/ power supply shall be considered by the respective authorities on their merits and decision taking.

43. The investment made in the project, if any, based on environmental clearance so granted, in anticipation of the clearance from water/ power supply angle shall be entirely at the cost and risk of the project proponent and SEAC/SEIAA, Delhi shall not be responsible in this regard in any manner.

3.4.5. Recommendation of SEAC

Recommended

3.4.6. Details of Environment Conditions**3.4.6.1. Specific**

N/A

3.4.6.2. Standard

8(a)	Building / Construction
Air quality monitoring and preservation	
1.	Unpaved surfaces and loose soil shall be adequately sprinkled with water to suppress dust.
1.	The gaseous emissions from DG set shall be dispersed through adequate stack height as per CPCB standards. Acoustic enclosure shall be provided to the DG sets to mitigate the noise pollution. Low sulphur diesel shall be used. The location of the DG set and exhaust pipe height shall be as per the provisions of the Central Pollution Control Board (CPCB) norms.
1.	For indoor air quality the ventilation provisions as per National Building Code of India.
1.	Notification GSR 94(E) dated 25.01.2018 of MoEF&CC regarding Mandatory Implementation of Dust Mitigation Measures for Construction and Demolition Activities for projects requiring Environmental Clearance shall be complied with.
1.	A management plan shall be drawn up and implemented to contain the current exceedance in ambient air quality at the site.
1.	All construction and demolition debris shall be stored at the site (and not dumped on the roads or open spaces outside) before they are properly disposed. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Management Rules 2016.
1.	The project proponent shall install system to carryout Ambient Air Quality monitoring for common/criterion parameters relevant to the main pollutants released (e.g. PM10 and PM2.5) covering upwind and downwind directions during the construction period.
1.	Diesel power generating sets proposed as source of backup power should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use of low sulphur diesel. The location of the DG sets may be decided with in consultation with State Pollution Control Board.
1.	Construction site shall be adequately barricaded before the construction begins. Dust, smoke & other air pollution prevention measures shall be provided for the building as well as the site. These measures shall include screens for the building under construction, continuous dust/ wind breaking walls all around the site (at least 3-meter height). Plastic/tarpaulin sheet covers shall be provided for vehicles bringing in sand, cement, murrum and other construction materials prone to causing dust pollution at the site as well as taking out debris from the site.
1.	The diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to Environmental (Protection) prescribed for air and noise emission standards.

1.	Sand, murrum, loose soil, cement, stored on site shall be covered adequately so as to prevent dust pollution.
1.	Wet jet shall be provided for grinding and stone cutting.
Energy Conservation measures	
1.	Compliance with the Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency shall be ensured. Buildings in the States which have notified their own ECBC, shall comply with the State ECBC.
1.	Solar power shall be used for lighting in the apartment to reduce the power load on grid. Separate electric meter shall be installed for solar power. Solar water heating shall be provided to meet 20% of the hot water demand of the commercial and institutional building or as per the requirement of the local building bye-laws, whichever is higher. Residential buildings are also recommended to meet its hot water demand from solar water heaters, as far as possible.
1.	Solar, wind or other Renewable Energy shall be installed to meet electricity generation equivalent to 1% of the demand load or as per the state level/ local building bye-laws requirement, whichever is higher.
1.	Energy conservation measures like installation of CFLs/ LED for the lighting the area outside the building should be integral part of the project design and should be in place before project commissioning.
1.	Concept of passive solar design that minimize energy consumption in buildings by using design elements, such as building orientation, landscaping, efficient building envelope, appropriate fenestration, increased day lighting design and thermal mass etc. shall be incorporated in the building design. Wall, window, and roof u-values shall be as per ECBC specifications.
1.	Outdoor and common area lighting shall be LED.
Green Cover	
1.	Topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas, and external services. It should be stockpiled appropriately in designated areas and reapplied during plantation of the proposed vegetation on site.
1.	Where the trees need to be cut with prior permission from the concerned local Authority, compensatory plantation in the ratio of 1:10 (i.e. planting of 10 trees for every 1 tree that is cut) shall be done and maintained. Plantations to be ensured species (cut) to species (planted). Area for green belt development shall be provided as per the details provided in the project document.
1.	A minimum of 1 tree for every 80 sqm of land should be planted and maintained. The existing trees will be counted for this purpose. The landscape planning should include plantation of native species. The species with heavy foliage, broad leaves and wide canopy cover are desirable. Water intensive and/or invasive species should not be used for landscaping.
1.	No tree can be felled/transplant unless exigencies demand. Where absolutely necessary, tree felling shall be with prior permission from the concerned regulatory authority. Old trees should be retained based on girth and age regulations as may be prescribed by the Forest Department. Plantations to be ensured species (cut) to species (planted).
Human health issues	
1.	A First Aid Room shall be provided in the project both during construction and operations of the project.
1.	Occupational health surveillance of the workers shall be done on a regular basis.
1.	Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc.

	The housing may be in the form of temporary structures to be removed after the completion of the project.
1.	Emergency preparedness plan based on the Hazard identification and Risk Assessment (HIRA) and Disaster Management Plan shall be implemented.
1.	For indoor air quality the ventilation provisions as per National Building Code of India.
1.	All workers working at the construction site and involved in loading, unloading, carriage of construction material and construction debris or working in any area with dust pollution shall be provided with dust mask.
Miscellaneous	
1.	The project proponent shall submit six-monthly reports on the status of the compliance of the stipulated environmental conditions on the website of the ministry of Environment, Forest and Climate Change at environment clearance portal.
1.	Any appeal against this EC shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
1.	The above conditions shall be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, and the Public Liability Insurance Act, 1991 along with their amendments and Rules and any other orders passed by the Hon'ble Supreme Court of India / High Courts and any other Court of Law relating to the subject matter.
1.	The Regional Office of this Ministry shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information/monitoring reports.
1.	The Ministry reserves the right to stipulate additional conditions if found necessary. The Company in a time bound manner shall implement these conditions.
1.	The Ministry may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.
1.	Concealing factual data or submission of false/fabricated data may result in revocation of this environmental clearance and attract action under the provisions of Environment (Protection) Act, 1986.
1.	No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment, Forest and Climate Change (MoEF&CC).
1.	The project proponent shall abide by all the commitments and recommendations made in the EIA/EMP report and also that during their presentation to the Expert Appraisal Committee.
1.	The project authorities must strictly adhere to the stipulations made by the State Pollution Control Board and the State Government.
1.	The project proponent shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities, commencing the land development work and start of production operation by the project.
1.	The project proponent shall submit the environmental statement for each financial year in Form-V to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently and put on the website of the company.
1.	Action plan for implementing EMP and environmental conditions along with responsibility matrix of the company shall be prepared and shall be duly approved by competent authority. The year wise funds earmarked for

	environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Year wise progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six Monthly Compliance Report
1.	A separate Environmental Cell both at the project and company head quarter level, with qualified personnel shall be set up under the control of senior Executive, who will directly report to the head of the organization.
1.	The company shall have a well laid down environmental policy duly approved by the Board of Directors. The environmental policy should prescribe for standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental/forest/wildlife norms/conditions. The company shall have defined system of reporting infringements/deviation/violation of the environmental/forest/wildlife norms/conditions and/or shareholders/stake holders. The copy of the board resolution in this regard shall be submitted to the MoEF&CC as a part of six-monthly report.
1.	The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and update the same on half-yearly basis.
1.	ii. environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.
1.	The project proponent shall prominently advertise it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days indicating that the project has been accorded environment clearance and the details of MoEFCC/SEIAA website where it is displayed.
Noise monitoring and prevention	
1.	Acoustic enclosures for DG sets, noise barriers for ground-run bays, ear plugs for operating personnel shall be implemented as mitigation measures for noise impact due to ground sources.
1.	Noise level survey shall be carried as per the prescribed guidelines and report in this regard shall be submitted to Regional Officer of the Ministry as a part of six-monthly compliance report.
1.	Ambient noise levels shall conform to residential area/commercial area/industrial area/silence zone both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase. Adequate measures shall be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB / SPCB.
Specific Conditions	
1.	Recommendations of mitigation measures from possible accident shall be implemented based on Risk Assessment studies conducted for worst case scenarios using latest techniques.
Statutory compliance	
1.	The project proponent shall obtain all necessary clearance/ permission from all relevant agencies including town planning authority before commencement of work. All the construction shall be done in accordance with the local building byelaws.
1.	The approval of the Competent Authority shall be obtained for structural safety of buildings due to earthquakes, adequacy of firefighting equipment etc. as per National Building Code including protection measures from lightning etc.
1.	The project proponent shall obtain forest clearance under the provisions of Forest (Conservation) Act, 1980, in case of the diversion of forest land for non-forest purpose involved in the project.

1.	The project proponent shall obtain clearance from the National Board for Wildlife, if applicable.
1.	The project proponent shall obtain Consent to Establish / Operate under the provisions of Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 from the concerned State Pollution Control Board/ Committee.
1.	The project proponent shall obtain the necessary permission for drawl of ground water / surface water required for the project from the competent authority.
1.	A certificate of adequacy of available power from the agency supplying power to the project along with the load allowed for the project should be obtained.
1.	All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department shall be obtained, as applicable, by project proponents from the respective competent authorities.
1.	The provisions of the Solid Waste Management Rules, 2016, e-Waste (Management) Rules, 2016, and the Plastics Waste Management Rules, 2016, shall be followed.
1.	The project proponent shall follow the ECBC/ECBC-R prescribed by Bureau of Energy Efficiency, Ministry of Power strictly.
Transport	
1.	Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards be operated only during non-peak hours.
1.	A comprehensive mobility plan, as per MoUD best practices guidelines (URDPFI), shall be prepared to include motorized, non-motorized, public, and private networks. Road should be designed with due consideration for environment, and safety of users. The road system can be designed with these basic criteria. a. Hierarchy of roads with proper segregation of vehicular and pedestrian traffic. b. Traffic calming measures. c. Proper design of entry and exit points. d. Parking norms as per local regulation.
Waste Management	
1.	Separate wet and dry bins must be provided in each unit and at the ground level for facilitating segregation of waste. Solid waste shall be segregated into wet garbage and inert materials.
1.	Disposal of muck during construction phase shall not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
1.	A certificate from the competent authority handling municipal solid wastes, indicating the existing civic capacities of handling and their adequacy to cater to the M.S.W. generated from project shall be obtained.
1.	Any wastes from construction and demolition activities related thereto shall be managed so as to strictly conform to the Construction and Demolition Waste Management Rules, 2016.
1.	Fly ash should be used as building material in the construction as per the provision of Fly Ash Notification of September, 1999 and amended as on 27th August, 2003 and 25th January, 2016. Ready mixed concrete must be used in building construction.
1.	Use of environment friendly materials in bricks, blocks and other construction materials, shall be required for at least 20% of the construction material quantity. These include Fly Ash bricks, hollow bricks, AACs, Fly Ash Lime Gypsum blocks, Compressed earth blocks, and other environment friendly materials.

1.	Any hazardous waste generated during construction phase, shall be disposed off as per applicable rules and norms with necessary approvals of the State Pollution Control Board.
1.	All non-biodegradable waste shall be handed over to authorized recyclers for which a written tie up must be done with the authorized recyclers.
1.	Used CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/ rules of the regulatory authority to avoid mercury contamination.
1.	Organic waste compost/Vermiculture pit/Organic Waste Converter within the premises with a minimum capacity of 0.3 kg /person/day must be installed.
Water quality monitoring and preservation	
1.	Separation of grey and black water should be done by the use of dual plumbing system. In case of single stack system separate recirculation lines for flushing by giving dual plumbing system be done.
1.	Use of water saving devices/fixtures (viz. low flow flushing systems; use of low flow faucets tap aerators etc) for water conservation shall be incorporated in the building plan.
1.	Installation of dual pipe plumbing for supplying fresh water for drinking, cooking and bathing etc and other for supply of recycled water for flushing, landscape irrigation, car washing, thermal cooling, conditioning etc. shall be done.
1.	At least 20% of the open spaces as required by the local building bye-laws shall be pervious. Use of Grass pavers, paver blocks with at least 50% opening, landscape etc. would be considered as pervious surface.
1.	A certificate shall be obtained from the local body supplying water, specifying the total annual water availability with the local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the balance water available. This should be specified separately for ground water and surface water sources, ensuring that there is no impact on other users.
1.	The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
1.	Total fresh water use shall not exceed the proposed requirement as provided in the project details.
1.	Buildings shall be designed to follow the natural topography as much as possible. Minimum cutting and filling should be done.
1.	The natural drain system should be maintained for ensuring unrestricted flow of water. No construction shall be allowed to obstruct the natural drainage through the site, on wetland and water bodies. Check dams, bio-swales, landscape, and other sustainable urban drainage systems (SUDS) are allowed for maintaining the drainage pattern and to harvest rain water.
1.	Sludge from the onsite sewage treatment, including septic tanks, shall be collected, conveyed and disposed as per the Ministry of Urban Development, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewerage and Sewage Treatment Systems, 2013.
1.	Periodical monitoring of water quality of treated sewage shall be conducted. Necessary measures should be made to mitigate the odour problem from STP.
1.	Onsite sewage treatment of capacity of treating 100% waste water to be installed. The installation of the Sewage Treatment Plant (STP) shall be certified by an independent expert and a report in this regard shall be submitted to the Ministry before the project is commissioned for operation. Treated waste water shall be reused on site for landscape, flushing, cooling tower, and other end-uses. Excess treated water shall be discharged as per statutory

	norms notified by Ministry of Environment, Forest and Climate Change. Natural treatment systems shall be promoted.
1.	No sewage or untreated effluent water would be discharged through storm water drains.
1.	Sewage shall be treated in the STP with tertiary treatment. The treated effluent from STP shall be recycled/re-used for flushing, AC make up water and gardening. As proposed, no treated water shall be disposed in to municipal drain.
1.	Any ground water dewatering should be properly managed and shall conform to the approvals and the guidelines of the CGWA in the matter. Formal approval shall be taken from the CGWA for any ground water abstraction or dewatering.
1.	No ground water shall be used during construction phase of the project.
1.	All recharge should be limited to shallow aquifer.
1.	A rain water harvesting plan needs to be designed where the recharge bores of minimum one recharge bore per 5,000 square meters of built up area and storage capacity of minimum one day of total fresh water requirement shall be provided. In areas where ground water recharge is not feasible, the rain water should be harvested and stored for reuse. The ground water shall not be withdrawn without approval from the Competent Authority.
1.	The local bye-law provisions on rain water harvesting should be followed. If local bye-law provision is not available, adequate provision for storage and recharge should be followed as per the Ministry of Urban Development Model Building Byelaws, 2016. Rain water harvesting recharge pits/storage tanks shall be provided for ground water recharging as per the CGWB norms.
1.	Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
null	
1.	A detailed traffic management and traffic decongestion plan shall be drawn up to ensure that the current level of service of the roads within a 05 kms radius of the project is maintained and improved upon after the implementation of the project. This plan should be based on cumulative impact of all development and increased habitation being carried out or proposed to be carried out by the project or other agencies in this 05 Kms radius of the site in different scenarios of space and time and the traffic management plan shall be duly validated and certified by the State Urban Development department and the P.W.D./ competent authority for road augmentation and shall also have their consent to the implementation of components of the plan which involve the participation of these departments.

