

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH AT NEW DELHI**

O.A. No. 137 of 2025

IN THE MATTER OF:

Renu Bala

...Applicant

Versus

Ministry of Environment, Forest
and Climate Change & Others

...Respondents

NDOH: 19.09.2025

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RESPONDENT No.5/DDA

THROUGH



DEEKSHA L. KAKAR
COUNSEL FOR DDA

B-6/58, LGF, SAFDARJUNG ENCLAVE
NEW DELHI – 110029.

Ph. 9313119255 | deeksha.kakar@scladi.com
Enrol.No.D/1154/2008

Place: New Delhi
Dated: 18.09.2025

**BEFORE THE NATIONAL GREEN TRIBUNAL,
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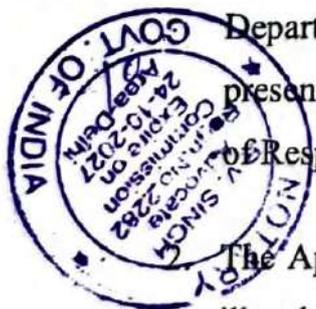
...Respondents

**SHORT AFFIDAVIT ON BEHALF OF RESPONDENT NO.
5, DELHI DEVELOPMENT AUTHORITY.**

I, Siddhant Kashyap, S/o Arun Kumar Rajak, aged about 34 years, presently posted as Project Director (Sports)/DDA, having my office at 1st Floor Badminton Hall, Siri Fort Sports Complex, August Kranti Marg, New Delhi- 110 049, do hereby solemnly affirm and declare as under:

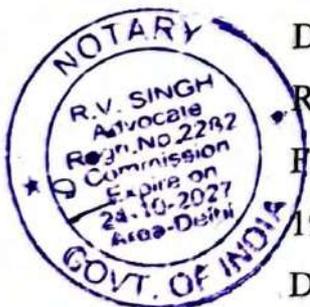
1. The Deponent is well conversant with the facts and circumstances of the case, as per the records maintained by the Department and as such competent to swear and depose the present affidavit. The present Affidavit is being filed on behalf of Respondent No.5/ Delhi Development Authority ("DDA").

The Applicant in the above Original Application has alleged illegal felling of trees by the Project Proponent, i.e., M/s Worldstreet Sports Centre Limited/Respondent No.7, a real estate developer company, which is a subsidiary of M/s Omaxe Limited/Respondent No.8. The Applicant has further alleged



that Respondent Nos.7 and 8 have violated the norms by carrying out construction activities before obtaining Environmental Clearance and Consent to Establish for their project, namely, "The Omaxe State" situated at Sector 19-B, Dwarka, New Delhi.

3. At the very outset, the answering Respondent denies each and every averment, allegation, contention and/or ground, raised under the Application which are contrary to what is stated herein and also the documents placed on record. It is submitted that none of the allegations in the Application shall be deemed to be admitted by the DDA on the ground of non-traverse.
4. At the further outset, it is stated that at the time of filing of the Application, no construction related to the Project, except the construction of the site office/sales office, had been undertaken by Respondent Nos. 7 or 8 at the site in question, and/or no instance of illegal cutting of trees, as alleged by the Applicant, has come to the knowledge of the Respondent Authority/DDA.
5. It is submitted that the work of development of an Integrated Multi-Sports Arena situated at Sector 19-B, Dwarka, New Delhi was awarded by the answering Respondent/DDA to Respondent No.8, Messrs Omaxe Limited, on Design, Build, Finance, Operate and Transfer basis, vide letter dated 19.05.2022, bearing no. F2(11) Sports Divn.1/DDA/A/DWK/2022-23/86. The copy of the letter of award dated 19.05.2022 is annexed hereto as **Annexure "R-1"**.
6. Pursuant thereto, DDA and Respondent No.7, Messrs Worldstreet Sports Centre Limited, a company incorporated



by Respondent No.8, entered into a Concession Agreement dated 18.07.2022 for the development of the said Project. Subsequently, the site was handed over to the Concessionaire, Respondent No.7 on 18.07.2022, as per the terms of the Concession Agreement. It is submitted that the Concession Agreement clearly underlines the terms and conditions of the work awarded and the obligations of the said Respondent/Concessionaire. The copy of the Concession Agreement dated 18.07.2022 is annexed hereto as **Annexure "R-2"**.

7. It may be pertinent to mention herein, that in terms of the Concession Agreement, Respondent No.7 is under an obligation to comply with all the applicable laws and permits while undertaking the development Project awarded to them. It is submitted that Clause 5.1.4(e) of the Concession Agreement specifically stipulates the obligation of the concessionaire (Respondent No.7) to comply with all the applicable laws, including environmental laws and applicable permits, while performing its obligations under the Concession Agreement.



By the letter dated 20.02.2025, a copy of the complaint of the Applicants, namely, Sh. Renu Bala and Sh. Satish Kumar Goyal, alleging construction being carried out at the site in question by the Concessionaire, before obtaining Environmental Clearance and Consent to Establish from the concerned authorities, was forwarded to the answering Respondent by the Ministry of Environment, Forest and Climate Change, Govt. of India ("MoEF&CC"). The said complaint was forwarded to Respondent No.7, vide letter

dated 24.03.2025, bearing no. F2 (11) Sports Divn.1/DDA/A/DWK/2022-23/464 requesting Respondent No.7 to submit its reply on the complaint, within a period of three days. A copy of the said letter dated 24.03.2025 is annexed hereto as Annexure "R-3".

9. Respondent No.7 submitted its detailed reply to the complaint vide letter dated 31.03.2025, bearing no. DEL/25/MAR/186/4058. The said Respondent, under its reply, whilst denying the allegations as baseless and submitted with ulterior motives, *inter alia*, stated that necessary permissions already stood applied for and further that deemed environment clearance had also been received. It was further stated that there is no violation of any law or provision thereof, as applicable to the Project. A copy of the said letter dated 31.03.2025 is annexed hereto as Annexure "R-4".

10. In view of the aforesaid submissions, the Original Application, being void of merits, is liable to be dismissed. The answering Respondent is accordingly refraining from filing a para-wise reply to the above Application. The answering Respondent, however, craves leave and liberty of this Hon'ble Tribunal to file a further detailed Affidavit, if so deemed necessary and directed by this Hon'ble Tribunal.



Sid Jank
18/09/2025
DEPONENT

VERIFICATION:

Verified at Delhi on this 18th Day of September, 2025 that the contents of the above Affidavit are true and correct to my

knowledge based on the records of the Delhi Development Authority. No part of it is false, and nothing material has been concealed therefrom.

Siddhant
17/09/2024
DEPONENT

[Signature]
I Identified the deponent/executant who has signed in my presence



CERTIFIED I HAVE IDENTIFIED
Shri/Smt/Kn. *[Signature]*
S/o.W/o.D/o on *[Signature]*
Identified by Shri/Smt. *[Signature]*
has solemnly affirmed before me at Delhi
on **18 SEP 2025** that the contents of the affidavit which have been
read over & explained to him/her are true & correct
to his/me knowledge

[Signature]
Notary Public, Delhi
18 SEP 2025

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No. F2(11)/Sports Divn-1/DDA/A/DWK/2022-23/ 8-8

Date: 19/5/2022

To,

OMAXE LIMITED

Corporate Office:

7, Local Shopping Centre.

Kalkaji, New Delhi-110019

Subject: Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer ("DBFO") Basis.**Letter of Award**

1. We refer to the Bid dated 10.03.2022 including the Financial Bid submitted by you in response to our Request for Proposal (RFP) vide no. F.2(11) Sports Divn-1/DDA/A/DWK/2021-22/494 dated 26.11.2021 and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Competent Authority of DDA and you are being issued this Letter of Award subject to the following terms and conditions:
- As per your Financial Bid dated 10.03.2022, the Concession Premium shall be Rs. 18.00 Crore (Rupees Eighteen Crore only) and shall be payable in accordance with the Bidding Documents and revisions thereof.
 - You, as the "Selected Bidder", shall provide the following within 45 (forty-five) days of the issue of this "Letter of Award":
 - Performance Security of Rs. 10,50,00,000 (Rupees Ten Crore Fifty Lakh Only) in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank and payable at New Delhi. The Performance Security shall be in favour of "Delhi Development Authority". The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).
 - Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.
 - Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.