3.5. Agenda Item No 5:

3.5.1. Details of the proposal

PROPOSED GROUP HOUSING PROJECT LOCATED AT PLOT NO 82, BLOCK NO. B-II, MOHAN COOPERATIVE INDUSTRIAL ESTATE LTD., MATHURA ROAD, BADARPUR, NEW DELHI by BIRLA ESTATE S PRIVATE LIMITED located at South East,DELHI			
Proposal For		Fresh ToR	
Proposal No	File No	Submission Date	Activity (Schedule Item)
SIA/DL/INFRA2/4592/22/2024	DPCC/SEIAA-IV/P2/C-47 3(ToR)/DL/2024	02/03/2024	Townships/ Area Development Projects / Rehabilitation Centres (8(b))

3.5.2. Project Salient Features

1. The Proposal is for grant of ToR for Proposed Group Housing Project Located at Plot no 82, Block No. B-II, Mohan Cooperative Industrial Estate Ltd., Mathura Road, Badarpur, New Delhi- 110044 by M/s Birla Estates Private Limited.

2. The Project is located at **Latitude:** 28°29'44.19"N; **Longitude:** 77°18'3.43"E.

3. Area Details:

The total plot area of the project is 27504.78 sq.m. The proposed total built-up area is 184457.45 sq.m. Proposed FAR Area is 82459.33 sqm. Proposed ground coverage is 5558 sq.m. Total basement area will be 41387.96 sq.m. Total no. of expected population will be 7487 persons. Total nos. of units will be 755 (3 BHK DU's: 468, 4 BHK DU's: 82 & EWS DU's: 205). Total no. of towers will be 7 (5+2) nos. Maximum number of floors will be (2B+2 CLUB+40). Max. building height will be 154.92 m.

4. Water Details:

During Construction Phase: Freshwater requirement will be approx. 11.55 KLD for drinking purpose and 9.6 KLD for anti-smog gun which will be met from municipal water supply. Treated water from STP will be approx. 6.65 KLD for toilet flushing at site and 15 KLD for construction work. Quantity of sewage generated will be 15.89 KLD.

During Operational Phase: Total water requirement of the project will be 499 KLD which will be met by 306 KLD of fresh water from DJB and 193 KLD treated water from in house STP. Total waste water generated from the project will be 376 KLD which will be treated in house STP of 455 KLD capacity. Treated water from STP will be 338 KLD out of which 193 KLD will be recycled and reused for flushing (124 KLD), horticulture (23 KLD), DG cooling (31 KLD), Filter Backwash (15 KLD). Rest of the treated water i.e. 145 KLD will be discharged in municipal sewer.

13 RWH pits have been proposed for rainwater harvesting.

5. Solid Waste Details:

During Construction Phase, about 84 Kg/day of municipal solid waste will be generated.

During the Operation Phase, Total solid waste generated from project will be 2640 Kg/day. Out of which 1240 Kg/day will be biodegradable waste and 1400 Kg/day will be Non-Biodegradable waste. The biodegradable wastes will be composted in an onsite OWC and the manure will be used for landscaping. The non-biodegradable will be disposed through authorized vendors.

6. Power Details

During Operation Phase, Total power requirement will be 6459 kVA which will be met by BSES Rajdhani Power Ltd. For power back up, 5 no. of GG sets of total capacity 8510 KVA (1x1010+1x1500+3x2000 kVA) will be installed.

Solar photovoltaic power panels of minimum 64.59 KWp will be provided.

7. **Parking Facility Details:** Total proposed parking is 1692 ECS ECS (Surface: 32 ECS; Basements: 1660 ECS). EV charging will be provided for 26.59 % of total parking (450 nos.)

8. **Eco-Sensitive Areas Details:** Distance of Okhla Wildlife Sanctuary from project site is 5.36 km NE and from Asola Wildlife Sanctuary is 1.98 km, W.

9. **Plantation Details:** The proposed green area is 6505 sq.m., i.e., 23% of the total plot area. Total no. of proposed trees is 345 nos. within project site. Currently, there are 68 nos. of trees present at site, out of which 37 nos. trees cut/transplant with prior permission from concern department and 31 nos. of trees will be retained

10. **Cost Details:** Total cost of the project is approx. Rs 739.2 Crores.

3.5.3. Deliberations by the committee in previous meetings

N/A

3.5.4. Deliberations by the SEAC in current meetings

B. Based on information furnished, presentation made and discussions held, the SEAC in its 141st meeting held on 07.03.2024, recommended to issue following ToR:

- 1. Land use conversion document as per rules should be provided.**
- 2. Percolation test report be submitted so ascertain the no. of RWH pits.**
- 3. Transplantation if required, shall be done within the project site with latitude and longitude and permission of owner.**
- 4. Maximum building height be kept as per AAI & statutory permission be sought in this regard.**
- 5. Proposal should include provision for electric charging of the e-Vehicles upto 30% of the proposed parking..**
- 6. Identify the possibility of putting extra waste water to green areas/ water bodies so that treated waste water is not discharged into sewer. Identify**
- 7. Atleast 10 % of total energy demand to be sourced from Renewable energy.Submit plan.**
- 8. Landscape details to be provided with a measured impact on the micro-climate. Green area should be demarcated as per building bye laws and provide 25% of plot area as green area and consolidated area of minimum 10 % of plot area should be kept as soft green area, so that there should be sufficient recharging of ground water.**

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

20

- 9. PP shall obtain fresh water assurance from DJB.**
- 10. PP shall purchase RMC from Ready-mix Concrete plant consented by DPCC and letter in this regard shall be submitted.**
- 11. Examine details of land use as per Master plan and land use around 10km radius of the project site. Analysis should be made base on latest satellite imagery for land use with raw images. Share the elevation range of the site (minimum and maximum elevation above mean sea level) and the 10 year, 50 yr and 100 yr flood maps for the area and whether it is within the flood zone or directly on the flood plain of any river.**
- 12. Submit details of environmentally sensitive places, land acquisition status, rehabilitation of communities/ villages and present status of such activities.**
- 13. Examine baseline environmental quality along with projected incremental load due to the project.**

14. Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) bio-diversity, (f) noise and vibrations, (g) socio economic and health.
15. Submit a copy of the contour plan with slopes, drainage pattern and low-lying area of the site and surrounding area. If there is any obstruction of the drainage lines and low-lying area proposed by the project, then the rationale for the same may be stated along with any mitigation measures.
16. Submit the present land use and permission required for any conversion such as forest, agriculture etc. Submit the land type (kism) of each of the khasra numbers/plots of the site as per the revenue record/last jamabandi of the site. Is the site recorded as a low-lying area, waterbody, gairmumkinpahar, forest in the revenue record ?
17. Submit Roles and responsibility of the developer etc for compliance of Environmental regulations under the provisions of EP Act.
18. Ground water classification (whether over exploited, critical, semi-critical or safe) as per the Central Ground Water Authority
19. Examine the details of Source of Water, water requirement, complete use of treated waste water instead of discharge it into municipal sewer and prepare a water balance chart. Segregated figures for potable and non-potable water requirement during construction and operation phase. The report with categorical quantities of water required/ treated/ reused should be include with a clear revised water mass balance chart in accordance with the figures mentioned in Form 1/ Form 1A / Conceptual Plan.
20. A certificate shall be obtained from the local body supplying water, specifying the total annual water availability with the local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the balance water available. This should be specified separately for ground water and surface water sources, ensuring that there is no impact on other users.
21. Rain Water Harvesting proposals should be made with due safeguards for ground water quality. Maximize recycling of water and utilization of rain water, Examine details.
- a. Calculate runoff from (a) roof top, (b) other paved areas, and (c) green areas separately.
 - b. Recent/Enhanced peak rainfall runoff data be used in the runoff calculation for designing storm water retention capacity, to make the site future ready – given the experience of last 5 years with extreme rainfall events and likely increase in frequency of such extreme events due to climate change.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

21

- c. Prepare management strategy for runoff for each of these (a) roof top, (b) other paved areas, and (c) green areas
- d. Design natural storm water retention capacity in the green areas by marginal lowering, and gradient management to enhance natural retention and percolation, and indicate

the natural retention capacity created in cubic metres.

e. Indicate rainfall retention capacity created via storage tanks/percolation pits

f. Rain water harvesting/ retention plan needs to be revised with RWH pits, taking into account the recent higher flash rain data along with actual percolation rate of the soil at site or min. 1 Recharge bore per 5000 sqm of Plot Area whichever is more along with the storage capacity of min. 1 day of total fresh water requirement along with layout and location plan.

22. Examine soil characteristics and depth of ground water table for rain water harvesting along with with actual percolation rate of soil at site.

23. Examine details of solid waste generation treatment and its disposal

24. Examine and submit details of use of solar energy and alternative source of Energy to reduce the fossil energy consumption. Energy conservation and energy efficiency.

25. Generator sets likely to be used during construction and operational phase of the Project. Emissions from Generator sets must be taken into considered while estimation the impacts on air environment. Examine and submit details.

26. Examine road/rail connectivity to the project site and impact on the traffic due to the proposed project. Present and future traffic and transport facilities for the region should be analyzed with measures for preventing traffic congestion and providing faster trouble free system to reach different destinations in the city.

27. A detail traffic and transportation study should be made for existing and projected passenger and cargo traffic. Traffic Management Plan should take into consideration the latest traffic scenario. Detailed calculation of roads, bicycle paths, pedestrian spaces should be provided.

28. Examine the details of transport of materials for construction which should include source and availability.

29. Examine separately the details for construction and operation phases both for Environmental Management plan and Environment Monitoring Plan with cost and parameters

30. Submit details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster.

31. Details of litigation pending against the project, if any, with direction/order passed by any Court of Law against the Project should be given.

32. The Cost of the project (Capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.

33. The Project Proponent should include a specific chapter for control of Dust Pollution during construction phase in the Environmental Management Plan incorporating the steps as per MoEF Notification No. GSR 94 (E) dated 25.01.2018/Hon'ble National Green Tribunal order in O.A. No.21 of 2014 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & others and Sanjay Kulshreshtha Vs Union of India & others, CAQM/CPCB/DPCC extant statutory orders/guidelines/directions issued time to time including registration on Dust Pollution Control Self Assessment Portal with provision of video fencing and sensors for monitoring PM 2.5, PM 10.

34. Detail of Parking (ECS) as per requirement of Building Bye Laws/ EIA Manual.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

22

35. In case the project involves diversion of forests land, guidelines under OM dated 20.03.2013 may be followed and necessary action taken accordingly.

36. Submit details of the trees to be conserved and preferably no tree is to be felled / removed, by ground coverage, and trees to be removed for other paved areas, for the project including their species and whether it also involves any protected or endangered species.

37. Prepare and submit an existing tree inventory of the site listing each tree along with its species name and girth, and a tree layout plan showing the location of each tree on the site and within 10 m of the site. Submit the details of compliance of Delhi Transplantation Policy, 2020 and Details of compensatory plantation if any.

38. Explore the possibilities of utilizing the debris/waste materials available in and around the project area.

39. Submit Environmental Management and Monitoring Plan for all phases of the project viz. construction and operation.

40. Submit NOC of Airport Authority of India for proposed height of the building.

41. Detail of water requirement during construction phase and its source. Project Proponent is required to clarify the arrangement for reusing the STP treated water/similar other source along with the mechanism proposed for making this water fit for use in construction phase.

42. Outlet parameters of proposed STP during operation phase needs to be checked for the feasibility of its reuse in flushing, horticulture, HVAC etc. taking into account the BIS 17663 (2021) norms and alike.

43. Justification to achieve the standards with the proposed technology of STP is required to be given.

44. Proposal should be included for a provision of toxic gas (Combustible gas, Carbon dioxide and Hydrogen sulphide) detectors for STP area.

45. The cost of environmental monitoring projected in the proposal should be commensurate with the environmental safe guard proposed.

46. Details of all the outlets from the proposed building including the outlet of STP required to be submitted with a proposal to install flow-meters at each of the outlets.

47. Project is required to quantify the no. of labours and the detailed plan for the proposed labour camps and amenities for housing them during construction phase.

48. Air quality pollution load and its negative impacts to be clarified along with mitigation options during the construction and lifetime of the project.

49. Proportion wise step diagram to be provided showing the amount of Reduction in Net per capita Energy Demand achieved as compared to base case scenario, through (i) Load Reduction Strategies, (ii) Passive Strategies, (iii) Renewables, and (iv) Energy Recovery strategies. Percentage reduction through each of the aforesaid strategies to be provided in a consolidated diagram format for easy comprehension.

50. Proposal for provisioning the energy audit during operation phase.
51. Proportion wise Step Diagram showing the amount of reduction in Net Per Capita Water Demand achieved through (1) Each Demand reduction strategy (eg. Low flow fixtures, Xeriscaping etc.), (2) Recycling and Reuse.
52. Elaborated effects of the building activity in altering the microclimates with self-assessment on the likely impacts of the proposed construction on creation of heat island & inversion effects.
53. Give plan for managing, conserving the top soil excavated during construction and for its reuse. Give the extent of total soil excavation (in m³) proposed and where the excavated soil will be gainfully used.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

- 23
54. Give Typical Floor Plans with dimensions to demonstrate how natural ventilation & day lighting is being achieved supported with screenshots of suitable software based outputs. Energy Simulation Modeling for the entire complex using appropriate softwares to be submitted along with the proposal.
55. Ideally the environmental clearance application along with EIA study should be submitted after preliminary 'In Principle Approval' from the local bodies duly routed through development authorities in accordance with approved master plan
56. The PP is required to work upon the inventory of the demolition waste likely to be generated from the existing building with a specific reference to Hazardous waste along with its safe disposal plan.
57. Simulated Model study for Air and Water impact and its mitigation measures is to be included in EIA Report.
58. Simulation model study for newly proposed building in respect of urban heat island effect.
59. Any Further clarification on carrying out the above studies including anticipated impacts due to the project and mitigative measure, project proponent can refer to the model TOR available on Ministry website <http://moef.nic.in/Manual/Townships>.

GENERAL GUIDELINES

1. The EIA document shall be printed on both sides, as far as possible.
2. All documents should be properly indexed, page numbered.
3. Period/date of data collection should be clearly indicated.
4. Authenticated English translation of all material provided in Regional languages.
5. The letter/application for EC should quote the MOEF & CC file no. and also attach a copy of the letter prescribing the TOR.
6. The copy of the letter received from the SEAC on the TOR prescribed for the project should be attached as an annexe to the final EIA-EMP Report.
7. The final EIA-EMP report submitted must incorporate the issues in TOR. The index of the final EIA-EMP report, must indicate the specific chapter and page no. of the EIA-EMP

report where the specific issue raised have been incorporated.

8. Grant of TOR does not mean grant of EC.

9. The status of accreditation of the EIA consultants with NABET/QCI shall be specifically mentioned. The consultant shall certify that his accreditation is for the sector for which this EIA is prepared.

10. On the front page of EIA/EMP reports, the name of the consultant/ consultancy firm along with their complete details including their accreditation, if any shall be indicated. The consultant while submitting the EIA/EMP report shall give an undertaking to the effect that the prescribed TORs(TOR proposed by the project proponent and additional TOR given by the MOEF) have been complied with and the data submitted is factually correct(Refer MOEF office memorandum dated 4 th august,2009).

11. While submitting the EIA/EMP reports, the name of the experts associated with/involved in the preparation of these reports and the laboratories through which the samples have been got analyzed should be stated in the report. It shall clearly be indicated whether these laboratories are approved under the Environment (Protection) Act, 1986 and the rules made there under (Please refer MOEF office memorandum dated 4 th August, 2009). The project leader of the EIA study shall also be mentioned.

Minutes of Meeting of 141 st SEAC Meeting dated 07.03.2024

24

12. As stipulated in amendment notification No. S.O. 751(E) dated 17th February, 2020, the above ToR would be valid for a period of four years from the date of issue. The project proponent shall submit detailed final EIA Report and EMP prepared as per above ToR within the stipulated period of four years.

13. The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization(s)/Laboratories including their status of approvals etc. vide notification of the MOEF dated 19.07.2013.

14. The Prescribed ToR would be valid for a period of four years for submission of the EIA/EMP Reports.

15. The EIA-EMP report submitted must incorporate the construction and demolition waste management plan with identification of waste disposal/ recycling site.

3.5.5. Recommendation of SEAC

Recommended

3.5.6. Details of Terms of Reference

3.5.6.1. Specific

N/A

3.5.6.2. Standard

8(b)	Townships/ Area Development Projects / Rehabilitation Centres
Court Cases	
1.	Details of litigation pending against the project, if any, with direction /order passed by any Court of Law against the Project should be given.
Disaster Management Plan	
1.	Submit details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster. This should cover details of vulnerabilities due to natural and manmade hazards (earthquake, flooding, cyclone, landslides, fire etc.) and details of disaster mitigation efforts for buildings and infrastructure through structural sufficiency and Fire and Life Safety compliance in line with National Building Code NBC, 2016.
Drainage	
1.	Submit a copy of the contour plan with slopes, drainage pattern of the site and surrounding area. Any obstruction of the same by the project.
Energy Requirements	
1.	DG sets are likely to be used during construction and operational phase of the project. Emissions from DG sets must be taken into consideration while estimating the impacts on air environment.
1.	Examine and submit details of use of solar energy and alternative source of energy to reduce the fossil energy consumption. Energy conservation and energy efficiency.
1.	A certificate of adequacy of available power from the agency supplying power to the project along with the load allowed for the project.
Environmental Monitoring and Management	
1.	Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) bio-diversity, (f) noise and vibrations, (g) socio economic and health.
1.	Submit Roles and responsibility of the developer etc for compliance of environmental regulations under the provisions of EP Act.
1.	Examine separately the details for construction and operation phases both for Environmental Management Plan and Environmental Monitoring Plan with cost and parameters.
1.	Possible carbon footprint contribution from each activities and mitigation measures proposed shall be included as part of Environment Management Plan.
1.	Examine baseline environmental quality along with projected incremental load due to the project.
Forest	
1.	Submit the details of the trees to be felled for the project, if any .

1.	Submit the present land use and permission required for any conversion such as forest, agriculture etc.
Land acquisition and R&R	
1.	Submit details of environmentally sensitive places, land acquisition status, rehabilitation of communities/villages and present status of such activities.
Land Environment	
1.	Examine details of land use as per Master Plan and land use around 10 km radius of the project site. Analysis should be made based on latest satellite imagery for land use with raw images. Check on flood plain of any river.
Miscellaneous	
1.	Any further clarification on carrying out the above studies including anticipated impacts due to the project and mitigative measure, project proponent can refer to the model ToR available on Ministry website http://moef.nic.in/Manual/Townships .
Project Details	
1.	Need and benefits of the project.
1.	Submit data for built-up area for each building, the use and occupancy classification in line with NBC 2016 also to be indicated [for differential functional requirements].
1.	The cost of the Project (capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.
Road and Traffic	
1.	A detailed traffic and transportation study should be made for existing and projected passenger and cargo traffic.
1.	Examine road/rail connectivity to the project site and impact on the traffic due to the proposed project. Present and future traffic and transport facilities for the region should be analysed with measures for preventing traffic congestion and providing faster trouble free system to reach different destinations in the city.
1.	Examine the details of transport of materials for construction which should include source and availability.
Waste Management	
1.	Examine details of solid waste generation treatment and its disposal.
1.	Construction & Demolition Waste Management Plan shall be prepared as part of EMP providing details of demolition activities involved along with quantification and disposal mechanism.
Water Environment	
1.	Ground water classification as per the Central Ground Water Authority.
Water Management	
1.	Maximize recycling of water and utilization of rain water. Examine details.
1.	Examine soil characteristics and depth of ground water table for rainwater harvesting

1.	Permission from CGWA for abstraction of groundwater, if any, including dewatering during basement excavation.
1.	Rain water harvesting proposals should be made with due safeguards for ground water quality.
1.	Examine the details of Source of water, water requirement, use of treated waste water and prepare a water balance chart.

4. Any Other Item(s)

N/A

5. List of Attendees

Sr. No.	Name	Designation	Email ID	Remarks
1	Dr Anwar Ali Khan	Member Secretary, SEAC	env*****@delhi.gov.in	
2	Vijay Garg	Chairman, SEAC	gar*****@gmail.com	
3	Sumit Kumar Gautham	SEAC MEMBER	gau*****@gmail.com	Leave of absence
4	Gopal Mohan	SEAC MEMBER	meg*****@gmail.com	
5	Chetan Agarwal	SEAC MEMBER	che*****@hotmail.com	Leave of absence
6	Jyoti Mendiratta	SEAC MEMBER	jma*****@gmail.com	
7	Dr KC Tiwari	SEAC MEMBER	kcc*****@gmail.com	Leave of absence
8	Pranay Lal	SEAC MEMBER	pra*****@gmail.com	Leave of absence
9	Paromita Roy	SEAC MEMBER	rom****@gmail.com	Leave of absence
10	Dr Sirajuddin Ahmed	SEAC MEMBER	sir*****@gmail.com	
11	Ankit Srivastava	SEAC MEMBER	sri*****@gmail.com	

Validity unknown

Digitally Signed by: Dr Anwar Ali Khan
Member Secretary, SEAC

Date: 07/03/2024

**REAL ESTATE APPELLATE TRIBUNAL
FOR NCT OF DELHI & UT OF CHANDIGARH
5TH FLOOR, MSO BUILDING
I.P. ESTATE, ITO, NEW DELHI-110 002**

Dated : 06.09.2024.

M/s Worldstreet Sports Center Ltd.

..... Appellant

Through : Mr. Shashank Mishra, Mr.
Karanjot Singh, Advocates
with Mr. Manoj Singhal, A.R.

Vs.

Real Estate Regulatory Authority, NCT of Delhi.

..... Respondent

Through : Mr. Siddharth Panda, Mr. P.
Venkatesan with Mr. Nishant
Yadav, Advocates for the
respondent.

Mr. Narender Pal Singh, Adv.
Mr. Dinesh Jindal, Law Officer
SEIAA.

(Appeal No.147/REAT/2024)

CORAM:

Chairperson

Member (J)

Member (A)

ORDER :

Appeal No.147/REAT/2024

Pursuant to theailable warrants issued for the presence of Member Secretary, State Environment Impact Assessment Authority (for short SEIAA) on the last date of hearing, Mr. Dinesh Jindal, Law Officer, SEIAA is present. Ld. Counsel appearing for SEIAA submits that the Member Secretary could not be present today as he is out of Delhi attending a training programme. He further submits that no one could appear before this Tribunal on 28.08.2024, despite service of notice, since the notice was received very late in the evening

prior to the date fixed. He regrets non-appearance on behalf of SEIAA on 28.08.2024 and also the absence of the Member Secretary, SEIAA in the proceedings today. In view of the statement made by Ld. Counsel for SEIAA and also in view of the personal presence of Mr. Dinesh Jindal, Law Officer, SEIAA, the presence of the Member Secretary is dispensed with.

2. Ld. Counsel for SEIAA submits that the meeting of the SEIAA could not take place after 07.03.2024 when approval was granted by SEAC, since one of the Members of the Authority could not make herself available for the meeting. He further submits that in terms of Clause 8 sub-clause (iii) of Notification dated 14.09.2006 issued by the Ministry of Environment and Forests, published in the Gazette of India, Extraordinary, Part-II, the applicant is entitled to claim deemed environment clearance by State Environment Impact Assessment Authority (SEIAA) and that they have no objection if the appellant claims the said relief of deemed approval in terms of sub-clause (iii) of Clause 8 of the aforesaid Notification dated 14.09.2006 before the Real Estate Regulatory Authority to seek regularization of their registration with the RERA.

3. It would be relevant at this stage to notice Clause 8, sub-clauses (i), (ii) & (iii) of the Notification dated 14.09.2006, which read as under :-

- (i) The regulatory authority shall consider the recommendations of the EAC or SEAC concerned and convey its decision to the applicant within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned or in other words within one hundred and five days of the receipt of the final Environment Impact Assessment Report, and where Environment Impact Assessment is not required, within one hundred and five days of the receipt of the complete application with requisite documents, except as provided below.
- (ii) The regulatory authority shall normally accept the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned. In cases where it disagrees with the recommendations of the Expert Appraisal

Committee or State Level Expert Appraisal Committee concerned, the regulatory authority shall request reconsideration by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned while stating the reasons for the disagreement. An intimation of this decision shall be simultaneously conveyed to the applicant. The Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, in turn, shall consider the observations of the regulatory authority and furnish its views on the same within a further period of sixty days. The decision of the regulatory authority after considering the views of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall be final and conveyed to the applicant by the regulatory authority concerned within the next thirty days.

- (iii) In the event that the decision of the regulatory authority is not communicated to the applicant within the period specified in subparagraphs (i) or (ii) above, as applicable, the applicant may proceed as if the environment clearance sought for has been granted or denied by the regulatory authority in terms of the final recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned.

4. Ld. Counsel for the appellant submits that in view of the statement by the Ld. Counsel appearing for SEIAA to their having no objection to the appellant claiming deemed approval in terms of the aforesaid sub-clause (iii) of Clause 8 and also to the appellant claiming regularization of their registration before the RERA based on such deemed approval, they would not like to press the appeal further and prays for the appeal to be disposed of in terms of the statement made by the Ld. Counsel appearing for SEIAA.

5. Ld. Counsel appearing for the respondent Authority submits that in view of the deemed approval of the project in terms of sub-clause (iii) of Clause 8 of the Notification dated 14.09.2006, the Authority would consider regularization of the provisional registration granted to the appellant, subject to all other conditions being fulfilled.

6. In view of the aforesaid facts, the provisional registration granted to the appellant by the Real Estate Regulatory Authority is extended upto 30.09.2024 with a direction to the Authority to take a decision on the regularization of the provisional registration granted to the appellant before that date. The appellant shall appear before the Authority on 09.09.2024 at 10.30 a.m.

7. Appeal stands disposed of. No order as to costs.

(SHEO PRATAP SINGH)
MEMBER (A)

(LORREN BAMNIYAL)
MEMBER (J)

(JUSTICE CHANDER SHEKHAR)
CHAIRPERSON

6th September, 2024.