For Worldstreet Sports Center Limited

Authorized Signatory

Page 1 of 2

7

A
EE

**DELHI DEVELOPMENT AUTHORITY**

Agreement No.	:	08 /EE/Sports Division-1/DDA/A/2022-23
RFP No.	:	01/EE(P)/CE(Sports)/DDA/2021-22.
Name of work	:	Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi On Design, Build, Finance, Operate and Transfer (DBFOT) Basis.
Name of Agency & Address	:	OMAXE LIMITED Corporate Office: 7, Local Shopping Centre, Kalkaji, New Delhi- 110019.
Estimated Project Cost	:	Rs. 350,00,00,000/- (Approx.) (Rs. Three hundred fifty crore)
Premium quoted by the Agency	:	Rs. 18.00 Crore (Rs. Eighteen Crore) per annum on recurring basis.
Performance Guarantee	:	Rs. 10,50,00,000/- (Rs. Ten crore fifty lakh only) (Deposited in the shape of Bank Guarantee)
Time Allowed to Complete the Sports Facilities	:	03 (Three) Years
Concession Period	:	30 (Thirty) Years
Lease period for built-up commercial components	:	99 (Ninety-nine) Years

Certified that this Original Agreement contains pages 1 to 394 which includes the following:

1. Affidavit (Article 5 General Agreement)
2. Letter of Award (Dt. 19.05.2022)
3. Corrigendum (Six Nos.)
4. Volume -1 (Request for Proposal),
5. Volume -2 (Concession Agreement)
6. SPV (Incorporated by OMAXE LIMITED for this Project)

For Worldstreet Sports Center Limited

Authorised Signatory

Worldstreet Sports Center Limited
(SPV incorporated by OMAXE LIMITED
For this Project)

Executive Engineer
Sports Division No-1
Delhi Development Authority



DELHI DEVELOPMENT AUTHORITY

Agreement No.	: RFP No. 01/EE(P)/CE(Sports)/DDA/2021-22.
Name of work	: Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi On Design, Build, Finance, Operate and Transfer (DBFOT) Basis.
Name of Agency	: OMAXE LIMITED Corporate Office: 7, Local Shopping Centre, Kalkaji, New Delhi- 110019.
Estimated Project Cost	: Rs. 350,00,00,000/- (Approx.) (Rs. Three hundred fifty crore)
Premium quoted by the Agency	: Rs. 18.00 Crore (Rs. Eighteen Crore) per annum on recurring basis.
Performance Guarantee	: Rs.10,50,00,000/- (Deposited in the shape of Bank Guarantee)
Time Allowed to Complete the Sports Facilities	: 03 (Three) Years
Concession Period	: 30 (Thirty) Years
Lease period for built-up commercial components	: 99 (Ninety-nine) Years

Certified that this Original Agreement contains the following:

1. RFP Volume-1 - Page 1 to 68 (One to Sixty-eight)
2. RFP Volume-II (Concession Agreement & Schedules)- Page 1 to 282 (One to Two Hundred Eighty-Two)
3. Corrigendum – 6 (Six)

For Worldstreet Sports Center Limited

Authorised Signatory

(Worldstreet Sports Center Limited)
SPV incorporated by OMAXE LIMITED
For this Project

Executive Engineer
Sports Division No-1
Delhi Development Authority

Worldstreet Sports Center Limited

Date: 14/08/2021

-2-

Whereas the OMAXE LIMITED has submitted tender for "Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi On Design, Build, Finance, Operate and Transfer (DBFOT) Basis." and the same has been accepted by the Delhi Development Authority on the terms and conditions of the tender here to and with letter of acceptance dated 23.05.2022 submitted by OMAXE LIMITED.

NOW THIS DEED WITNESS AS UNDER

That the terms and conditions contained in the tender form and the conditions of the Concession Agreement attached to this deed and also the letter dated 23.05.2022 of acceptance of Letter of Award issued by Delhi Development Authority to OMAXE LIMITED.

Now witnesses where of the Delhi Development Authority and M/s Worldstreet Sports Center Limited have on this 18th day of July, 2022 affixed their signatures.

For Worldstreet Sports Center Limited

Authorised Signatory
(Worldstreet Sports Center Limited)
 SPV incorporated by OMAXE LIMITED
 For this Project


Executive Engineer
Sports Division No-1
Delhi Development Authority

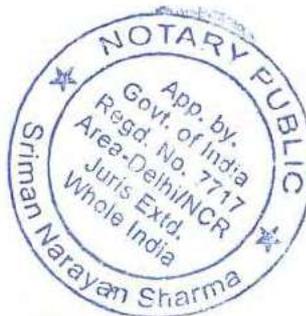
Attested True copy

Executive Engineer
 Sport Division-1/DDA
 Siri Fort Sport Complex
 New Delhi - 110049

ATTESTED

NOTARY PUBLIC

18 JUL 2022



DELHI DEVELOPMENT AUTHORITY
(SPORTS ZONE)

APPENDIX VI

(Refer Clause 3.8.4)

No. F2(11)/Sports Divn-1/DDA/A/DWK/2022-23/ 86

Date: 19/5/2022

To,

OMAXE LIMITED

Corporate Office:

7, Local Shopping Centre,

Kalkaji, New Delhi-110019

Subject: Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer ("DBFOT") Basis.

Letter of Award

1. We refer to the Bid dated 10.03.2022 including the Financial Bid submitted by you in response to our Request for Proposal (RFP) vide no. F.2(11) Sports Divin-1/DDA/A/DWK/2021-22/494 dated 26.11.2021 and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Competent Authority of DDA and you are being issued this Letter of Award subject to the following terms and conditions:
- As per your Financial Bid dated 10.03.2022, the Concession Premium shall be Rs. 18.00 Crore (Rupees Eighteen Crore only) and shall be payable in accordance with the Bidding Documents and revisions thereof.
 - You, as the "Selected Bidder", shall provide the following within 45 (forty-five) days of the issue of this "Letter of Award":
 - Performance Security of Rs. 10.50.00.000 (Rupees Ten Crore Fifty Lakh Only) in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank and payable at New Delhi. The Performance Security shall be in favour of "Delhi Development Authority". The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).
 - Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.
 - Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.

[Handwritten Signature]
Director

[Handwritten Signature]
EE

[Handwritten Signature]

**DELHI DEVELOPMENT AUTHORITY
(SPORTS ZONE)**

- c. The SPV shall sign the Concession Agreement with the Authority subsequent to the fulfilment of terms stated in Paragraph 2 (b) of the LOA and in accordance with the terms and conditions of the Bidding Documents. You/SPV shall ensure that the Agreement is signed not later than 60 (sixty) days from the issuance of this "Letter of Award". You/SPV shall incur the duties, levies and taxes applicable for the execution of the Agreement.
- d. You/SPV shall comply with all the terms and conditions of the Bidding Documents.
3. It may kindly be noted that prior to execution of Concession Agreement no press release/press conference/media announcement / digital media and any kind of advertisement in respect of this project shall not be undertaken by you without the permission of the authority (DDA). It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to convey in writing, your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

Vigal 6
17/5/22
**Executive Engineer
(Sports Division 1)
Delhi Development Authority**

N.O.O.

Copy to:-

1. Commissioner (Sports) , Vikas Sadan, New Delhi
2. Project Director (Sports), DDA
3. FO to CE(Project)/DDA
4. Secretary/ CRB . Vikas Minar DDA
5. All EE's /DDA
6. Sr. A.O/CAU (Sports) DDA
7. Dy. Director System, DDA with the request to kindly e-mail the same at the DDA web site.
8. Sr. A.O (Works)-II/DDA
9. All AE's, AE(P) & AAO Sports Division-1/DDA
10. Income Tax Officer, ITO building, Room No. 225, 2nd Floor , New Delhi.
11. Labour Commissioner. 15. Rajpura Road. New Delhi.
12. Asst. Commissioner (Work Contract Cell) Room No. 501, Bikrikar Bhawan, New Delhi.
13. Delhi Contractor Welfare Association, 306, Masjid Moth, NDSE, Part- II, New Delhi.
14. Head Clerk, Sports Division-1/DDA
15. Guard File

From **Midstreet Sports Center Limited**

Vigal 6
19/5/22
**Executive Engineer
(Sports Division 1)
Delhi Development Authority**

*Recd
Original
Signature
19/5/22
PAC THE RISCO
SIGNATORY*

(278)

DELHI DEVELOPMENT AUTHORITY
 Executive Engineer, Sports Division-1
 Siri Fort Sports Complex, New Delhi-110049
 Phone: 011-26494208,
 E-mail: eesportsdivision1@gmail.com

No. F2(11)/Sports Divn.-1/DDA/A/SFSC/2021-22/ 732

Date:- 7/3/2022

CORRIGENDUM-6

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

RFP No : 01/RFP/AE(P)/EE/Sports Divn-1/DDA/2021-22

The following modification is made in the RFP document of above stated work:

S. No.	Reference	Description as per RFP	Modified as under
1	Volume -II Concession Agreement, Schedule-T- Lease Deed, Recital, Paragraph 1 Page No.268	WHEREAS the lessee has vide the Concession Agreement dated _____ (hereinafter "Concession Agreement") granted Development Rights to _____ (the Concessionaire herein) to implement the Project at Site, involving development, financing, design, construction, operation and maintenance of the Project on the Design-Build-Finance-Operate-Transfer Basis (DBFOT) and the charging, demanding, collection, retention and appropriation of Fee/ user charges from the Users in accordance with the provisions of the Concession Agreement.	WHEREAS the Lessor has vide the Concession Agreement dated _____ (hereinafter "Concession Agreement") granted Development Rights to _____ (the Concessionaire herein) to implement the Project at Site, involving development, financing, design, construction, operation and maintenance of the Project on the Design-Build-Finance-Operate-Transfer Basis (DBFOT) and the charging, demanding, collection, retention and appropriation of Fee/ user charges from the Users in accordance with the provisions of the Concession Agreement.

However, all other Terms & Conditions of the RFP & Concession Agreement shall remain unchanged

N.O.O.

Copy to:

1. Project Director (Sports) for kind information.
2. AE(P)/Sports Divn-1.

16/3/22
 Executive Engineer
 Sports Division-1/DDA
 o/c

16/3/22
 Executive Engineer
 Sports Division-1/DDA
 o/c

For Worldstreet Sports Center Limited

Authorised Signatory

EE

DELHI DEVELOPMENT AUTHORITY
Executive Engineer, Sports Division-1
Siri Fort Sports Complex, New Delhi-110049
Phone: 011-26494208,
E-mail: eesportsdivision1@gmail.com

No. F2(11)/Sports Divn-1/DDA/DWK/2021-22/ 724

Date: - 03/03/2022

CORRIGENDUM -5

Name of Work : Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on Design, Build, Finance, Operate and Transfer (DBFOT) Basis.
RFP No : 01/RFP/AE(P)/EE/Sports Divn-1/DDA/2021-22

On the request of some intending participants the date of submission and opening of technical bid in respect of above-mentioned RFP is extended from 03.03.2022 & 04.03.2022 respectively to 10.03.2022 & 11.03.2022 respectively.

However, all other Terms & Conditions of the RFP & Concession Agreement shall remain unchanged.

Enclosure: As stated above.

N.O.O.

Copy for kind information to:

1. Chief Engineer (Sports).
2. Project Director (Sports).
3. SE (Elect.)/ Project & Sports.

For Worldstreet Sports Center Limited

[Handwritten Signature]

Authorised Signatory

6/3/22
Executive Engineer
Sports Division-1
s/c

A

6/3/22
EE/Sports Division-1
s/c

DELHI DEVELOPMENT AUTHORITY
 Executive Engineer, Sports Division-1
 Siri Fort Sports Complex, New Delhi-110049
 Phone: 011-26494208,
 E-mail: eesportsdivision1@gmail.com

No. F2(11)/Sports Divn-1/DDA/A/DWK/2021-22/ 672

Date: - 14/02/2022

CORRIGENDUM -4

Name of Work : Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on Design, Build, Finance, Operate and Transfer (DBFOT) Basis.
 RFP No : 01/RFP/AE(P)/EE/Sports Divn-1/DDA/2021-22

On the request of some intending participants the date of submission and opening of technical bid in respect of above-mentioned RFP is extended from 17.02.2022 & 18.02.2022 respectively to 03.03.2022 & 04.03.2022 respectively.

However, all other Terms & Conditions of the RFP & Concession Agreement shall remain unchanged.

For Worldstreet Sports Center Limited
 Agreed
 Authorised Signatory

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 14.2.22
 Executive Engineer
 Sports Division-1

A
 EE

DELHI DEVELOPMENT AUTHORITY
 Executive Engineer, Sports Division-1
 Siri Fort Sports Complex, New Delhi-110049
 Phone: 011-26494208,
 E-mail: eesportsdivision1@gmail.com

No. F2(11)/Sports Divn-1/DDA/ADWK/2021-22/ 644

Date: - 04/02/2022

CORRIGENDUM -3

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

RFP No : 01/RFP/AE(P)/EE/Sports Divn-1/DDA/2021-22

Some modifications are made in the RFP of above stated work as per Annexure- "A" attached.

However, all other Terms & Conditions of the RFP & Concession Agreement shall remain unchanged.

Enclosure: Annexure- "A" as stated above.

lg
4/2/22
Executive Engineer
Sports Division-1

g/c

N.O.O.

Copy for kind information to:

1. Chief Engineer (Sports).
2. Project Director (Sports).
3. SE (Elect.)/ Project & Sports.

lg
4/2/22
EE/Sports Division-1

g/c

Signature
For Worldstreet Sports Center Limited

Authorised Signatory

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Work : - Request for Proposal for Development of Integrated Multi- Sports Arena at Sector 19-B, Dwarka, New Delhi on Design, Build, F and Transfer (DBFOT) basis
 :- 01/RFP/AE/PJ/EESports Divn.-1/DDA/2021-22

Reference	As per RFP	Clause modified as under
RFP-Volume-1 Clause: 1.1.1, Page No. 9	The Executive Engineer (Sports Division-1), Delhi Development Authority hereby requests bids from interested, qualified and eligible bidders (the "Bidder(s)") for the Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis (the "Project"). The land for the Project admeasures approximately 53.52 acres and is owned by the Authority. A plan of the land located at Sector 19-B, Dwarka, New Delhi (the "Site"), is attached as an annexure to the Draft Concession Agreement (Volume II of the RFP). The land use designated for the site is PSP3 as per the Master Plan for Delhi 2021 and the proposed development shall be required to adhere the development controls of DDA.	The Executive Engineer (Sports Division 1), Delhi Authority hereby requests bids from interested, qualified bidders (the "Bidder(s)") for the Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer ("DBFOT") basis (the "Project"). The land admeasures approximately 50.40 acres and is owned by the Authority. A plan of the land located at Sector 19-B, Dwarka (the "Site"), is attached as an annexure in Agreement (Volume II of the RFP). The land use designated for the site is PSP3 as per the Master Plan for Delhi 2021 and the proposed development shall be required to adhere the development controls of DDA.
RFP- Volume -1 Clause: 1.3, Page No. 12 85	Schedule of Bidding Process	For the avoidance of doubt, Schedule of Bidding Process referred as below:

Sl. No.	Event Description	Date
1.	Invitation of RFP / RFP Advertisement	26-11-2021
2.	Release of RFP document	26-11-2021
3.	Last date for receiving queries	08-12-2021
4.	Pre-Bid meeting 1 at venue mentioned at Clause 2.11.4	13-12-2021
5.	Authority response to queries latest by	-
6.	Pre-Bid meeting 2 at venue mentioned at Clause 2.11.4 (optional)	NA
7.	Bid Due Date	17-02-2022 hours
8.	Physical Submission of Technical Bid	17-02-2022 hours
9.	Opening of Technical Bids at venue provided in Clause 2.11.4	18-02-2022
10.	Declaration of qualified Eligible Bidders	Will be in
11.	Opening of Financial Bid	Will be in
12.	Validity of Bid	120 day Date
13.	Signing of Agreement	Within 6 of LOA

For Worldstreet Sports Center, Limited
 Director
 Authorised Signatory

(17)

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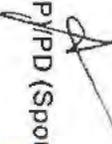
RFP -Volume -I Clause 2.11.1, Page No. 24	Financial Bid (j) As per format provided in the e-tendering portal	Financial Bid As per format provided in the e-tendering portal.
RFP -Volume -I Clause 2.11.2 (d) Page Number 25	(d) Bid Security Declaration in the format at Appendix-II from a Scheduled Bank.	(d) Bid Security Declaration in the format at Appendix-II from a Scheduled Bank.
RFP -Volume -I Clause 2.12.1, Page No. 25	Technical Bid including the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal https://eprocure.gov.in/eprocure/app on or before ***** hrs IST on *****. Documents listed at clause 2.11.2 of the RFP shall also be physically submitted on or before ***** hours IST on ***** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the employee of the Executive Engineer Authority at inward section at the office of Executive Engineer (Sports Division 1), Delhi Development Authority.	Technical Bid including the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal https://eprocure.gov.in/eprocure/app on or before ***** hrs IST on *****. Documents listed at clause 2.11.2 of the RFP shall also be physically submitted on or before 1530 hours IST on ***** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the employee of the Authority at inward section at the office of Executive Engineer (Sports Division 1), Delhi Development Authority.
RFP -Volume -I Clause 2.14.1.4, Page No. 26	The complete RFP can be viewed / downloaded by the Bidder from e-procurement portal of the Authority https://eprocure.gov.in/eprocure/app from ***** to ***** (up to *** Hrs. IST).	The complete RFP can be viewed / downloaded from e-procurement portal of the Authority https://eprocure.gov.in/eprocure/app from 26-11-2022 (up to 1530 Hrs. IST).
RFP -Volume -I Clause 2.14.2.3, Page No. 27	Bid must be submitted online only through e-procurement portal of the Authority https://eprocure.gov.in/eprocure/app using the digital signature of authorised representative of the Bidder on or before ***** (up to *** hours IST).	Bid must be submitted online only through e-procurement portal of the Authority https://eprocure.gov.in/eprocure/app using the signature of authorised representative of the Bidder on or before 17-02-2022 (up to 1530 hours IST).
RFP -Volume -I Clause 2.15.2, Page No. 27	The Authority shall open Technical Bids (Online and Physical) on ***** at ***** hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bids of only those bidders shall be opened online whose Technical Bids have been physically received. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.	The Authority shall open Technical Bids (Online and Physical) on 18-02-2022 at 1500 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Bids of only those bidders shall be opened online whose Technical Bids have been physically received. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.
RFP -Volume -I Clause 3.1.1, Page No. 30	The Authority shall open the Technical Bids received physically & online at ***** hours IST on ***** , at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.	The Authority shall open the Technical Bids received online at 1500 hours IST on 18-02-2022, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
RFP -Volume -I Appendix-II- Bid Security Declaration Form, Page No.57	(Refer Clause 1.2.4) We understand that, as per Clause 1.2.4 of RFP, bids must be supported by a Bid Security Declaration In lieu of Bid Security/ Earnest Money Deposit.	(Refer Clause 1.2.6) We understand that, as per Clause 1.2.6 of RFP, bids must be supported by a Bid Security Declaration In lieu of Bid Security/ Earnest Money Deposit.


For Worldstreet Sports Center Limited
 Digitally signed by For Worldstreet Sports Center Limited
 DN: cn=For Worldstreet Sports Center Limited, o=For Worldstreet Sports Center Limited, ou=For Worldstreet Sports Center Limited, email=for.worldstreet@sportscenterlimited.com, c=IN

(241)

<p>Volume -II, Concession Agreement Clause 34.1 Change in Law, Increase in Cost, Page No.107</p>	<p>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.</p>	<p>Typographical error corrected, as below: If as a result of Change in Law, the Concessionaire increase in costs or reduction in net after tax return financial burden, the aggregate financial effect of w the higher of Rs. 1 crore (Rupees one crore) and 2% of the total Annuity Payments in any Accounting Year Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the in the same financial position as it would have enjoyed been no such Change in Law resulting in increasee in return or other financial burden as aforesaid.</p>
<p>Concession Agreement - Volume-II Clause 36.2.3, Page 113</p>	<p>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.</p>	<p>The Concessionaire shall be allowed to pre-book t commercial space to potential buyers at his own risk and no obligations / liability to DDA and subject to comm RERA guidelines. The Concessionaire shall indemnify liability on this account.</p>
<p>Concession Agreement - Volume-II Schedule -A Page No. 140 and 141</p>	<p>Table with Area Break up to be referred. S.No.4, Proposed Ground Coverage of Integrated Multi-Purpose Sports Arena, Allowable 10.</p>	<p>Table with Area Break up to be referred. S.No.4, F Coverage of Integrated Multi-Purpose Sports Aren and area is 49722. 10 Sqm. This is same as given in page 140 in Schedule A Present FAR: 0.4 and Ground Coverage: 20%</p>
<p>Order BOQ for BOQ for Financial Bid</p>	<p>Refer online BOQ format on e-tendering portal Section for Name of the Bidder/Bidding Firm/Company</p>	<p>Section for Name of the Bidder/Bidding Firm/Com revised as Name of the Bidder/Bidding Firm/Company/ Cons of the bid (the Annuity or the Concession Premium It is further clarified that nature of the Bid should a specified in this section along with name of the Bid in the same cell, as the "Annuity" or the "Concess words. The bid shall be summarily rejected, if the nature specified in this section, as mentioned above. It is further clarified that "the "Annuity" or the "Con amount quoted by the Bidder in the Financial Bid annual recurring amount.</p>

All intending bidders are advised to upload their bids after perusing all corrigendum issued time to time in r/o above tender. All other clauses and shall remain unchanged. The above corrigendum shall form part of RFP.