Annexure R-14**THE REAL ESTATE APPELLATE TRIBUNAL, NCT OF DELHI****APPEAL NO.173/REAT/2024**

Reserved on : 05.03.2025

Date of Decision : 19.03.2025

IN THE MATTER OF :

M/s Worldstreet Sports Center Ltd.

..... Appellant

Through : Mr. Mayank Wadhwa,
Mr. Shashank Mishra with
Ms. Muskan Gupta,
Advocates.
Mr. Manoj Singhal, A.R.

V/s.

Real Estate Regulatory Authority,
NCT of Delhi, Through Secretary

.....Respondent

Through : Mr. Siddharth Panda with
Mr. Tejas Sirohi,
Advocates for RERA.
Mr. Narender Pal Singh
with Mr. Deepak Kr.
Prasad, Advocates for
DPCC.**CORAM :****Lorren Bamniyal, Member (Judicial)****ORDER :**

1. This appeal is filed by the appellant seeking a direction to the Real Estate Regulatory Authority for the NCT of Delhi (hereinafter referred to as the 'Authority'), to regularize the Provisional Registration Certificate issued by the Authority keeping in view the fact that the appellant has already received deemed

environment clearance from the State Environment Impact Assessment Authority (SEIAA) as recorded in the order dated 06.09.2024 of this Tribunal in Appeal No.147/REAT/2024. The brief facts giving rise to this appeal may be noted as under :-

2. The Delhi Development Authority invited competitive proposals for developing and implementing an Integrated Multi-Sports Arena at Sector-19B, Dwarka, New Delhi on Design-cum-Build-Operate and Transfer (DBFOT basis). Appellant's proposal in this behalf was accepted by the DDA whereafter DDA executed the Concession Agreement dated 18.07.2022 with the appellant, granting development rights to the appellant for implementation of the Integrated Multi-Sports Arena and commercial facilities on DBFOT basis.

3. On an application filed by the appellant with the Authority for registration of the project under Section (3) of the Real Estate (Regulation and Development) Act, 2016, the Authority vide its letter dated 21.06.2024 granted Provisional Registration to the appellant, which was valid for 45 days. The validity of the Provisional Registration was extended by the Authority on an application by the appellant till 30.08.2024. Thereafter, in an appeal filed before this Tribunal, being Appeal No.147/REAT/2024, this Tribunal, in view of the deemed approval granted

by the State Environment Impact Assessment Authority (SEIAA) in terms of sub-clause (iii) of Clause 8 of Notification dated 14.09.2006, issued by the Ministry of Environment and Forests, extended the Provisional Registration granted to the appellant by the Authority till 30.09.2024 with a further direction to the Authority to take a decision on regularization of the provisional registration before that date. Thereafter, the Authority extended the provisional registration of the appellant up to 05.11.2024 and thereafter up to 29.11.2024. On 29.11.2024, the Authority gave one last opportunity to the promoter to submit the Environment Clearance Certificate and extended the provisional registration up to 18.12.2024.

4. The plea of the appellant is that despite the deemed environment clearance having already been granted and as recorded in the order of this Tribunal dated 06.09.2024, the Authority has been dragging the matter and not processing their request for grant of formal registration. It would be appropriate at this stage to re-produce the order passed by this Tribunal on 06.09.2024, which reads as under :-

"2. Ld. Counsel for SEIAA submits that the meeting of the SEIAA could not take place after 07.03.2024 when approval was granted by SEAC, since one of the Members of the Authority could not make herself available for the meeting. He further submits that in terms of Clause 8 sub-clause (iii) of Notification dated 14.09.2006 issued by the Ministry of Environment and Forests, published in the Gazette of

India, Extraordinary, Part-II, the applicant is entitled to claim deemed environment clearance by State Environment Impact Assessment Authority (SEIAA) and that they have no objection if the appellant claims the said relief of deemed approval in terms of sub-clause (iii) of Clause 8 of the aforesaid Notification dated 14.09.2006 before the Real Estate Regulatory Authority to seek regularization of their registration with the RERA.

3. It would be relevant at this stage to notice Clause 8, sub-clauses (i), (ii) & (iii) of the Notification dated 14.09.2006, which read as under :-

(i) The regulatory authority shall consider the recommendations of the EAC or SEAC concerned and convey its decision to the applicant within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned or in other words within one hundred and five days of the receipt of the final Environment Impact Assessment Report, and where Environment Impact Assessment is not required, within one hundred and five days of the receipt of the complete application with requisite documents, except as provided below.

(ii) The regulatory authority shall normally accept the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned. In cases where it disagrees with the recommendations of the Expert Appraisal Committee or

State Level Expert Appraisal Committee concerned, the regulatory authority shall request reconsideration by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned while stating the reasons for the disagreement. An intimation of this decision shall be simultaneously conveyed to the applicant. The Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, in turn, shall consider the observations of the regulatory authority and furnish its views on the same within a further period of sixty days. The decision of the regulatory authority after considering the views of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall be final and conveyed to the applicant by the regulatory authority concerned within the next thirty days.

- (iii) In the event that the decision of the regulatory authority is not communicated to the applicant within the period specified in sub-paragraphs (i) or (ii) above, as applicable, the applicant may proceed as if the environment clearance sought for has been granted or denied by the

regulatory authority in terms of the final recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned.

4. Ld. Counsel for the appellant submits that in view of the statement by the Ld. Counsel appearing for SEIAA to their having no objection to the appellant claiming deemed approval in terms of the aforesaid sub-clause (iii) of Clause 8 and also to the appellant claiming regularization of their registration before the RERA based on such deemed approval, they would not like to press the appeal further and prays for the appeal to be disposed of in terms of the statement made by the Ld. Counsel appearing for SEIAA.

5. Ld. Counsel appearing for the respondent Authority submits that in view of the deemed approval of the project in terms of sub-clause (iii) of Clause 8 of the Notification dated 14.09.2006, the Authority would consider regularization of the provisional registration granted to the appellant, subject to all other conditions being fulfilled.

6. In view of the aforesaid facts, the provisional registration granted to the appellant by the Real Estate Regulatory Authority is extended upto 30.09.2024 with a direction to the Authority to take a decision on the regularization of the provisional registration granted to the appellant before that date. The appellant shall appear before the Authority on 09.09.2024 at 10.30 a.m.

7. Appeal stands disposed of. No order as to costs."

5. Ld. Counsel for the Authority during the course of arguments on 05.03.2025 sought to draw attention of the Tribunal to The National Capital Territory of Delhi Real Estate (Regulation and Development) (Registration of Projects and Extension

of Registration) Guidelines, 2023 and referred to clause 6 thereof, which provides for details to be submitted along with application to be filed by the promoter for registration of the project. Referring to sub-clause (xiii) of clause 6, Ld. Counsel submitted that in terms of sub-clause (b) of sub-clause (xiii), the promoter is required to provide proof of clearance from the environment and pollution angle. Ld. Counsel submitted that even though the deemed approval from SEIAA has been received and accepted for clearance towards environment, the appellant promoter has yet not provided any certificate showing permission from the concerned pollution control Authority.

6. Ld. Counsel also referred to an Office Memorandum dated 08.02.2017 issued by the Delhi Pollution Control Committee whereby in terms of clause 3 Consent to Establish is required for activities particularly in respect of industrial activities / commercial activities, including activities with respect to commercial / office complex as provided in sub-clause VII of clause 3 thereof. The said Office Memorandum dated 08.02.2017 reads as under :-

OFFICE MEMORANDUM

"[Reissued in suppression of Office Memorandum
No.DPCC/IT Cell/EoDB/2016/811-818 dated 07.02.2017]"

Subject : Initiatives to enhance "Ease of Doing Business" in
Construction Sector.

1. Regular meetings are being taken by Addl. Secretary, Ministry of Urban Development, Govt. of India to discuss the various initiatives required to enhance “Ease of Doing Business” in India in view of concerns raised in World Bank’s Doing Business Report 2017 in issuing construction permits in Mumbai & NCT of Delhi and to take necessary steps for improving India’s rank in Doing Business Report 2018. In this regard, it has been desired to integrate the DPCC under Common Application Form (CAF) of ULBs i.e. Delhi Municipal Corporations.
2. The relevant legal position w.r.t. Air and Water Acts is as follows :-
 - (I) As per Section 25 of Water (Prevention and Control of Pollution) Act, 1974 no person shall, without the previous consent of the State Board,
 - (a) establish or take any steps to establish any industry, operation or process, or any treatment and disposal system or an extension or addition thereto, which is likely to discharge sewage or trade effluent into a stream or well or sewer or on land (such discharge being thereafter in this section referred to as discharge of sewage); or
 - (b) bring into use any new or altered outlets for the discharge of sewage; or
 - (c) begin to make any new discharge of sewage;
 - (II) As per section 21 of Air (Prevention and Control of Pollution) Act, 1981, no person shall, without the previous consent of the State Board, establish or operate any industrial plant in an air pollution control area.

3. In view of the above provisions of the Acts and decisions taken by Consent Management Committee of DPCC from time to time, Consent to Establish is required for activities particularly in respect of industrial activities / commercial activities including following activities :-
 - I. Industrial Sheds / Plants
 - II. Hotels
 - III. Restaurants / Eating Houses
 - IV. Banquet Halls
 - V. Automobile Service Stations
 - VI. Petrol Pump cum Service Stations
 - VII. Commercial / Office Complexes**
 - VIII. Hospitals

4. It is further clarified that warehouses are not required to obtain consent under Water Act 1974 and Air Act 1981 as no processing / manufacturing / hazardous operations are involved and the DG Sets compliances for the establishments covered in consent mechanism are integrated with the consent processing and no separate consent is issued for the DG set(s). Stand alone DG set(s) or the DG set(s) installed within the residential buildings, shops, offices, warehouses etc. are not required to obtain consent from DPCC. However, these DG set(s) are required to comply with the standards / norms prescribed under Environment (Protection) Rules, 1986.”

Ld. Counsel submitted that the project of the appellant is a sports-cum-commercial project and, hence, covered by the aforesaid Office Memorandum.

7. Ld. Counsel for the respondent Authority also sought to place reliance on a Consent Order issued by the Delhi Pollution Control Committee dated 08.11.2023 in respect of M/s Yogiraj Promoters Pvt. Ltd. which is cited as a Consent Order

issued by the DPCC, prior to the registration of the project, under Section 3 of the Act.

8. Ld. Counsel for the Authority also submitted that apart from the above Pollution Clearance, there is no other impediment to the Registration of the project with the Authority.

9. Ld. Counsel for the appellant, on the other hand, submitted that this is a solitary case being cited by the Authority to harass the appellant and delay the registration of the project, completely ignoring the fact that it is an Integrated Multi-Sports Arena and Commercial Project of the DDA, being executed by the appellant on Design-cum-Build-Operate and Transfer (DBFOT) basis, to improve the State sports infrastructure. Ld. Counsel also submitted that the Authority has been following a pick and chose policy with no regard to any uniform procedure for registration of projects under Section 3 of the Act. Ld. Counsel submitted that there are multiple orders available on the website of the Authority itself where Registration Certificates for the projects have been issued by the Authority without insisting on environment and pollution clearances and where the promoter, post the registration of the project with the Authority, has been

granted time to submit the necessary environment and pollution clearances from the relevant authorities.

10. Ld. Counsel placed on record three cases where the projects of the promoters have been registered and registration is granted to the project under section 5 of the Act. The certificates placed on record are as noted below :-

- “(i) Registration Certificate No.4108 dated 18.12.2023 issued for the **Project TARC Kailasa** as per building plans sanctioned on 09.10.2023. In this case, the Environment and Pollution Clearance was not asked for, however, by way of amendment of Registration Certificate issued on 18.12.2023 vide its letter No.4492 dated 02.01.2024, the promoter was directed to obtain and submit the necessary Environment and Pollution Certificate within 45 days of issue of the order of amendment dated 02.01.2024.
- (ii) Registration Certificate No.3594 dated 08.11.2023 issued for the **Project Sawasdee Heights**. The promoter was directed to submit the Environment and Pollution Clearance within 45 days of issue of the Registration Certificate.
- (iii) Registration Certificate No.5593 dated 07.03.2024 issued for the **Project Noble Ayra II**. The promoter was directed to submit ‘No Objection Certificate’ from Delhi Pollution Control Board, within 45 days of issue of Registration Certificate.

11. Ld. Counsel for the appellant submitted that apart from the three cases noted above, there are several other such cases available on the website of the Authority where registration has been granted subject to the promoter furnishing the Environment and Pollution clearance at a subsequent stage, within the time

as granted by the Authority. Ld. Counsel also submitted that in this case, the promoter has already furnished the Environment Clearance as noted in the order of this Tribunal dated 06.09.2024, which has already been referred to above.

12. Ld. Counsel appearing for the Delhi Pollution Control Committee (DPCC) submitted that the Authority ideally should not be insisting on issuance of Pollution Clearance Certificate since for any pollution clearance, the site has to be inspected by the Authority to assess whether it is air, water or what other kind of clearance necessary for the project and that can only happen once the site is prepared by the promoter prior to commencement of the construction activity. It is submitted that it is premature for the Authority to insist on pollution clearance prior to the registration of the project.

13. At this stage, Ld. Counsel for the appellant submitted that for satisfying the procedural technicalities, the appellant shall immediately move the necessary application before the Pollution Control Authority and that they further undertake that even after the Registration Certificate is issued by the Authority, they shall not commence any kind of construction activity unless the pollution clearance is received by them and submitted to the Authority.

14. The requirement in law is that no construction activity should commence without prior approval by the Pollution Control Authority and that requirement must necessarily be complied with. The issue is whether such clearance must precede the registration of the project with the Authority. Clearly, in view of the submission made by the Ld. Counsel for the DPCC, the site would need to be prepared for inspection prior to the issue of clearance certificate by the DPCC. Furthermore, there are precedents placed on record by the appellant, as noted above, where post the Registration of the project by the Authority, time has been granted to the appellant to furnish the environmental and pollution clearances.

15. Thus, in view of the submissions of the parties and observations noted above, it would be fair and in the fitness of things for the project to be registered by the Authority with the condition that the promoter shall submit to the Authority, the necessary certificate from the Pollution Control Authority within 45 days of the registration of the project and further that the Promoter shall not commence any construction activity without receiving the approval from the pollution control authority. Ordered accordingly.

16. The Authority is directed to register the project within two weeks, granting 45 days time to the promoter from the date of registration, to furnish the

pollution certificate. The promoter shall not commence any construction activity without obtaining and furnishing to the Authority the Pollution Control Certificate.

17. Appeal stands disposed of.
18. File be consigned to the record room.

(LORREN BAMNIYAL)
MEMBER (J)

19th March, 2025.

Annexure R-15

REAL ESTATE REGULATORY AUTHORITY
NCT of Delhi
2nd Floor, Shivaji Stadium Annexe Building,
ShaheedBhagat Singh Marg, New Delhi-110001

No.F.1(182)PR/RERA/04/2024/ 1910

Dated: 07 April, 2025

1. The Project 'The Omaxe State' was provisionally registered as per Provisional Registration Certificate No. **DLRERA2024P0003** dated 21.06.2024 subject to terms and conditions detailed therein.
2. The Authority now considering the orders dated 19.3.2025 of Hon'ble Real Estate Appellate Tribunal, NCT of Delhi in Appeal No. 173/REAT/2024 hereby issues this Registration Certificate under Section 5 of the Real Estate (Regulation and Development) Act, 2016 with the condition that the Promoter shall submit to the Authority, the necessary certificate from the Pollution Control Authority within 45 days of the registration of the project.

FORM 'C'
[See rule 5(1)]

सत्यमेव जयते

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Real Estate (Regulation and Development) Act, 2016 [hereinafter referred to as RE (RD) Act, 2016] to the following project under project registration number **DLRERA2024P0003**.

Project: The Omaxe State

Location: Dwarka Sector 19B, New Delhi-110075.

1. The project will be implemented by the World Street Sports Center Pvt. Ltd. and M/s Omaxe Ltd. as Co-promoters (herein after also referred jointly as Promoters).



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2. This registration certificate is granted subject to the following conditions namely: -

- i) The Promoters shall not deviate from the layout and sanctioned building plans without the prior approval of the Authority;
- ii) The Promoters shall disclose all liabilities and encumbrances on the land for the project and the project, in writing to all its allottees;
- iii) The Promoters shall not create any new liability or encumbrance on the land for the project or the project without prior approval of the Authority;
- iv) The Promoters shall deposit seventy percent of the amounts realized by them from the allottees in a separate account to be maintained in a scheduled bank to cover the cost of land and construction only as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of the RE(RD) Act, 2016;
- v) The Promoters shall submit Commencement Certificate issued by the Competent Authority in terms of section 4(2)(c) of RE(RD) Act, 2016 within 45 days of issue of this Registration Certificate;
- vi) The Promoters shall submit the Pollution Clearance Certificate in respect of subject project issued by the Competent Authority within 45 days of issue of this Registration Certificate. The Promoter shall not commence any construction activity without receiving the approval from the Pollution Control Authority;
- vii) The Promoters shall post details of all litigations involving them on the website of the project and keep updating the same on quarterly basis;
- viii) The Promoters shall neither seek nor accept more than 10 percent of the cost of unit without entering into and registering the written 'Agreement for Sale' as per section 13 of the RE(RD) Act, 2016;
- ix) The Promoters shall not sell any shop, unit or space of size lessor than provided in the sanctioned plan and shall mention the carpet area of the unit for sale while marketing, booking or offering for sale any unit in the project.



- x) The Promoters shall convey to all allottees, in 'Allotment letter' and 'Agreement for Sale' the following details
- Cost and carpet area of unit
 - Cost and carpet areas of exclusive balcony/ varandah areas/open terrace
 - Proportionate cost of common areas
 - Preferential location charges
 - Taxes
 - Maintenance charges upto the date of possession
 - Maps showing location of unit and parking slot
 - Parking areas and parking slot (s) if attached with unit;
 - Number of entrances, lifts and materials used/to be used in the project;
 - All common facilities proposed to be developed/developed as part of the project.
- xi) The basement of the project would be used only for the purposes indicated in the sanctioned building plan;
- xii) The Promoter shall advertise, market or sell the units/ space in the project only on carpet area basis;
- xiii) The Promoter shall not give any assured return or concession by any other name except for rebate for pre-payment.
- xiv) The Promoters shall ensure that no clause in allotment letter is in contravention of the provisions of RE (RD), Act, 2016;
- xv) The Promoters shall not accept any deposit or advance or application fee except as provided in Section 13(1) of the R.E.(RD) Act, 2016 before signing and registering the 'Agreement for Sale';
- xvi) The Promoters shall not make any change in the 'Agreement for Sale' (appended with the National Capital Territory of Delhi Real Estate (Regulation and Development) (Agreement of Sale) Rules, 2016) without the prior permission of the Authority;



[Handwritten signature in blue ink]

- xvii) The Promoters shall execute a registered conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17 of RE(RD) Act, 2016;
- xviii) The Promoters shall comply with all the provisions of the RE(RD) Act, 2016 and the rules and regulations made thereunder;
- xix) The Promoters shall not contravene the provisions of any other law for the time being in force as applicable to the project;
- xx) The Promoters shall complete the mandatory facilities as prescribed in their Agreement No. 08/EE/Sports Division-1/DDA/A/2022-23 within 36 months from the appointed date given by DDA.
- xxi) This Registration Certificate shall be **valid upto 31.03.2029** or as extended by the Authority in accordance with the RE(RD) Act, 2016 and the rules made thereunder;
- xxii) The Promoters shall submit Quarterly Progress Reports as per section 11 of the RE(RD) Act, 2016 detailing the physical and financial progress made on the project till date of acceptance of the Completion Certificate by this Authority. The first QPR shall stand due on 01/07/2025;
3. If the above-mentioned conditions are not fulfilled by the Promoters, the Authority may take necessary action against the Promoters including revoking the provisional registration granted herein, as per the RE(RD) Act, 2016 and the rules and regulations made thereunder.




SATISH KUMAR CHHIKARA)
SECRETARY

Dated: 07/04/2025

Place: New Delhi

REAL ESTATE REGULATORY AUTHORITY
(For NCT OF DELHI)

2nd Floor, Shivaji Stadium Annexe Building,
Shaheed Bhagat Singh Marg,
New Delhi-110001

Website- <https://rera.delhi.gov.in>

F. 1 (182)//PR/RERA/2024/ 1687

Dated: 24/03/2025

FORM 'F'

**CERTIFICATE FOR EXTENSION OF PROVISIONAL REGISTRATION OF
PROJECT**

This extension of Provisional registration is granted in terms of Authority's orders dated 20.12.2024, 16.01.2025, 28.01.2025, 04.02.2025, 19.02.2025 and 19.03.2025 under sections 6 of the Real Estate (Regulation & Development) Act, 2016 to the following project :

"The Omaxe State" at Dwarka Sector 19B, New Delhi-110075 promoted by M/s Worldstreet Sports Center Limited and M/s Omaxe Ltd., as Co-promoters was registered by this Authority vide Provisional Project Registration certificate bearing No. DLRERA2024P0003

2. The validity of Provisional registration is extended until 26.03.2025 subject to the conditions specified in Provisional Registration Certificate No. F. 1(182)PR/RERA/04/2024/1686 dated 21.06.2024 (DLRERA2024P0003) and the Certificate for extension of Provisional Registration of project dated 02.01.2025.

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place: New Delhi



(SATISH KUMAR CHHIKARA)
SECRETARY
Real Estate Regulatory Authority for NCT of Delhi

REAL ESTATE REGULATORY AUTHORITY
(For NCT OF DELHI)
2nd Floor, Shivaji Stadium Annexe Building,
Shaheed Bhagat Singh Marg,
New Delhi-110001

Website- <https://rera.delhi.gov.in>

F. 1 (182)//PR/RERA/2024/ 59

Dated: 02/01/2025

FORM 'F'

CERTIFICATE FOR EXTENSION OF PROVISIONAL REGISTRATION OF PROJECT

This extension of Provisional registration is granted in terms of Authority's orders dated 18.12.2024 under sections 6 of the Real Estate (Regulation & Development) Act, 2016 to the following project :

"The Omaxe State" at Dwarka Sector 19B, New Delhi-110075 promoted by M/s Worldstreet Sports Center Limited and M/s Omaxe Ltd., as Co-promoters was registered by this Authority vide Provisional Project Registration certificate bearing No. DLRERA2024P0003

2. This extension in validity of Provisional registration is granted subject to the conditions specified in Provisional Registration Certificate No. F. 1(182)PR/RERA/04/2024/1686 dated 21.06.2024 (DLRERA2024P0003) and following further conditions, namely:-

- (i) The promoters shall execute and register a conveyance deed in favour of the allottee or the association of the allottee, as the case may be, of the apartment, plot or building, as the case may be or the common area as per section 17 of RE (RD) Act, 2016;
- (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of RE (RD) Act, 2016;5366
- (iii) The registration shall stand extended until 15.01.2025.
- (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated: 02/01/2025
Place: New Delhi



(SATISH KUMAR CHHIKARA)
SECRETARY

Real Estate Regulatory Authority for NCT of Delhi

REAL ESTATE REGULATORY AUTHORITY

(For NCT OF DELHI)

2nd Floor, Shivaji Stadium Annexe Building,

Shaheed Bhagat Singh Marg,

New Delhi-110001

Website- <https://rera.delhi.gov.in>

F. 1 (182)//PR/RERA/2024/ 4272

Dated: 06/11/2024

FORM 'F'

CERTIFICATE FOR EXTENSION OF PROVISIONAL REGISTRATION OF PROJECT

This extension of Provisional registration is granted in terms of Authority's orders dated 05.11.2024 under sections 6 of the Real Estate (Regulation & Development) Act, 2016 to the following project :

"The Omaxe State" at Dwarka Sector 19B, New Delhi-110075 promoted by M/s Worldstreet Sports Center Limited and M/s Omaxe Ltd., as Co-promoters was registered by this Authority vide Provisional Project Registration certificate bearing No. DLRERA2024P0003

2. This extension in validity of Provisional registration is granted subject to the conditions specified in Provisional Registration Certificate No. F. 1(182)PR/RERA/04/2024/1686 dated 21.06.2024 (DLRERA2024P0003) and following further conditions, namely:-

- (i) The promoters shall execute and register a conveyance deed in favour of the allottee or the association of the allottee, as the case may be, of the apartment, plot or building, as the case may be or the common area as per section 17 of RE (RD) Act, 2016;
- (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of RE (RD) Act, 2016;5366
- (iii) The registration shall stand extended until 30.11.2024.
- (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place: New Delhi



(SATISH KUMAR CHHIKARA)
SECRETARY

Real Estate Regulatory Authority for NCT of Delhi



REAL ESTATE REGULATORY AUTHORITY
NCT of Delhi
2nd Floor, Shivaji Stadium Annexe Building,
ShaheedBhagat Singh Marg, New Delhi-110001

no.F.1(182)/PR/RERA/04/2024/1686

Dated: 21/06/2024

FORM 'C'
[See rule 5(1)]

PROVISIONAL REGISTRATION CERTIFICATE OF PROJECT

This provisional registration is granted under section 5 of the Real Estate (Regulation and Development) Act, 2016 [hereinafter referred to as RE(RD)Act,2016] to the following project under project registration number **DLRERA2024P0003**.

Project: **The Omaxe State**

Location: **Dwarka Sector 19B, New Delhi-110075.**

1. The project will be implemented by the **World Street Sports Center Pvt. Ltd. and M/s Omaxe Ltd. as Co-promoters (herein after also referred jointly as Promoters)**.
2. This provisional registration certificate is granted subject to the following conditions namely: -
 - i) The Promoters shall not deviate from the layout and sanctioned building plans without the prior approval of the Authority;
 - ii) The Promoters shall disclose all liabilities and encumbrances on the land for the project and the projects, in writing to all its allottees;
 - iii) The Promoters shall not create any new liability or encumbrance on the land for the project or the project without prior approval of the Authority;
 - iv) The Promoters shall deposit seventy percent of the amounts realized by them from the allottees in a separate account to be maintained in a scheduled bank to cover the cost of land and construction only as per sub-clause (D) of clause (l) of sub-section (2) of section 4 of the RE(RD) Act, 2016;



- v) The Promoters shall submit a letter showing last date of validity of the Goods for Construction Drawings or Sanctioned Plans issued by the Competent Authority i.e. DDA within 30 days of issue of this Provisional Registration Certificate;
- vi) The Promoters shall submit Commencement Certificate issued by the Competent Authority in terms of section 4(2)(c) of RE(RD) Act, 2016 within 45 days of issue of this Provisional Registration Certificate;
- vii) The Promoters shall submit the Environment Clearance and Pollution Clearance Certificate in respect of subject project issued by the Competent Authorities within 45 days of issue of the Provisional Registration Certificate;
- viii) The Promoters shall post details of all litigations involving them on the website of the project and keep updating the same on quarterly basis;
- ix) The Promoters shall neither seek nor accept more than 10 percent of the cost of unit without entering into and registering the written 'Agreement for Sale' as per section 13 of the RE(RD) Act, 2016;
- x) The Promoters shall not sell any shop, unit or space of size lessor than provided in the sanctioned plan;
- xi) The Promoters shall convey to all allottees, in writing details of
- Parking areas and parking slot (s) if attached with unit;
 - Number of entrances, lifts and materials used/to be used in the project;
 - All common facilities proposed to be developed/developed as part of the project;
- xii) The basement of the project would be used only for the purposes indicated in the sanctioned building plan;
- xiii) The Promoters shall mention in Allotment Letter, the carpet area of the shop or unit or space, area of exclusive balcony, varandah, and area of terrace if any, in square feets and the cost of unit per square feet on carpet area basis;
- xiv) The Promoters shall ensure that no clause in allotment letter is in contravention of the provisions of RE (RD), Act, 2016;