EE (PPD (Sports))  Project Director (Sports)
For Worldstreet Sports Center Limited

 Project Director (Sports)
For Worldstreet Sports Center Limited

EE

Chief Engineer (Sports)

DELHI DEVELOPMENT AUTHORITY
Executive Engineer, Sports Division-1
Siri Fort Sports Complex, New Delhi-110049
Phone: 011-26494208,
E-mail: eesportsdivision1@gmail.com

No. F2(11)/Sports Divn-1/DDA/A/DWK/2021-22/563

Date: - 07.01.2022

CORRIGENDUM -2

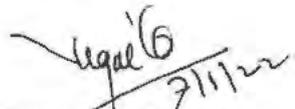
Name of Work : Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on Design, Build, Finance, Operate and Transfer (DBFOT) Basis.

RFP No : 01/RFP/AE(P)/EE/Sports Divn-1/DDA/2021-22

On the request of some intending participants the date of submission and opening of technical bid in respect of above-mentioned RFP is extended from 17.01.2022 & 18.01.2022 respectively to 17.02.2022 & 18.02.2022 respectively.

However, all other Terms & Conditions of the RFP & Concession Agreement shall remain unchanged.

Enclosure: As stated above.


Executive Engineer
Sports Division-1


For Worldstreet Sports Center Limited

Authorized Signatory


EE

DELHI DEVELOPMENT AUTHORITY
 Executive Engineer, Sports Division-1
 Siri Fort Sports Complex, New Delhi-110049
 Phone: 011-26494208,
 E-mail: eesportsdivision1@gmail.com

No. F2(11)/Sports Divn-1/DDA/DWK/2021-22/ 583

Date: - 7/1/2022

CORRIGENDUM -1

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

RFP No : 01/RFP/AE(P)/EE/Sports Divn-1/DDA/2021-22

On the request of some intending participants the date of submission and opening of technical bid in respect of above-mentioned RFP is extended from 17.01.2022 & 18.01.2022 respectively to 17.02.2022 & 18.02.2022 respectively.

However, all other Terms & Conditions of the RFP & Concession Agreement shall remain unchanged.

Enclosure: As stated above.

Vijay K
 7/1/22
 Executive Engineer
 Sports Division-1

[Signature]
 For Worldstreet Sports Center Limited
 Authorised Signatory

[Signature]
 EE

DELHI DEVELOPMENT AUTHORITY
 OFFICE OF THE EXECUTIVE ENGINEER /SPORTS DIVN.1
 SIRI FORT SPORTS COMPLEX, NEW DELHI -110049
 Phone: 011- 43177622; e-mail: eesportsdivision1@gmail.com

No. F1(01) Sports Divn-D) DDA/2021/516

Dated: 07/12/2021

CORRIGENDUM

PRE-BID MEETING NOTICE

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

Ref: RFP No.01/EE(P)/CE(Sports)/DDA/2021-22

A Webex Pre-bid Meeting, with Access code: 2510 661 5884 Meeting password: 12345 on the following link:

<https://dda.webex.com/dda/j.php?MTID=m82f9132dfcf6db461d3c0a9f1f14639>

is scheduled to be held as per RFP Document on 13.12.2021 (Monday) at 11:00 AM.

All the intending bidders are requested to join the Pre-Bid meeting on the above link.

16
 7/12/21
 EE/Sports Divn.1

Copy to: -

1. CE(Sports); for kind information.

/
 EE/Sports Divn.1

For Worldstreet Sports Center Limited

Authorized Signatory



DELHI DEVELOPMENT AUTHORITY

Volume-I

Request for Proposal

**Development of Integrated Multi-Sports Arena at Sector 19-B,
Dwarka, New Delhi**

On

Design, Build, Finance, Operate and Transfer (DBFOT)Basis

Issued by:

Executive Engineer (Sports Division 1)

Delhi Development Authority (DDA)

Siri Fort Sports Complex, New Delhi – 110049

Telephone No - +91-11-43177622

Website: dda.org.in

E-mail: eesportsdivision1@gmail.com

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

For Worldstreet Sports Center Limited

Concessionaire

EE/Sports Divn-1

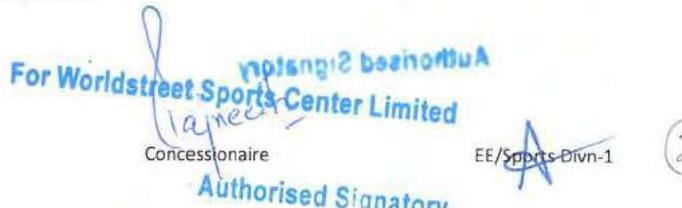
Authorized Signatory

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DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

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Corrections.....NIL	
Correction Slips.....NIL	
Over Writing.....NIL	
Deletions.....NIL	


 For Worldstreet Sports Center Limited
 Concessionaire
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EE/Sports Divn-1

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

EE/Sports Divn-1

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DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

Delhi Development Authority
Sports Division 1
Siri Fort Sports Complex, New Delhi -110049
website: dda.org.in
Ph No. – +91-11-41637700

RFP No. 01/EE(P)/CE(Sports)/DDA/2021-22

REQUEST FOR PROPOSALS (RFP)
(E-Tendering mode only)

The Executive Engineer/Sports Division-1 at Siri Fort Sports Complex, New Delhi-110049 on behalf of Delhi Development Authority (DDA) invites online bids i.e., separate Technical and Financial Bids, from interested and eligible bidders for the work Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis as per the details and conditions given below. For eligibility criteria, mode of payment of Earnest Money through RTGS/NEFT and other details of tender, visit the website www.dda.org.in or <https://eprocure.gov.in/eprocure/app>. For assistance on e-tendering please contact EE concerned or M/s NIC on email cppc-nic@nic.in or 24x7 helpline number 0120-4001002, 01204001005 or email ID support-eproc@nic.in.

Sr. No.	Item	Particulars
1.	Mode of Tendering	E-Tendering
2.	E-Tendering Website	https://eprocure.gov.in/eprocure/app
3.	E-tendering Fee	Rs.59,000/- (50,000 + 18% GST) (Rupees Fifty-Nine thousand) (non-refundable)
5.	EMD/Bid Security	<ul style="list-style-type: none"> ➤ EMD: Rs.3,60,00,000/- (Rupees Three Crore sixty lakh only). Exempt in case of submission of Bid Security Declaration. ➤ Bid Security Declaration to be submitted in lieu of Bid Security amount of Rs.3,60,00,000/- (Rupees Three Crore sixty lakh only)
6.	Date and Time for issue of RFP Document	26.11.2021
7.	Last date for submission of written Queries via email by Bidders	08.12.2021 to (email ID: eesportsdivision1@gmail.com)
8.	Date of Pre-Bid Conference 1	13.12.2021 at 11.00 am in Conference Hall of the office of Chief Engineer (Sports) at Siri Fort Sports Complex, New Delhi-110049.
9.	Date of Pre-Bid Conference 2 (Optional to be decided by Authority)	In case the Authority feels the necessity for a second pre bid conference it may call for the same the date and time will be intimated via the e-tendering portal. Option for participating in the pre-bid conference via Video Conferencing shall be made available to Bidders. The link for the same shall be made available on specific request made by the Bidder.