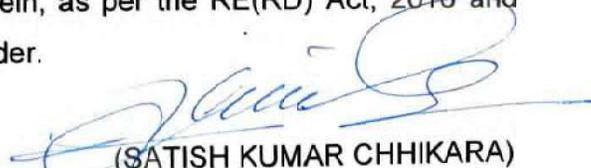


- xv) The Promoters shall not accept any deposit or advance or application fee except as provided in Section 13(1) of the R.E.(RD) Act, 2016 before signing and registering the 'Agreement for Sale';
- xvi) The Promoters shall not make any change in the 'Agreement for Sale' (appended with the National Capital Territory of Delhi Real Estate (Regulation and Development) (Agreement of Sale) Rules, 2016) without the prior permission of the Authority;
- xvii) The Promoters shall execute a registered conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17 of RE(RD) Act, 2016;
- xviii) The Promoters shall comply with all the provisions of the RE(RD) Act, 2016 and the rules and regulations made thereunder;
- xix) The Promoters shall not contravene the provisions of any other law for the time being in force as applicable to the project;
- xx) The Promoters shall complete the mandatory facilities as prescribed in their Agreement No. 08/EE/Sports Division-1/DDA/A/2022-23 within 36 months from the appointed date given by DDA.
- xxi) This Provisional Registration Certificate shall be **valid for 45 days i.e. upto 04/08/2024** or as extended by the Authority in accordance with the RE(RD) Act, 2016 and the rules made thereunder;
- xxii) The Promoters shall submit Quarterly Progress Reports as per section 11 of the RE(RD) Act, 2016 detailing the physical and financial progress made on the project till date of acceptance of the Completion Certificate by this Authority. The first QPR shall stand due on 01/07/2024;
3. If the above-mentioned conditions are not fulfilled by the Promoters, the Authority may take necessary action against the Promoters including revoking the provisional registration granted herein, as per the RE(RD) Act, 2016 and the rules and regulations made thereunder.

Dated: 21/06/2024

Place: New Delhi




(SATISH KUMAR CHHIKARA)
SECRETARY

SATISH KUMAR CHHIKARA
Secretary
Real Estate Regulatory Authority
NCT of Delhi
2nd Floor, Shivaji Park, Annexe,
Shaheed Bhagat Singh Marg, Delhi-11

REAL ESTATE REGULATORY AUTHORITY
(For NCT OF DELHI)

2nd Floor, Shivaji Stadium Annexe Building,
Shaheed Bhagat Singh Marg,
New Delhi-110001

Website- <https://rera.delhi.gov.in>

F. 1 (182)//PR/RERA/2024/ 14169

Dated: 29/10/2024

FORM 'F'

CERTIFICATE FOR EXTENSION OF PROVISIONAL REGISTRATION OF PROJECT

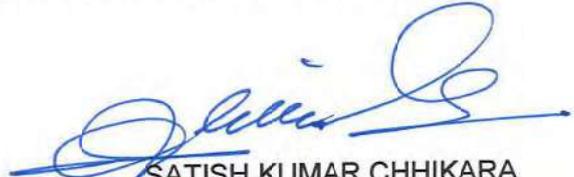
This extension of Provisional registration is granted in terms of Authority's orders dated 05.08.2024, 07.08.2024 and 26.09.2024 under sections 6 of the Real Estate (Regulation & Development) Act, 2016 to the following project :

"The Omaxe State" at Dwarka Sector 19B, New Delhi-110075 promoted by M/s Worldstreet Sports Center Limited and M/s Omaxe Ltd., as Co-promoters was registered by this Authority vide Provisional Project Registration certificate bearing No. DLRERA2024P0003

2. This extension in validity of Provisional registration is granted subject to the conditions specified in Provisional Registration Certificate No. F. 1(182)PR/RERA/04/2024/1686 dated 21.06.2024 (DLRERA2024P0003) and following further conditions, namely:-

- (i) The promoters shall execute and register a conveyance deed in favour of the allottee or the association of the allottee, as the case may be, of the apartment, plot or building, ,as the case may be or the common area as per section 17 of RE (RD) Act, 2016;
- (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of RE (RD) Act, 2016;5366
- (iii) The registration shall stand extended until 05.11.2024
- (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated: 29/10/24
Place: New Delhi


SATISH KUMAR CHHIKARA
SECRETARY

Real Estate Regulatory Authority for NCT of Delhi



Worldstreet Sports Center Limited

10, L S C KALKAJI NEW DELHI, New Delhi – 110019, CIN No:
U70109DL2022PLC399496

e-mail: secretarial_1@omaxe.com Phone: 011-41893100

Ref No: DEL/24/SEP/141/3807

Dated: 09.09.2024

To
Senior Environmental Engineer (EIA Cell)
Delhi Pollution Control Committee,
4th Floor, I.S.B.T. Building,
Kashmere Gate, Delhi - 110006

Reference: Online clarification raised by DPCC in Consent to Establish application dated 29.07.2024.

Subject- Reply of above mentioned clarification raised by DPCC for the project "Development of Integrated Multi-Sports Arena" at Sector-19-B, Dwarka, New Delhi by M/s Worldstreet Sports Center Limited

Dear Sir,

We wish to inform you that we have applied for Consent to Establish for the above mentioned project in which clarification was raised dated 29.07.2024. In this regard, we are hereby submitting the point wise reply for your reference.

S. No.	Query	Reply
1.	PP is required to submit Environment Clearance of the project "Development of Integrated Multi-Sports Arena" at Sector-19-B, Dwarka, New Delhi" by M/s Worldstreet Sports Center Limited.	<p>With regard to Environment Clearance of the project we would like to submit the following:</p> <p>After due deliberations, the SEAC Delhi in its 141st meeting held on 07.03.2024 has recommended the proposal to SEIAA, Delhi for grant of EC with specific & general conditions.</p> <p>Our proposal stood pending at its last stage ie. SEIAA Delhi for more than 5 months (from 15 Mar 2024 to 05 Sep 24) awaiting grant of EC. Here particularly we would like to draw your attention to the following submissions:</p> <p>a. 76th SEIAA Delhi meeting was scheduled on 09th Aug 2024 after a long hiatus of 06 Months (the earlier – 75th SEIAA was last scheduled on 24th Jan 24).</p> <p>b. That leaves EC cases remaining undisposed even after 5½ Months despite being recommended for grant of EC by SEAC Delhi.</p>

Worldstreet Sports Center Limited**10, L S C KALKAJI NEW DELHI, New Delhi – 110019, CIN No:**

U70109DL2022PLC399496

e-mail: secretarial_1@omaxe.com Phone: 011-41893100

- c. The piling pendency leading SEIAA Delhi in its earnestness attempted **convening multiple times the SEIAA meetings without (almost 03 times in Aug 24) but remained inconclusive owing to absence of one of the member.**
- d. The last SEIAA Delhi (04th SEIAA Delhi) **tenure finally ended on 05th Sep 2024 leaving the pendency undisposed.**
- e. In a nutshell, for us as the Project Proponent (PP), the **uncertainty continues with no clarity on grant of EC even after a long inadvertent delay and for reasons not attributable to PP.**

As per EIA notification 2006 Clause 8 on Grant or Rejection of Prior Environmental Clearance is reproduced below:

(i). The regulatory authority shall consider the recommendations of the EAC or SEAC concerned and convey its decision to the applicant within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned or in other words within one hundred and five days of the receipt of the final Environment Impact Assessment Report, and where Environment Impact Assessment is not required, within one hundred and five days of the receipt of the complete application with requisite documents, except as provided below.

(ii). The regulatory authority shall normally accept the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned. In cases where it disagrees with the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, the regulatory authority shall request reconsideration by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned within forty five days of the receipt of the recommendations of the Expert

Worldstreet Sports Center Limited

10, L S C KALKAJI NEW DELHI, New Delhi – 110019, CIN No:
U70109DL2022PLC399496

e-mail: secretarial_1@omaxe.com Phone: 011-41893100

Appraisal Committee or State Level Expert Appraisal Committee concerned while stating the reasons for the disagreement. An intimation of this decision shall be simultaneously conveyed to the applicant. The Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, in turn, shall consider the observations of the regulatory authority and furnish its views on the same within a further period of sixty days. The decision of the regulatory authority after considering the views of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall be final and conveyed to the applicant by the regulatory authority concerned within the next thirty days.

(iii). **In the event that the decision of the regulatory authority is not communicated to the applicant within the period specified in sub-paragraphs (i) or (ii) above, as applicable, the Clause 8 applicant may proceed as if the environment clearance sought for has been granted** or denied by the regulatory authority in terms of the final recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned.

(iv). On expiry of the period specified for decision by the regulatory authority under paragraph (i) and (ii) above, as applicable, the decision of the regulatory authority, and the final recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall be public documents.

With the above submissions, we have requested for **intervention and support for the deemed approval on Grant of Environment Clearance and Consent to Establish vide our letter no. DEL/24/SEP/139/3798 dated 13.09.2024.**



Worldstreet Sports Center Limited

10, L S C KALKAJI NEW DELHI, New Delhi – 110019, CIN No:
U70109DL2022PLC399496

e-mail: secretarial_1@omaxe.com Phone: 011-41893100

In view of above we hereby request your good office to kindly grant us the Consent to Establish as soon as possible as their has been inordinate delay due to non-convening of SEIAA Delhi and as per notified rules stated above our Environment Clearance application is deemed approved and the same has been admitted by Ld. Counsel of SEIAA Delhi at REAT, NCT Delhi on 06.09.2024, copy of Order enclosed for your kind reference.

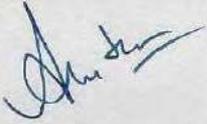
We would also like to highlight that the concerned project is in PPP mode with Delhi Development Authority and is a project of national importance consisting of International Cricket and Football Stadium, Indoor Stadium and other supporting products.

An early action shall be appreciated.

Thanking you

Yours faithfully

For Worldstreet Sports Center Limited



Authorized Signatory

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Annexure R-17**DELHI POLLUTION CONTROL COMMITTEE**

(Government of N.C.T. of Delhi) 4th & 5th Floor, ISBT Building
Kashmere Gate, Delhi 110006
(Visit us at <https://www.dpccocmms.nic.in>)

**CONSENT ORDER****Certificate No. :G-49582**

Name of the unit	:	Worldstreet Sports Center Limited
Address	:	“Development of Integrated Multi-Sports Arena” at Sector-19-B, Dwarka, New Delhi, Housing Complexes, Commercial Complexes (including shopping malls), office complexes including IT and Infrastructural and Town Development Projects (Built Up Area 20000 sq. meters and above), Delhi - 110075
Area	:	Non Industrial
Area Name	:	Housing Complexes, Commercial Complexes (including shopping malls), office complexes including IT and Infrastructural and Town Development Projects (Built Up Area 20000 sq. meters and above)
Consent Order No	:	DPCC/CMC/2024/11349755
Date of issue	:	22/07/2025
Product Name	:	[It is a Development of Integrated Multi-Sports Arena project]
Product Capacity	:	0 Metric Tonnes/Day
Fuel Type	:	Light Diesel Oil C: 1.01 Q: 161.6
Control Equipment	:	Other
ETP Details	:	D.Capacity: 1010 KLD 190 KLD 380 Type: Others
Stack Details	:	11349992 AT: DG set (more than 800 KW) H: 30
Activity Name	:	Shopping Malls, Housing / Commercial/ Office Complexes having built up area 20,000 sqm and above
Category	:	[RED]
Generator Set(s)	:	2250

This Consent to **Establish** is hereby granted under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 under **RED** Category. This consent is subjected to terms and conditions specified overleaf. **This is being issued with reference to your application id 11349755 valid from 09/07/2024 to 08/07/2027.**

Anwar Ali
Khan

Digitally signed by
Anwar Ali Khan
Date: 2025.07.22
18:26:22 +05'30'

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Enter The Designation.



Terms and Conditions

1. CTE is granted subject to all specific and general conditions recommended by SEAC, Delhi. Further, any new specific or general conditions recommended in the Environmental Clearance under consideration at the MoEF&CC, Govt. of India not withstanding its notification dated 04.11.2024 and 14.01.2025 shall also form part of this CTE.
2. The Consentee shall meet the effluent standards i.e. pH= 5.5-9, Total Suspended Solids (TSS) 30, Bio-chemical Oxygen Demand (3days at 27degree Cent.) 20, COD 250, Oil and Grease10, Ammonical Nitrogen (as N) 50, Nitrate Nitrogen 10, Dissolved Phosphate (as P) 5. #All effluent parameters are in mg/l expect pH value. Parameters are in mg/l expect pH value.
3. The Consent is activity specific and based on the information provided in the consent application along with the documents/ subsequent documents/information submitted to Delhi Pollution Control Committee (DPCC). The Consentee shall apply for fresh consent in case of any change in the activity /manufacturing process.
4. The Consentee shall display the Name of the unit along with its Address, name of the proprietor/ Directors/ partners etc., Contact Phone No(s) and its Activities Processes/ Product etc., on a Display Board be placed/ fixed at the main gate of the unit.
5. The Consentee/unit shall have/take separate Electricity/ Power connection in its name and shall have/ install separate meter in this regard.
6. The Consentee shall provide and maintain separate drainage system for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of collection system and shall be connected to the conveyance system/ sewerage system of the area leading to common Effluent Treatment Plant of the Industrial Area/ Sewage Treatment Plant of the catchment area.
7. The Consentee shall obtain permission from Delhi Jal Board for ground water extraction, if any, as per the various orders/Notification of Govt. of NCT of Delhi.
8. The Consentee shall ensure proper channelization/ control system for fugitive emissions generated from the various activities/ processes of the unit and maintain good housekeeping practices so as to maintain clean & safe environment in and around the premises of the unit.
9. The Consentee shall comply with the noise standards laid down vide Gazette Notification of Ministry of Environment and Forest (MOEF), Government of India Dated 17.05.2002 & 12.07.2004, as amended to date, for the Diesel Generator Set(s) and shall also comply with the Emission Standards prescribed for Diesel Engines [(Engine rating more than 0.8 MW) for Power Plant, Generator Set applications and other Requirements], if any, as per the Gazette Notification of MOEF, Dated 09.07.2002, as amended to date. Stack Height (Engine rating more than 0.8 MW) commissioned after 01.07.2003 shall be maximum of following (i) Minimum 6 meter above the building where generator set is installed (ii) 30 meter (iii) $14Q^{0.3}$ (Q Total so₂ emission from the plant in kg/hr) and for otter DG Set(s) (up to 0.8 MW) stack height shall be as per the following formula, $H = h + 0.2\sqrt{KVA}$ (H-Total Height of stack in meter , h = Height of the building in meters where the Generator Set is installed, KVA -Total Generator capacity of the set in KVA).
10. The Consentee shall comply with the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, as amended to date, the Batteries (Management and Handling) Rules, 2001 as amended to date, Solid Waste Management Rules, 2016 and E-Waste (Management) Rules, 2016, the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989, as amended to date, wherever applicable. All such wastes generated from the unit will be managed and handled as per the provisions of the said Rules and will be disposed only through the Recycler/ Re-processor /Authorized Agencies for such wastes, authorized by MOEF/Central Pollution Control Board/State Pollution Control Board/Committee/DPCC as per details available on their websites.
11. The Consentee shall comply with the provisions of the Plastic Waste Management Rules, 2016, as amended to date, if applicable.

12. The Consentee shall comply the other prescribed standards of Effluent/Emissions as prescribed and as applicable under the provisions of the Environment (Protection) Act, 1986, as amended to date and the various Rules made there under including the Noise Pollution (Regulation and Control) Rules, 2000 as amended to date.
13. The Consentee shall not carry out any activity falling under the Prohibited/ Negative list of Industries (Annexure III of MPD -2021) which are prohibited in National Capital Territory of Delhi, as per Master Plan of Delhi.
14. Quantity of Sewage/ trade effluent discharge from the unit shall not exceed Nil litre/Day (100 % waste water recycling and zero waste water discharge).
15. The Consentee shall install adequate Sewage Treatment Plant of 1010 KLD, 190 KLD and 380 KLD capacity to meet prescribed standard as given the consent order before operation of the project.
16. The zero waste water discharge condition to be achieved with installation of onsite sewage treatment plant. Trade effluent shall conform to the norms and standards prescribed by Delhi Pollution Control Committee. The STP should be certified by an independent expert and report in this regard should be submitted to Delhi Pollution Control Committee before the project is commissioned for operation. Necessary measures should be made to mitigate the odor problem from STP.
17. The treated wastewater shall be recycled and reused for Horticulture/ landscape/cooling/flushing purposes to reduce the demand of fresh water as committed.
18. The project proponent shall provide electromagnetic flow meter at the inlet and outlet of the water supply, Inlet and outlet of the STP and any pipeline to be used for re-using the treated wastewater back into the system for cooling, flushing and for horticulture purpose/green etc. and shall maintain a record of readings of each such meter on daily basis.
19. The quantity of fresh water usage and water recycling shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Delhi Pollution Control Committee on six monthly basis.
20. Capacity of the Generator Set (s) proposed to install in the unit shall be 5x2250 KVA, 2x1500KVA, 7x1010KVA and 2x750 KVA. The Consentee shall install the DG set as per direction no 76 and amendment thereof compliant with Acoustic Enclosure/ Acoustic Treated room for DG Set(s) and provide the adequate stack height for DG Set(s) to meet the prescribed standards/ norms. The Consentee shall not operate the Generator Set(s) till compliance of the extant directions issued by CAQM / CPCB/ DPCC under GRAP. The Generator Sets install for construction purposes shall also comply with the prescribed norms/standards.
21. The Consentee shall comply with the applicable provisions / Directions given vide Gazette Notification of Department of Environment, Govt. of NCT of Delhi, dated 23.10.2012 including the directions that no person shall manufacture, import, store, sell or transport any kind of plastic carry bags (including that of Poly Propylene, Non-woven fabric type carry bags) in the whole of National Capital Territory of Delhi.
22. The Consentee shall provide wide spread Green Cover and the use of Fly Ash as per Fly Ash notification dated 14.09.1999 shall be mandatory.
23. Project proponent will ensure use of Ozone depletion substances (ODS) free appliances so that no toxic gases in air conditioning / refrigeration / fire extinguishers are created.
24. During construction Phase for control of dust pollution all precautionary measure should be ensured in compliance of Hon'ble National Green Tribunal order dated 04.12.2014 and 10.04.2015 in O.A. No. 21 of 2014 and O.A. No. 95 of 2014 in the matter of Vardhman Kaushik Vs., Union India and other and Sanjay Kulshreshtha Vs. Union of India and Ors. , notified by MOEF and CC, GOI vide Notification no. G.S.R. 94(E) dated 25.01.2018 and Hon'ble Supreme Court orders dated 13.01.2020 in WPC No. 13029/1985 titled M.C. Mehta Vs Union of India & others making the use of anti-smog gun compulsory in the projects that require Environmental Clearance from the State/ Central level on site having built-up area of more than 20,000 sqm including excavation, material handling and other dust generating activities. The Consentee shall ensure the compliance of the extant directions issued by CAQM / CPCB/ DPCC under GRAP and

registration/ self-audit on Dust Pollution Control Self-Assessment Portal.

25. It will be the responsibility of the project proponent to obtain prior clearances/approval and ensure compliances under all other relevant Acts/ Rules/ Regulations/ guidelines/ instructions/ Court Orders/Tribunal Orders as applicable to this project before starting of the project.

26. The Consentee shall comply with the provisions of Solid Waste Management Rules, 2016.

27. Unit shall implement the environmental safeguards as per stipulations in Environmental Clearance issued by MoEF&CC, GOI and shall submit half yearly compliance report in respect of the terms and conditions of Environmental Clearance to Regional Office of MoEF and simultaneously to DPCC on the prescribed date.

28. The Consentee shall not extract the Ground Water without obtaining prior permission in this regard from DJB / CGWA. The Consentee shall ensure that there is no bore well in the premises and if exist, same shall be close / sealed with immediate effect till permission received from DJB / CGWA.

29. The Consentee shall submit application for extension of the Consent / Consent to Operate, one month in advance of the expiry date of this Consent Order.

30. This consent is being granted focusing only on the Water Act 1974/ Air Act 1981. The project will be regulated by the concerned local Civic Authorities under the provisions of the relevant provisions of the extant MPD2021, Building Control Regulations and Safety Regulations. The investment made in the project, if any, based on Consent so granted, in anticipation of the clearance from other statutory authorities shall be entirely at the cost and risk of the project proponent DPCC shall not be responsible in this regard in any manner.

31. Project Proponent is allowed to run the pollution control devices and collect and test the data. The trial for three aforesaid purpose is permitted within the period of maximum three months from the date of completion. The Consentee shall give prior intimation, to DPCC, of the dates on which trial would starts and end. Thereafter Project Proponent shall apply for Consent to Operate along with requisite details and test reports to DPCC.

32. The Consentee shall abide by the Guideline on Environmental Management of Construction and Demolition (C and D) Waste and Guidelines on Dust Mitigation Measure in Handling Construction Material and C and D waste developed and published by CPCB available at www.cpcb.nic.in.

33. The Consentee shall display the enclosed template of Notice for Construction and Demolition Waste Management at the site.

34. The Consentee shall ensure the compliance of policy to be followed regarding operation of Ready-Mix Concrete Plants (RMC Plants) issued vide office order No. DPCC/CMC I/RMC/2017/2596 to 2614 dated 27.12.2017 (available at DPCC website).

In the event of any information furnished by the Consentee found to be false OR in case of failure to comply with any of the above-mentioned consent conditions, consent granted through this Consent Order shall be deemed to be revoked without any notice and necessary action as per law shall be taken, which may include closure of the unit and prosecution for wrong declaration.

Notwithstanding anything contained in this consent order. Delhi Pollution Control Committee, reserves its right to review any / or all the conditions imposed herein above and to make such variations as deemed fit for the purpose of enforcement of the Air (Prevention and Control of Pollution) Act, 1981, as amended to date and the Water (Prevention and Control of Pollution) Act, 1974, as amended to date.

The Consent granted to the Consentee is to ensure control of pollution from the premises of the unit in accordance with various Pollution Control Laws and in no way confers the right to the Consentee/ unit to exist in violation of other laws and statutory provisions including the Master Plan of Delhi.

The Consent granted to the Consentee is to ensure control of pollution from the premises of the unit in accordance with various Pollution Control Laws and in no way confers the right to the Consentee/ unit to exist in violation of other laws and statutory provisions including the Master Plan of Delhi.

This issues as per decision taken by Consent Management Committee for II(a) category in its meeting held

on 15.07.2025.

Template for displaying notice w.r.t. condition no 33 to be displayed on board of size 6 feet X 4 feet.

Background color- Yellow, Letters- Black

NOTICE

(Construction and demolition waste management rule 2016)

The construction/Demolition site is authorized by... Vide file no... Dated.....

1. Name and Address with contact number of contractor/developer

2. Address of the site

3. Area/length

4. Date of initiation of the project (dd/mm/yy)

5. Scheduled completion date of the project (dd/mm/yy)

6. Details date of completion/disposal/clearing of the site (dd/mm/yy)

7. Estimated waste (TPD)

8. Total estimated waste (MT) for the entire project

9. Nature of waste (concrete/iron/plastic/soil) (TPD)

Material Generated Recycled Reused Disposed

Sand -----

Concrete -----

.....

10. Identified waste disposal site

11. Mode of utilization of waste (reuse/recycle/convert to construction material)

12. Mode of disposal

13. Mode of handling and transportation (manual/mechanical/pneumatic) (by road/rail)

14. Dust mitigation measures at the site (water sprinkling/curtain/barriers etc.)

15. Reason of delay in disposing waste (in any)

16. Accidents reported (in any)

Name of Agency Owner

Telephone number

Ref No: DEL/25/AUG/217/4276

Date: 12.08.2025

The Dy. Conservator of Forest,
 Govt. Of NCT, Delhi
 Office of the Deputy Conservator of Forests – West Forest Division,
 Mandir Marg, Mandir Lane Delhi-110060

Subject: Issuance of No Objection Certificate (NOC) to Proceed with Compensatory Plantation at 19B, Dwarka, New Delhi in Compliance with SOP for Tree Cutting Permission for the Development of an Integrated Multi-Sports Arena

Reference:

1. Concession Agreement dated 18.07.2022 executed between DDA and M/s Worldstreet Sports Center Limited
2. Letter No. DEL/25/AUG/212/4255 dated 30.07.2025

Sir,

This is in continuation of our earlier communication vide Letter No. DEL/25/AUG/212/4255 dated 30.07.2025 and the proposal submitted under Application ID: 24894 on 21.11.2024 regarding the request for tree cutting permission for the development of an Integrated Multi-Sports Arena at 19B, Dwarka, New Delhi, by M/s Worldstreet Sports Center Limited (Concessionaire / Company). We hereby submit the following for your kind consideration:

1. Project Background:

The Delhi Development Authority (DDA) has undertaken the development of an Integrated Multi-Sports Arena at Sector 19B, Dwarka, under a Design-Build-Finance-Operate-Transfer (DBFOT) model. This project was initiated through RFP No. F.2 (11) Sports Divin-1/DDA/A/DWK/2021-22/494 dated 26.11.2021 and was awarded to Omaxe Limited through a competitive bidding process. The project is being executed by Worldstreet Sports Center Limited, a Special Purpose Vehicle (SPV) of Omaxe Limited. It includes the following:

- Delhi's first ICC/FIFA-standard cricket cum football stadium with around 30,000 seats after Independence.
- Indoor multi-sport arena (2,000 seats), Olympic-size swimming pool.
- Sports Club, and related facility including sports and other retail area.

The project is a nationally significant Sports Arena, it will propel India's sports infrastructure to global standards, aligning it with celebrated venues like London's Olympic Park, Melbourne's Olympic Park, and the Singapore Sports Hub.

Furthermore, the Sports Arena aligns with and supports the objectives of the Khelo India program, launched under the guidance of Government of India and Hon'ble Prime Minister Shri Narendra Modi. The project is dedicated to promoting a vibrant sports culture and identifying grassroots talent across the country.

WORLDSTREET SPORTS CENTER LIMITED

(Wholly Owned Subsidiary of Omaxe Limited)

Registered Office: 10, Local Shopping Centre, Kalkaji, New Delhi-110019. CIN: U70109DL2022PLC399496
 Tel.: 011-41893100 Email: secretarial_1@omaxe.com Website: www.omaxe.com



2. Tree Cutting Application and Site Details:

The Concessionaire submitted an application on 21.11.2024 for tree cutting permission under Delhi Preservation of Trees Act, 1994. A total of 2,266 trees were surveyed at the project site, out of which:

- 1,769 trees are under the category of cutting (1761 Kikar Trees and 8 dry trees), and
- 266 trees are proposed for transplantation.
- 231 trees are retained at site.

All the trees proposed for cutting are either invasive exotic species (Kikar/ Subabul) or dry/dead trees, which, as per Section 3 of the Tree Plantation Policy, are prohibited from being transplanted.