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

For Worldstreet Sports Center Limited

Concessional

Authorised Signatory

EE/Sports Divn-1

(30)

10.	Date and Time for online submission of Bids (Bid Due Date)	17.01.2022 up to 1530 hours
11.	Date and Time for Physical submission of Bids (Bid Due Date)	17.01.2022 up to 1530 hours
12.	Date and Time for opening of Technical Bid	18.01.2022 at 1500 hours
13.	Date and Time for opening of Financial Bid	Date and Time shall be communicated to the technically qualified bidders
14.	Contact details	Executive Engineer (Sports Division 1) Delhi Development Authority (DDA) Siri Fort Sports Complex, New Delhi – 110049 Telephone No - +91-11-43177622 Website: dda.org.in E-mail: eesportsdivision1@gmail.com

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

EE/Sports Divn-1

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DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Delhi Development Authority (hereinafter referred as the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

EE/Sports Divn 1

DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

[Handwritten Signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

[Handwritten Signature]
EE/Sports Divn-1

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Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

GLOSSARY

Annuity	As defined in Clause 1.2.8
Associate	As defined in Clause 2.1.18
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in the Disclaimer
Bidder(s)	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Concession Premium	As defined in Clause 1.2.8
Concession	As defined in Clause 1.1.5
Concession Agreement or Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Damages	As defined in Clause 2.2.1(c)
Estimated Project Cost	As defined in Clause 1.1.4
Financial Capacity	As defined in Clause 2.2.2 B
Government or GoI	Government of India
Highest Bidder	As defined in Clause 1.2.6
Indoor Stadium	As defined in Clause 1.1.3
LOA	As defined in Clause 3.8.4
Mandatory Facilities	As defined in Clause 1.1.3
OECD	Organisation for Economic Co-operation and Development
Outdoor Stadium	As defined in Clause 1.1.3
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.8.1
Technical Capacity	As defined in Clause 2.2.2 A

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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

For Worldstreet Sports Center Limited

 Concessionaire
 Authorised Signatory
 EE/Sports Divn-1

SECTION 1. INTRODUCTION

1.1. Background

- 1.1.1. The Executive Engineer (Sports Division 1), Delhi Development Authority hereby requests bids from interested, qualified and eligible bidders (the “**Bidder(s)**”) for the Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis (the “**Project**”). The land for the Project admeasures approximately 53.52 acres and is owned by the Authority. A plan of the land located at Sector 19-B, Dwarka, New Delhi (the “**Site**”), is attached as an annexure to the Draft Concession Agreement (Volume II of the RFP). The land use designated for the site is PSP3 as per the Master Plan for Delhi 2021 and the proposed development shall be required to adhere the development controls of DDA.
- 1.1.2. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the Concession Agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Concession Agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of work will broadly include master planning of the entire Site, designing, engineering, financing, procurement and construction of the project including a set of Mandatory Facilities (the “**Mandatory Facilities**”); and operation & maintenance thereof during the entire Concession Period of 30 (thirty) years (which shall include the Construction Period) as more particularly set out in terms of the Concession Agreement and its schedules, till the expiry of Concession Period. The Mandatory Facilities would include a cohesive development of :
- (i) Minimum 30000 seating capacity International Cricket cum Football Stadium/ Football Stadium. (the “**Outdoor Stadium**”);
 - (ii) Indoor Multi-Sports facilities with 2000 seating capacity (“**Indoor Sports Facility**”);
 - (iii) Membership based Sports club with minimum 3000 membership. Other Sports Facility can be part of Club House amenities (“**Sports Club**”)
 - (iv) Facility should include but not limited to Swimming Pool, Tennis, Badminton, Squash, Table Tennis other than main stadium (“**Other Sports Facility**”); and

All Sports Facilities developed on the Site should be 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 (“**Pay and Play Facilities**”). The allocation of capacity for Pay and Play Facilities can be done either by allocating turfs of prespecified time slots.

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

For Worldstreet Sports Center Limited

Concessionaire

EE/Sports Divn-1

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Authorised Signatory

DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

The Concessionaire is allowed, as per the terms of the Concession Agreement, 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 as permissible under applicable laws and development control regulations. To facilitate the development of Commercial Facilities, the Authority shall provide leasehold rights for a period of 99 (ninety-nine) years on the developed Commercial Facilities. The terms and condition of the said lease are provided in the Lese Deed (Schedule-T) that forms part of the Concession Agreement.

- 1.1.4. The estimated cost of the Mandatory Facilities (the "**Estimated Project Cost**") has been projected as Rs 350 crores (Rupees three hundred fifty crores). The assessment of actual costs, however, will have to be made by the Bidders. The Authority shall pay a capital grant (the "**Grant**") of amount Rs. 70 Crores (Seventy Crore Only) as financial support to the Concessionaire during the Construction Period. The Grant will be disbursed as per the terms of the Concession Agreement.
- 1.1.5. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").
- 1.1.6. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2. Brief description of Bidding Process

- 1.2.1. The Authority has adopted a single stage e-tendering process (referred to as the "**Bidding Process**") for selection of the Bidder as Concessionaire for award of the Concession to undertake the Project. Prior to the Bid, the Bidder shall pay to the Authority a sum of Rs 59,000/- (Rupees fifty-nine thousand) towards e-tendering fee to be deposited with CRB, Cell of DDA. The Eligibility and qualification of the Bidder will be first examined based on the details submitted in the Technical Bid with respect to eligibility, qualifications and responsiveness criteria prescribed in this RFP. The online Financial Bid shall be opened of only those Bidders whose Technical Bids

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Corrections.....NIL
Correction S'ips.....NIL
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are determined responsive and meet eligibility and qualifications requirements as per this RFP.

- 1.2.2. Requisite e-tendering fee as stated above payable to the CRB, DDA shall be in form of pay order /bank demand draft payable in Delhi in the name of "PAO, Engineering Wing, DDA, Vikas Minar, New Delhi". A letter on firm's letter head enclosing the demand/pay order and addressed to "The Secretary CRB, 1st Floor, Vikas Minar, DDA, New Delhi, shall be submitted to contractor's Registration Board, 1st Floor, Vikas Minar, DDA, IP Estate, New Delhi-110 001 in duplicate and acknowledge stamped copy of the letter shall be uploaded in the tender as proof of registration with the CRB, DDA.
- 1.2.3. In case of deposit of earnest money i.e. Rs.3,60,00,000/- (Rupees Three Crore sixty lakh only) the same shall be deposited in the account of A.O./CAU (sports) in the form of RTGS only having Bank details as under:
Name of Bank: Kotak Mohindra Bank
Branch Name: Gulmohar Park, New Delhi-110049
Account No. 1614159849
- 1.2.4. Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the Bid Due Date.
- 1.2.5. RFP and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.2.6. A Bidder is required to submit, along with its Bid, a Bid Security Declaration (the "**Bid Security Declaration**"), as per format provided in Appendix-II. The Bid shall be summarily rejected if it is not accompanied by the Bid Security Declaration.
- 1.2.7. Generally, the Highest Bidder shall be the Selected Bidder. In the event that Highest Bidder withdraws or is not selected for any reason, the Authority shall annul the Bidding Process and initiate a fresh bidding process at its discretion.
- 1.2.8. Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for undertaking the Concession including implementation of the Project.
- 1.2.9. As part of the Bidding Documents, the Authority is also providing a draft Concession Agreement that contains terms and conditions pertaining/ relevant to the Project.
- 1.2.10. Bids are invited for the Project on the basis of the highest recurring premium (the "**Concession Premium**") or the lowest annuity (the "**Annuity**"), as the case may be, expressed in Indian Rupees. Accordingly, the Concessionaire [undertakes to pay to the Authority, a Concession Premium/ shall receive an Annuity from the Authority] as per the terms and conditions of the Concession Agreement. The Concession Period is predetermined, as indicated in the Concession Agreement. The Concession Premium/ Annuity shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Concession

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Premium or lowest Annuity. In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is quoting the highest Concession Premium or lowest Annuity, as the case may be. The Authority also reserves the right to reject the Highest bid or the bid submitted by the Highest Bidder.

- 1.2.11. The Concessionaire shall be entitled to levy and charge User Fee from users of the Project.
- 1.2.12. Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.
- 1.2.13. Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information: **RFP for Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT) basis.**

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP / RFP Advertisement	
2.	Release of RFP document	
3.	Last date for receiving queries	
4.	Pre-Bid meeting 1 at venue mentioned at Clause 2.11.4	
5.	Authority response to queries latest by	
6.	Pre-Bid meeting 2 at venue mentioned at Clause 2.11.4 (optional)	
7.	Bid Due Date	
8.	Physical Submission of Technical Bid	
9.	Opening of Technical Bids at venue provided in Clause 2.11.4	
10.	Declaration of qualified Eligible Bidders	Will be intimated later
11.	Opening of Financial Bid	Will be intimated later
12.	Validity of Bid	120 days from Bid Due Date
13.	Signing of Agreement	Within 60 days of Date of LOA

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SECTION 2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.
- 2.1.3. Intentionally left blank.
- 2.1.4. Notwithstanding anything to the contrary contained in RFP Volume I, the detailed terms specified in the draft Concession Agreement (RFP Volume II) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5. The Technical Bid shall be furnished in the format exactly as per Appendix-I.
- 2.1.6. The Bidder shall submit a Bid Security Declaration in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security Declaration in the format o provided in Appendix-II. The Bidders shall also submit proof of online payment of Rs.59,000 (Rupees fifty-nine thousand) towards e-tendering fee to be deposited with CRB, Cell of DDA.
- 2.1.7. The Bid shall be summarily rejected if it is not accompanied by the Bid Security Declaration.
- 2.1.8. The Bidder should submit a power of attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, who shall have highest equity share holding of the paid up and subscribed equity of the SPV, such Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV¹. In case the Bidder is a

¹ In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the format as Appendix-IV. The Lead Member should submit a power of Attorney as per the format in Appendix-III, authorising the signatory of the Application. Members of the Consartium need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.

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Corrections.....NIL
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Over Writing.....NIL
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Consortium, Joint Bidding Agreement in the format at Appendix V shall be submitted by the bidder.

- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12. The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders. and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13. This RFP is not transferable.
- 2.1.14. Any award of Concession to undertake the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15. Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- (a) Number of members in a consortium shall not exceed 3 (three);
 - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
 - (c) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have the highest share of the paid up and subscribed equity of the SPV subject to a minimum equity share holding of (twenty-six per cent). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
 - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - (e) an individual Bidder cannot at the same time apply as a member of a Consortium in response to this RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
 - (f) the members of a Consortium shall form an appropriate SPV to undertake the Project, if awarded to the Consortium;

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- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
- (i) convey the intent to form an SPV, solely for the purpose of this Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV;
 - (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the commercial operation date of the Project; and
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (h) except as provided under the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.16. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.17. A Bidder including any Consortium Member or Associate should, in the last 2 (two) years, have neither been blacklisted nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

2.1.18. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.4, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium

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Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). 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 50% (fifty per cent) of the voting shares of such person; or
- b) holding more than 50% (fifty per cent) of such person by virtue of an agreement;
- 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. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.19. The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.20. While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India;
- or
- (b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the

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Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) mrfq/16.04.2009 13 Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

- 2.1.21. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2. Eligibility and qualification requirements of Bidder

2.2.1. For determining the eligibility of Bidder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) The Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15.
- (c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to take action as per the Bid Security Declaration or claim an amount of Rs. 3,60,00,000 (Rupees three crore sixty lakh only) from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

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Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed capital: of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, its Member or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (vi) such Bidder, its Member or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) such Bidder, its Member or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project,

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Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of commercial operation of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- (d) A Bidder shall be liable for disqualification and action as per the Bid Security Declaration if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2. To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity (the “**Technical Capacity**”), the Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:
- (i) paid for, or received payments for, construction of Eligible Project(s) in Category 3 and/ or Category 4; and/ or
 - (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1; and/ or
 - (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1,

such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than 700 (seven hundred) (the “**Threshold Technical Capacity**”).

Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.4.1.

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- (B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 87,50,00,000 (Rupees eight-seven crore fifty lakh only) at the close of the preceding financial year².

In case of a Consortium, the combined Technical Capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

2.2.3. The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors stating the payments made/ received or works commissioned, as the case may be, during the past 7 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor; and
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure, earmarked reserves and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.3. Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

² In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

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2.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6. Verification and Disqualification

2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP, and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

For Worldstreet Sports Center Limited
[Signature]
Concessionaire
Authorised Signatory
[Signature]
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For Worldstreet Sports Center Limited

[Signature]
Authorised Signatory

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- 2.6.2. The Authority reserves the right to reject any Bid and take actions as specified in the Bid Security Declaration if:
- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.
- 2.6.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

B. DOCUMENTS

2.7. Contents of the RFP

- 2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Volume I: Invitation to Bidders

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I Letter comprising the Technical Bid including Annexure 1 to VI*
- II. Bid Security Declaration Form*
- III. Power of Attorney for signing of Bid*
- IV. Power of Attorney for Lead Member of Consortium*

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

For Worldstreet Sports Center Limited
Jayneesh
 Concessionaire
Authorised Signatory

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V. Joint Bidding Agreement for Consortium
VI. Format for Letter of Award

Volume II: Draft Concession Agreement

2.7.2. Any addendum or corrigendum provided by the Authority as part of the Bidding Process shall be deemed to be part of this RFP.

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. Clarifications issued by the Authority shall be valid only if issued by the Executive Engineer (Sports Division 1, Delhi Development Authority) or any other officer authorized by him.

2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addenda.

2.9.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

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

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C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security Declaration, proof of online payment of cost of RFP, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.2 of the RFP are received in hard copies.

2.10.2. The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11. Documents comprising Technical and Financial Bid

2.11.1. The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal <https://eprocure.gov.in/eprocure/app> comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (e) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (f) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 7 years.
- (g) Bid Security Declaration in the format at Appendix-II.
- (h) Copy of Proof of payment of Rs 59,000/- (Rupees fifty-nine thousand) towards e-tendering fee to be deposited with CRB, Cell of DDA
- (i) An undertaking from the person having POA referred to in Sub. Clause-(b) above that they agree and abide by the RFP uploaded by the Authority and amendments uploaded, if any.

Financial Bid

- (j) As per format provided in the e-tendering portal

2.11.2. In addition to the online submission, the Bidder shall submit one original set of the Technical Bid (together with copies of Forms/ Documents duly self-certified, required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL" and 1(one) copy of the Technical Bid, along with Documents, marked "COPY". In the event of any discrepancy between the physical submission and its online submission, the online submission shall prevail. Hard copies of the Technical Bids are to be submitted

AdditionsNIL
Corrections.....NIL
Correction Slips.....NIL
Over Writing.....NIL
Deletions.....NIL

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on or before Bid Due Date to the Authority. The Technical Bid, to be submitted physically, shall contain the following documents:

- (a) Original Power of Attorney for signing the Bid as per format at Appendix-III;
- (b) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (c) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (d) Bid Security Declaration in the format at Appendix-II from a Scheduled Bank.
- (e) Copy of Proof of Payment of online payment of Cost of Tender Document of Rs 59,000/- (Rupees fifty-nine thousand) towards e-tendering fee to be deposited with CRB, Cell of DDA
- (f) An undertaking from the person having power of attorney referred to in Sub. Clause-(a) above that they agree and abide by the RFP uploaded by the Authority and amendments uploaded, if any.
- (g) Original Statement of Legal Capacity as per format at Annexure V to Appendix I.
- (h) Signed copy of the RFP (including Volume I and Volume II), including any addendum, corrigendum or clarification thereto.

2.11.3. The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Technical Bid for the Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT) basis**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope. The Technical Bid should not contain any information pertaining to the Financial Bid, otherwise the Bid is liable to be rejected as per Clause 3.2.1.

2.11.4. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN. OF: Executive Engineer (Sports Division 1)
Delhi Development Authority (DDA)
Siri Fort Sports Complex, New Delhi – 110049
Telephone No - +91- 11-43177622
Website: dda.org.in
E-mail: eesportsdivision1@gmail.com

2.11.5. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.6. Bids submitted by fax, telex, or e-mail shall not be entertained and shall be summarily rejected.

2.12. Bid Due Date

2.12.1. Technical Bid including the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal <https://eprocure.gov.in/eprocure/app> on or before ***** hrs IST on *****. Documents listed at clause 2.11.2 of the RFP shall also be physically submitted on or before ***** hours IST on ***** at the address

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

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provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the employee of the Authority at inward section at the office of Executive Engineer (Sports Division 1), Delhi Development Authority.

2.12.2. The Authority may in its sole discretion extend the Bid Due Date by issuing an addendum in accordance with Clause 2.9 of the RFP

2.13. Late Bids

E-procurement portal <https://eprocure.gov.in/eprocure/app> shall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.2 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14. Procedure for e-tendering

2.14.1. Accessing/ Purchasing of RFP

2.14.1.1. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). In case the Bidder is an individual, it is allowed to use DSC in their personal capacity. The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the Bid shall be considered non-responsive.

2.14.1.2. To participate in the bidding, it is mandatory for the Bidders to get themselves/ their firm / Consortium registered with e-procurement portal of the Authority <https://eprocure.gov.in/eprocure/app> to have user ID & password for accessing the services of the e-tendering service provider.

2.14.1.3. If the individual / firm / Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the individual / firm / Consortium does not require a fresh registration.

2.14.1.4. The complete RFP can be viewed / downloaded by the Bidder from e-procurement portal of the Authority <https://eprocure.gov.in/eprocure/app> from ***** to ***** (up to *** Hrs. IST).

2.14.1.5. Intentionally Left Blank

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

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2.14.2. Preparation & Submission of Bids:

- 2.14.2.1. The Bidder may submit his Bid online following the instruction appearing on the screen.
- 2.14.2.2. The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Bid.
- 2.14.2.3. Bid must be submitted online only through e-procurement portal of the Authority <https://eprocure.gov.in/eprocure/app> using the digital signature of authorised representative of the Bidder on or before ***** (up to *** hours IST).

2.14.3. Modifications/ Substitution/ withdrawal of Bids

- 2.14.3.1. The Bidder may modify, substitute or withdraw its e-Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.
- 2.14.3.2. For modification of e-Bid, the Bidder has to detach its old Bid from e-procurement portal and upload digitally signed modified Bid. For withdrawal of Bid, the bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, the Bidder cannot re-submit e-Bid.

2.15. Online Opening of Bids.

- 2.15.1. Opening of Bids will be done through online process.
- 2.15.2. The Authority shall open Technical Bids (Online and physical) on ***** at **** hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bids of only those bidders shall be opened online whose Technical Bids have been physically received. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.16. Rejection of Bids

- 2.16.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

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

Clayner
For Worldstreet Sports Center Limited
 Concessionaire
Authorised Signatory

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2.17. Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20. Bid Security Declaration

2.20.1. The Bidder shall furnish as part of its Bid, a Bid Security Declaration referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the format provided in Appendix-II..

2.20.2. Intentionally left blank

2.20.3. Any Bid not accompanied by the Bid Security Declaration shall be summarily rejected by the Authority as non-responsive.

2.20.4. Intentionally left blank.

2.20.5. Intentionally left blank.

2.20.6. The Authority shall be entitled to seek Damages as specified in the Bid Security Declaration inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security Declaration shall be given to any Bidder.

2.20.7. Action as specified in the Bid Security Declaration shall be undertaken by the Authority without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

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

For Worldstreet Sports Center Limited
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- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (c) In the case of Selected Bidder, if it fails within the specified time limit –
- (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement.
- (d) The selected bidder having signed the Concession Agreement commits any breach prior to furnishing of the performance security

SE(P)/CE(Sports)

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

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SECTION 3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Technical Bids

- 3.1.1. The Authority shall open the Technical Bids received physically & online at **** hours IST on *****, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
- 3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2. Tests of responsiveness

- 3.2.1. As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
- Technical Bid is received online as per the format at Appendix-I including Annexure I to V;
 - Documents listed at clause 2.11.2 are received physically;
 - Technical Bid is accompanied by the Bid Security Declaration as specified in Clause 2.1.6 and 2.1.7;
 - Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
 - Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
 - Technical Bid contain all the information (complete in all respects);
 - Technical Bid does not contain any condition or qualification;
 - Technical Bid contains proof of online payment of Rs 59,000/- (Rupees fifty-nine thousand) towards e-tendering fee to be deposited with CRB, Cell of DDA
 - it is not non-responsive in terms hereof.
 - It does not contain any information that is likely to disclose the Bidders Financial Bid.