3. Compensatory Plantation Commitment:

As per the statutory requirement under Delhi Preservation of Tree Act, 1994, the compensatory plantation is to be done in a 1:10 ratio for both tree cutting and transplantation.

- It is important to highlight that 17,690 trees to be planted against cutting of 1769 Kikar trees and 2660 trees to be planted against transplantation of 266 native trees at site.
- Total 20,350 trees required to be planted under Compensatory Plantation.

In addition to these required replacements, the Concessionaire is also planning to plant 2,600 ornamental trees on-site to enhance green cover and promote a more balanced, eco-friendly environment.

4. Regulatory Compliance and Responsibilities:

In accordance with the SOP dated 24.04.2025 (issued by the Department of Forest and Wildlife under the Delhi Preservation of Trees Act, 1994):

- As per Section 3.3, the applicant shall arrange the land, bear the cost, and maintain the plantation for 7 years under compensatory plantation.

5. Land Allocation for Plantation:

The project was awarded on a Design-Build-Finance-Operate-Transfer (DBFOT) basis, while ownership of the Sports Complex mandatory area, including the land, remains vested with the DDA. As stipulated in the concession agreement, the DDA will reasonably assist the Concessionaire in securing the requisite permits for tree cutting on its behalf.

To support this, DDA has allocated four land parcels for compensatory plantation vide letter dated August 22, 2024. Following due process, the Tree Officer from the Office of the Deputy Conservator of Forests (Central Delhi) conducted due diligence on these parcels in accordance with the Standard Operating Procedure (SOP) dated April 24, 2025.

6. Advance Action for Plantation:

In order to comply proactively with the SOP and ensure no delays in the execution of the project, the Concessionaire seeks permission to commence compensatory plantation in advance, prior to the formal grant of tree cutting permission. By taking advantage of the season, the Concessionaire aims to ensure a high survival rate and healthy early growth for the saplings. This approach will also allow the planting process to be completed well before the onset of the winter season.

7. Unconditional Undertaking:

The Concessionaire hereby unconditionally undertakes to carry out the plantation without prejudice to the status of the tree cutting permission. In case the permission is delayed, the compensatory plantation activity will still continue uninterrupted.

8. Yamuna Vatika, LG monitored project:

The land earmarked for compensatory plantation comes under the Yamuna Vatika project, which is under active monitoring by Hon'ble LG. It is instructed that vacant spaces be afforested at the earliest.

In view of the above, we request your kind office to issue a No Objection Certificate (NOC) to proceed with the compensatory plantation at the allocated sites in compliance with the SOP and statutory requirements. This proactive step will facilitate environmental compliance and timely project implementation.

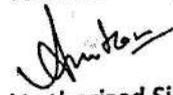
As informed earlier vide letter dated 30.07.2025 we would like to update that the Company has commenced the development works on approx 25 acres land out of 50.4 acres land which is tree-free zone for the Integrated Multi-Sports Arena following the grant of Consent to Establish. The company submits that no tree shall be harmed during the initial development activity till the approval for tree cutting is granted.

We respectfully request expeditious approval for tree cutting permission at site, in accordance with the Delhi Preservation of Trees Act, 1994 (DPTA).

The company remains fully committed to strict compliance with all applicable environmental laws and regulations throughout the duration of the project.

Thanking you,

Yours sincerely,



(Authorized Signatory)

For M/s Worldstreet Sports Center Limited

Copy to: Project Director (Sports), DDA, SIRI FORT, New Delhi.



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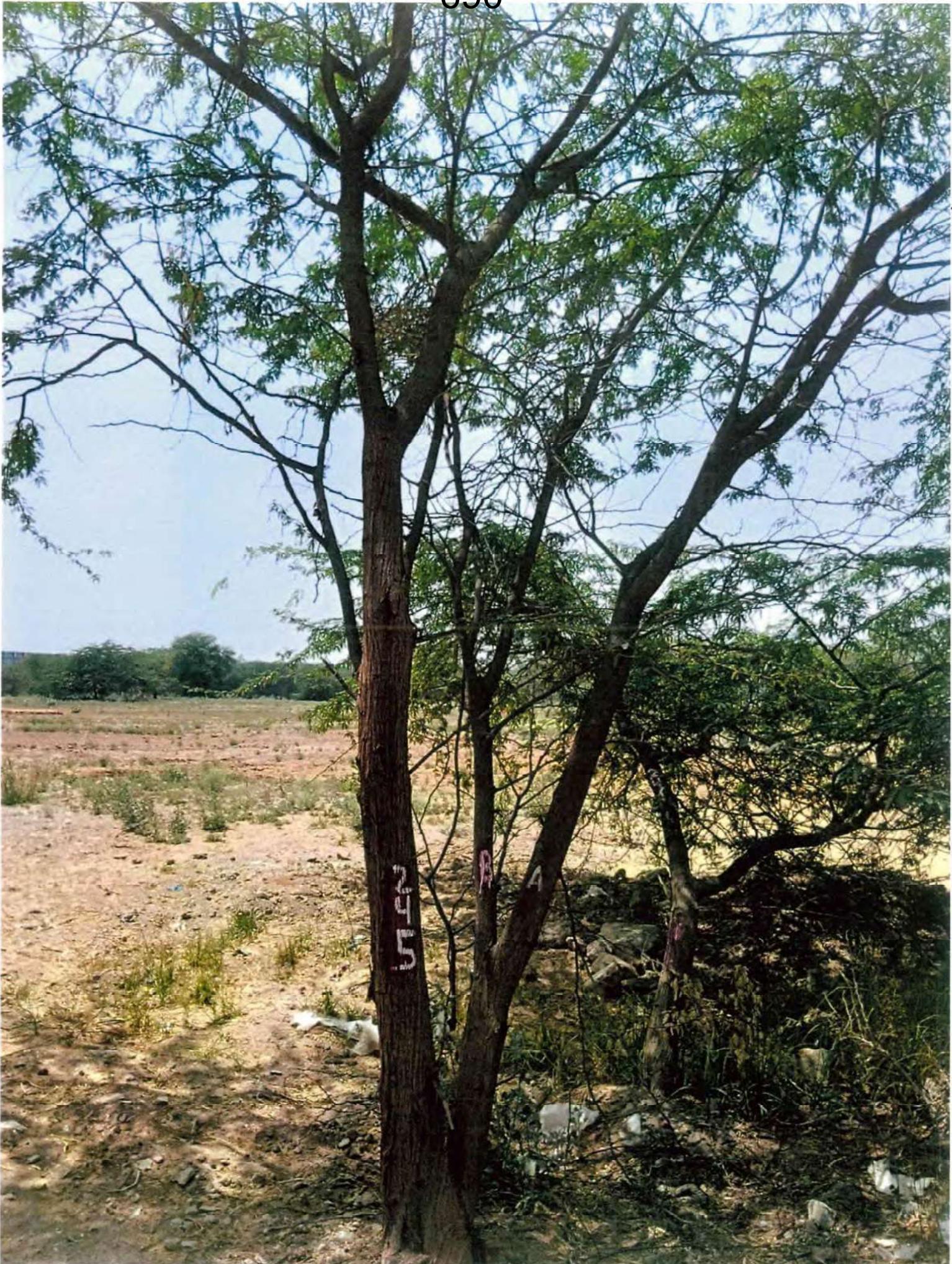
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(VAKALATNAMA)
BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 137 OF 2025

IN THE MATTER OF:

Renu Bala & Anr.

...Applicants

Versus

Union of India & Ors.

...Respondents

KNOW ALL TO WHOM THESE PRESENT SHALL COME that I, Ms. Neha Chaturvedi, the Authorised Representative of Respondent No. 7, in the above matter, hereby appoint VSA LEGAL (Mr. Sumeer Sodhi, Mr. Aman Nandrajog, Mr. Varun Tankha, Mr. Arjun Nanda, Ms. Sandali Sharma, Mr. Harshit Joshi, Mr. Girish Shankar, Ms. Vanshika Jhamb and Mr. Hardeek Goyal), Advocates having their office at 32, Ground Floor, Uday Park, South Extension Part - II, New Delhi - 110049 (Mob: 9953309080) (Mob: 9971704062) (Mob: 9899991976) Email: office@vsalegal.in to be our Advocates in above-mentioned cause and to do all the following acts, deeds and things or any of them, that is to say:

1. To act, appear and plead in the above-mentioned cause in this Court, or any other Court in which the same may be tried or heard in the first instance or in Appeal or Letters Patent Appeal or review or Revision or Execution or at any other stage of its progress until its final decision.
2. To present Pleadings, Appeals, Letters Patent Appeals, Petitions for Appeal to Supreme Court, Cross-objections or Executions, Review, Revisions, Withdrawal, Compromise or other Petitions or Affidavits or other documents as shall be deemed necessary or advisable for the prosecution/defence of the said cause in all states.
3. To withdraw or compromise the said cause or submit to arbitration any difference or dispute that shall arise touching or in any manner relating to the said cause.
4. To receive money and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution/ defence of the said cause.



5. To employ any other Legal Practitioner authorising him to exercise the powers and authorise hereby conferred on the Advocate, whenever he may think fit to do so.

AND, I hereby agree to ratify whatever the Advocate or his substitute shall do in the premises.

AND I hereby agree not to hold the advocate or his substitute for the result of the said cause in consequence of this absence from the Court when the said cause is called up for hearing.

AND I hereby agree that in the event of the whole or any part of the fee agreed by me to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution the said cause until the same is paid.

IN WITNESS WHEREOF I here unto have set my hands to these presents the contents of which have been explained to and understood by me on this 18 day of August 2025.

[Handwritten signature]
D/16084/2024

[Handwritten signature]
D/4753/2024

ACCEPTED

[Handwritten signature]
D/16084/2024

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D/1913/2014
D/10379/2024

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D/706/2012

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D/1041/2012

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D/11139/2025

9 Identify
[Handwritten signature]
D/4753/2024

For Worldstreet Sports Center Limited
[Handwritten signature]
Authorized Signatory/Director
CLIENT

(VAKALATNAMA)
BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 137 OF 2025

IN THE MATTER OF:

Renu Bala & Anr.

...Applicants

Versus

Union of India & Ors.

...Respondents

KNOW ALL TO WHOM THESE PRESENT SHALL COME that I, Ms. Neha Chaturvedi, the Authorised Representative of Respondent No. 8, in the above matter, hereby appoint VSA LEGAL (Mr. Sumeer Sodhi, Mr. Aman Nandrajog, Mr. Varun Tankha, Mr. Arjun Nanda, Ms. Sandali Sharma, Mr. Harshit Joshi, Mr. Girish Shankar, Ms. Vanshika Jhamb and Mr. Hardeek Goyal), Advocates having their office at 32, Ground Floor, Uday Park, South Extension Part - II, New Delhi - 110049 (Mob: 9953309080) (Mob: 9971704062) (Mob: 9899991976) Email: office@vsalegal.in to be our Advocates in above-mentioned cause and to do all the following acts, deeds and things or any of them, that is to say:

1. To act, appear and plead in the above-mentioned cause in this Court, or any other Court in which the same may be tried or heard in the first instance or in Appeal or Letters Patent Appeal or review or Revision or Execution or at any other stage of its progress until its final decision.
2. To present Pleadings, Appeals, Letters Patent Appeals, Petitions for Appeal to Supreme Court, Cross-objections or Executions, Review, Revisions, Withdrawal, Compromise or other Petitions or Affidavits or other documents as shall be deemed necessary or advisable for the prosecution/defence of the said cause in all states.
3. To withdraw or compromise the said cause or submit to arbitration any difference or dispute that shall arise touching or in any manner relating to the said cause.
4. To receive money and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution/ defence of the said cause.



5. To employ any other Legal Practitioner authorising him to exercise the powers and authorise hereby conferred on the Advocate, whenever he may think fit to do so.

AND, I hereby agree to ratify whatever the Advocate or his substitute shall do in the premises.

AND I hereby agree not to hold the advocate or his substitute for the result of the said cause in consequence of this absence from the Court when the said cause is called up for hearing.

AND I hereby agree that in the event of the whole or any part of the fee agreed by me to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution the said cause until the same is paid.

IN WITNESS WHEREOF I here unto have set my hands to these presents the contents of which have been explained to and understood by me on this 18 day of August 2025.

Suresh Sodhi
D/154709

Fauziah
D/4753/2024

ACCEPTED

Agunbanjo
D/1913/2014

An
D/1706/2012

Sandali
Sharma
D/16084/2024

P. J. J.
D/10379/2024

Wang
Wang
D/11041/2012

For OMAXE LIMITED,
Attested

Authorized Signatory

CLIENT

I identify

Fauziah
D/4753/2024

[Signature]
D/2137/2025



Office Vsalegal <office@vsalegal.in>

*Proof of Service***Reply to OA on behalf of Respondent No. 7 & 8 in OA/137/2025 titled as "Renu Bala & Anr. vs. Union of India & Ors."**

1 message

Office Vsalegal <office@vsalegal.in>

Wed, Aug 20, 2025 at 1:20 PM

To: "info@ralo-associates.com" <info@ralo-associates.com>, secy-moef@nic.in, msdpcc@nic.in, senv@nic.in, vcdda@dda.org.in, cp.sbksingh@delhipolice.gov.in

Cc: Vanshika Jhamb <vanshika@vsalegal.in>

Dear Sir/ Ma'am,

Please find attached scanned copy of the Reply to Original Application no. 137 of 2025 on behalf of Respondent No. 7 & 8 in the abovecaptioned matter.

Kindly treat this email as due service of the same.

Office of VSA Legal**Counsels for the Respondent No. 7 & 8**

Address - 32, Ground Floor,

Uday Park, South Ex-II,

New Delhi-110049

Phn : +91-11-43541022, +91-11-43514961

Website: www.vsalegal.in

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Please consider the environment before printing this email.

Reply Vol-I in Renu Bala.pdf

Reply Vol-II in Renu Bala.pdf