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

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3.2.2. The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3. Evaluation parameters

3.3.1. Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.3.2. The Bidder's competence and capability will be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

3.4. Eligible Experience for purposes of evaluation

3.4.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify and eligible experience for Technical Capacity (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.4.3 and 3.4.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in relevant sector that qualify under Clause 3.4.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.4.3

Category 3: Construction experience on Eligible Projects in relevant sector that qualify under Clause 3.4.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.4.4

For the purpose of this RFP:

- (a) relevant sector would be deemed to include sports infrastructure (indoor/ outdoor stadium, integrated sports complex) hotels, convention centres, exhibition centre commercial complexes/ mall, community centres, commercial offices, IT parks, hospitality centres, entertainment/amusement parks; and
- (b) core sector would be deemed to include roads, power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, residential townships, logistic parks, pipelines, irrigation, water supply and sewerage.

3.4.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.4.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

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

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- (a) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the relevant period for which Eligible Experience is being claimed;
- (b) the capital cost of the project should be more than Rs. 70 Crore (Rupees seventy crores only) (excluding the cost of land); and
- (c) the entity claiming experience shall, during the last 7 (seven) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from commercial real estate, highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- 3.4.4. For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 7 (seven) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 7 (seven) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 70 Crore (Rupees Seventy Crore only); shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.4.5. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.4.6. Bidder's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A) and Clause 3.4, divided by one crore and then multiplied by the applicable factor in Table 3.4.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.4.6: Factors for Experience across categories

	Factor
Category 1	1.45
Category 2	1.00
Category 3	1.00
Category 4	0.70

- 3.4.7. The Experience Score determined in accordance with Clause 3.4.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be

Additions..... NIL
Corrections.....NIL
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further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.4.8. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.4.9. (a) The Experience Score of the Bidder shall be computed as a weighted average of the Experience Score of members and their proposed equity stake (%) in the Consortium,

(b) Similarly, the Financial Score of the Bidder shall be computed as a weighted average of the Financial Score of members and their proposed equity stake (%) in the Consortium

Provided that the financial strength or the experience score taken into assessment will be only of those who contribute a minimum 26% share to the Consortium.

Illustration:

For illustration and avoidance of any doubts, the following method is placed in clarification:

If Company A (Net-Worth: Rs 1000 crores) & Company B (Net-Worth: Rs 500 crores) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be:

For Weighted Financial Score

1000 X 60% + 500 X 40% = 800 Crores

For Weighted Experience Score

If Company A has been assessed to have an Experience Score of 1000 and Company B has been assessed to have an Experience Score of 500, in a Consortium with shareholding of A as 60% and B as 40%, then the Weighted Experience Score of the Consortium shall be

1000 X 60% + 500 X 40% = 800

3.5. Details of Experience

3.5.1. The Bidder should furnish the details of Eligible Experience for the last 7 (seven) financial years immediately preceding the Bid Due Date.

3.5.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

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

For Worldstreet Sports Center Limited

Concessionaire

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For Worldstreet Sports Center Limited

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3.5.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.6. Financial information for purposes of evaluation

3.6.1. The Bids must be accompanied by the Audited Financial Statements/Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 7 (seven) financial years, preceding the year in which the Bid is made.

3.6.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements/ Annual Reports for 7 (seven) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3. The Bidder must establish the Financial Capacity specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.6.4. In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.6.5. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

3.6.6. The Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.6.7. After evaluation of Technical Bids, the Authority will publish a list of responsive, qualified and Eligible Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been responsive, qualified and Eligible Bidders. The Authority will not entertain any query or clarification from Bidders who fail to be responsive, qualify and eligible.

3.7. Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the responsive, qualified and Eligible Bidders through e-procurement portal of the Authority (<https://eprocure.gov.in/eprocure/app>) and e-mail. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid quoted by the responsive, qualified and Eligible Bidders. The Authority shall prepare a record of opening of Financial Bids.

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


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3.8. Selection of Bidder

- 3.8.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive, qualified and Eligible in terms of this Article 3 and who quotes highest Concession Premium or the lowest Annuity, as the case may be, shall be declared as the Selected Bidder (the "Selected Bidder").

In the event that Highest Bidder withdraws or is not selected for any reason, the Authority shall annul the Bidding Process and initiate a fresh bidding process at its discretion.

- 3.8.2. In the event that two or more Bidders quote the same Concession Premium/ Annuity (the "Tie Bids"), the Authority shall request the Bidders quoting the same Concession Premium/ Annuity to re-submit the Financial Bids on the date as stipulated by Authority, in a sealed envelope. The revised financial bids shall not be lesser than earlier bids. On the said date, the Authority shall again open the revised Financial Bid and identify the Selected Bidder on the basis of new Financial Bids. The opening of new Financial Bids shall be conducted, with prior notice, in the presence of the Bidders, quoting the same Concession Premium/ Annuity, who choose to attend. In case of a tie again in 2nd round of financial bidding, the selected bidder shall be the one, with highest technical score i.e. experience score. A negotiation with the Highest Bidder could be held by Authority which shall not be necessarily for negotiations on quoted Bid.
- 3.8.3. In the event that the Highest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and initiate a fresh bidding process, at its discretion.
- 3.8.4. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate Damages or take action as provided in the Bid Security Declaration on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.8.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. upon the completion of the following:

(A) within 45 (forty-five) days of the issue of this "Letter of Award":

- (i) Provide Performance Security in the form of bank guarantees amounting to a total of Rs. 10,50,00,000 (Rupees Ten Crore Fifty Lakh Only) as detailed in Article 9 of the Concession Agreement. The Bank Guarantees shall be in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank and payable at New Delhi. The Performance Security shall be in favour of "Delhi Development Authority". The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).

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

For Worldstreet Sports Center Limited
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- (ii) Provide the Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.
 - (iii) Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.
- (B) Within a period of 60 days from issue of LOA:
- (i) Sign the Concession Agreement with the Authority in accordance with the terms and conditions set out in the Bidding Documents.

The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.8.6. The stamp duty and registration charges towards signing of the Concession Agreement shall be borne entirely by the Selected Bidder / Concessionaire.

3.9. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.10. Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.11 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.12 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

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

For Worldstreet Sports Center Limited
Concessionaire
Authorized Signatory

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SECTION 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or during the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

For Worldstreet Sports Center Limited
 Jayneesh
 Concessionaire
 Authorised Signatory

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2. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
3. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
4. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
5. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SE(P)/CE(Sports)

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

For Worldstreet Sports Center Limited

Concessions

Authorised Signatory

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SECTION 5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as per Clause 1.3. Representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Option for participating in the pre bid meeting via Video Conferencing shall be made available to the bidders. The link for the same shall be made available on specific request made by the bidders.
- 5.4 Purchase of RFP document (as per Clause 1.2.1) shall be a prerequisite for attending the pre bid conference.

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

For Worldstreet Sports Center Limited

Concessionaire

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SECTION 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification within stipulated timeline or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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

For Worldstreet Sports Center Limited

Concessionaire

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APPENDIX I: LETTER COMPRISING THE TECHNICAL BID*(Refer Clause 2.1.5, 2.11 and 3.2)*

The Executive Engineer, Sports Division - 1
Delhi Development Authority (DDA)
 Siri Fort Sports Complex,
 New Delhi - 110049
 Dated:.....

Sub: Bid for Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Dear Sir,

1. With reference to your RFP dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Bid and in Annexures I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document,

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

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For Worldstreet Sports Center Limited

Authorised Signatory

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in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government. Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP.
 8. I/ We believe that we/ our Consortium satisfy (ies) the Financial Capacity and meet(s) all the requirements as specified in the RFP.
 9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 14. I/ We undertake that the Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
 15. I/We acknowledge and undertake that our Consortium is qualified, eligible on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 5 (five) years from the date of commercial operation of the project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

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

For Worldstreet Sports Center Limited
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16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Bid or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession to undertake the Project.
20. The Bid Security Declaration has been submitted in accordance with the RFP.
21. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Technical Bid".
22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession to undertake the Project is not awarded to me/us or our Bid is not opened or rejected.
23. The Concession Premium/ Annuity has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
25. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

Additions.....NIL
Corrections.....NIL
Correction Slips.....NIL
Over WritingNIL
Deletions.....NIL

For Worldstreet Sports Center Limited

Concessionaire

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Authorised Signatory

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26. I/ We certify that in terms of the Bidding Documents, my/our Net worth is Rs. (Rs. In words) and Experience Score is (number in words).
27. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the Bidding Documents.
28. I/ We hereby submit our Bid and (offer a Concession Premium/ seek an Annuity) as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

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

For Worldstreet Sports Center Limited
Rajneesh
Authorised Signatory

Concessionaire

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Appendix I - Annex-I: Details of Bidder

1. Basic Information:
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder/Member:
 1. Name:
 2. Designation:
 3. Address:
 4. Phone Number:
 5. Fax Number:
 6. E-Mail Address:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.15 (g) should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl No.	Name of Member	Role {Refer Clause 2.1.15(d)}	Percentage of equity in the Consortium {Refer Clauses 2.1.15(a), (c) & (g)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Appendix-I, Annex-IV.

- (d) The following information shall also be provided for each Member of the Consortium:

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

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Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred ³ by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual none compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

³ or has been declared by the Authority as non-performer/blacklisted.

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

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Appendix I - Annex-II: Technical Capacity of the Bidder[@]

(Refer to Clauses 2.2.2(A), 3.4 and 3.5)

Bidder type [#]	Proposed Equity Shareholding in SPV (%)	Member Code [*]	Project Code ^{**}	Category [§]	Experience [¶] (Equivalent Rs. crore) ^{§§}			Experience Score ^E
					Payments made / received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity bidder			A					
			B					
			C					
			D					
Consortium Member 1			1a					
			1b					
			1c					
			1d					
Consortium Member 2			2a					
			2b					
			2c					
			2d					
Consortium Member 3			3a					
			3b					
			3c					
			3d					
Aggregate Experience Score =								

[@] Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.18 and/ or by a project company eligible under Clause 3.4.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.4.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.4.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.

[#] A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.18, shall be provided.

^{*} Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

EE/Sports Divn-1

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***Refer Annex-IV of this Appendix-I. Add more rows if necessary.*

s Refer Clause 3.4.1.

¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 7 and 8 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

ss For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [65 (sixty-five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.4.6 and in case of a Consortium, further multiply the result thereof by the proposed equity shareholding of the applicable Member, to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.4.7, and the product thereof shall be the Experience Score for such Eligible Projects.

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

For Worldstreet Sports Center Limited
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Appendix I - Annex-III: Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.6)

(In Rs. croress)

Bidder type ^s	Member Code ^t	Proposed Equity Shareholding in SPV (%)	Net Cash Accruals							Net Worth ^e
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Single entity Bidder										
Consortium Member 1										
Consortium Member 2										
Consortium Member 3										
TOTAL										

Name & address of Bidder's Bankers:

s A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

t For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

e The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.18.

ss For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 7 (seven) years preceding the Bid Due Date. The financial statements shall:

- reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
- be audited by a statutory auditor;
- be complete, including all notes to the financial statements; and

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

Jayveer
Concessionaire

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(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.

5. Intentionally Left Blank

6. The Bidder /Constituent Members shall also provide the name and address of the its Bankers.

7. The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP.

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

For Worldstreet Sports Center Limited
Jajneesh
Authorized Signatory

EE/Sports Divn-1

Appendix I - Annex-IV: Details of Eligible Projects*(Refer to Clauses 2.2.2(A), 3.4 and 3.5)***Project Code:****Member Code:**

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received / made for construction for Eligible Projects under category 3&4 (b) payments made for Eligible Projects under category 1&2 and/ or (c) revenues appropriated for Eligible Projects under category 1&2	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion / commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a supporting information. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.

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

For Worldstreet Sports Center Limited

Concessionaire

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Authorised Signatory

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4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.4.1 for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-1. The figures to be provided here should indicate the break-up for the past 7 (seven) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.21). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.4.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.4.4. Payment for construction works should only include capital expenditure and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.4.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor⁴ or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

⁴ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

13. If the Bidder is claiming experience under Categories 1 & 2⁵, it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding Category 1&2 projects⁶

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%⁷ of the total paid up and subscribed equity capital) of the project company from (date) to (date)⁸. The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past seven financial years as per year-wise details noted below:

.....
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFP during the past seven financial years were Rs. cr. as per year-wise details noted below:

.....
.....

Name of the audit firm:
Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

14. If the Bidder is claiming experience under Category 3 & 4⁹, it should provide a certificate from its statutory auditors in the format below:

⁵ Refer Clause 3.4.1 of the RFP.

⁶ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

⁷ Refer instruction no. 10 in this Annex-IV.

⁸ In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that (name of Bidder) constructed and/ or owned the (name of project) from (date) to (date)."

⁹ Refer Clauses 3.4.1 and 3.4.4 of the RFP.

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

For Worldstreet Sports Center Limited
(Signature)
Concessionaire
Authorised Signatory

(Signature)
EE/Sports Divn-1

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Certificate from the Statutory Auditor regarding construction works¹⁰

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)}¹¹. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.4.1 and 3.4.4 of the RFP, during the past seven financial years as per year-wise details noted below:

.....

.....

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture / consortium.}*¹²

Name of the audit firm:
Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.18, the Bidder should also provide a certificate in the format below:

¹⁰ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

¹¹ In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

¹² This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

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


For Worldstreet Sports Center Limited
 Concessionaire
 EE/Sports Divn-1

Certificate from Statutory Auditor/ Company Secretary regarding Associate¹³

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly¹⁴, by (name of Bidder / Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.18 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score¹⁵.

¹³ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified, and copies of the relevant law may be enclosed and referred to.

¹⁴ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

¹⁵ Refer Clause 3.4.6 of the RFP.

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

EE/Sports Divn-1

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Appendix I - Annex-V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To.
Executive Engineer (Sports Division 1)
Delhi Development Authority (DDA)
Siri Fort Sports Complex, New Delhi – 110049

Sub: Bid for Development of Integrated Multi-sport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT) basis

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the Bidding Document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.

We have agreed that (insert individual's name) will act as our representative / will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

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

Agreed
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory
EE/Sports Divn-1

APPENDIX – II: Bid Security Declaration Form

(Refer Clauses 1.2.4)

To
Executive Engineer (Sports Division 1)
Delhi Development Authority (DDA)
Siri Fort Sports Complex, New Delhi – 110049

Reference: RFP for Development of Integrated Multi-Sports Arena at Sector 19-B, Dwarka, New Delhi on Design, Finance, Build, Operate and Transfer (DBFOT basis) Basis (Ref No. ---)

I/We , irrevocably declare as under:

I/We understand that, as per Clause 1.2.4 of RFP, bids must be supported by a Bid Security Declaration In lieu of Bid Security/ Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to DDA’s rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by DDA, I/we failed to deposit the prescribed Performance Security or failed to execute the Concession Agreement or failed to commence the execution of the Project in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Consortium, the Bid Security Declaration must be in the name of all partners to the Consortium that submits the bid).

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

[Handwritten Signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

[Handwritten Signature]
EE/Sports Divn-1

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APPENDIX-III: Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.8)

Know all men by these presents, we, (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project - Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT) basis ("Project") proposed or being developed by the Delhi Development Authority (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firms/Company)/Partner in case of
Partnership Firms

Witnesses:

1.

2.

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

For Worldstreet Sports Center Limited
Jaynech
Authorized Signatory
Concessionaire EE/Sports Divn-1

Notarised
Notarised
Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date _____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

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APPENDIX-IV: Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.9)

Whereas the Delhi Development Authority (the "Authority") has invited bids from interested parties for the Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT) basis. ("the Project"). Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at M/s., having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession to undertake the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For Worldstreet Sports Center Limited
Agreed
Concessionaire
Authorised Signatory

EE/Sports Divn-1

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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

[Signature]
For Worldstreet Sports Center Limited
 Concessionaire
Authorised Signatory
 EE/Sports Divn-1

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APPENDIX V: Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.1.9 & 2.1.15(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
20...

AMONGST

1. {..... Limited, and having its registered office at} (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at} and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) The Delhi Development Authority having its office at ----- (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. dated(the "**RFP**") for award of contract for Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (DBFOT)basis (the "**Project**").
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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

For Worldstreet Sports Center Limited
Ajayee
Concessionaire
Authorised Signatory

ES/Sports Divn-1

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Concession to undertake the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member/ Operation and Maintenance Member of the Consortium;}
- (c) {Party of the Third Part shall be the Financial Member of the Consortium; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Documents and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and

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

For Worldstreet Sports Center Limited

Concessionaire

EE/Sports Divn-1

Authorised Signatory

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RFP Volume-I

Third} Part whose experience and net worth have been reckoned for the purposes of qualification and Eligibility of Bidders for the Project in terms of the RFP.

6.3 Intentionally Left Blank

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

Et/Sports Divn-1

Concession Agreement, in case the Consortium is awarded Concession to undertake the Project. However, in case the Consortium is either not qualified and Eligible for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
by:

SECOND PART

For and on behalf of LEAD MEMBER

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

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APPENDIX VI: Format for Letter of Award

*(To be issued by Authority to the Selected Bidder)
(Refer Clause 3.8.4)*

Date: _____

To,
(The Selected Bidder)

Dear _____,

Sub: Development of Integrated Multisport Arena at Sector 19-B, Dwarka on Design, Build, Finance, Operate and Transfer (“DBFOT”) Basis

Letter of Award

1. We refer to the Bid dated ----- including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated ----- and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
- a. As per your Financial Bid dated -----, the Concession Premium/ Annuity shall be Rs. - ---- (Rupees in words) and shall be payable/ receivable in accordance with the Bidding Documents and revisions thereof.
 - b. You, as the “Selected Bidder”, shall provide the following within 45 (forty-five) days of the issue of this “Letter of Award”:
 - i. Performance Security of Rs. 10,50,00,000 (Rupees Ten Crore Fifty Lakh Only) in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank and payable at New Delhi. The Performance Security shall be in favour of “Delhi Development Authority”. The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).
 - ii. Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV.
 - iii. Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.
 - c. The SPV shall sign the Concession Agreement with the Authority subsequent to the fulfilment of terms stated in Paragraph 2 (b) of the LOA and in accordance with the terms and conditions of the Bidding Documents. You/SPV shall ensure that the Agreement is signed not later than 60 (sixty) days from the issuance of this “Letter of Award”.

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

For Worldstreet Sports Center Limited

Concessional

Authorised Signatory

EE/Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
RFP Volume-I

You/SPV shall incur the duties, levies and taxes applicable for the execution of the Agreement.

d. You/SPV shall comply with all the terms and conditions of the Bidding Documents.

It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to convey in writing, your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

**Executive Engineer
(Sports Division 1)
Delhi Development Authority**

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

[Signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory
EE/Sports Divn-1



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
(Signature)
Concessionaire
Authorised Signatory

(Signature)
EE/Sports Divn-1

DELHI DEVELOPMENT AUTHORITY
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Additions..... NIL
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 Deletions.....NIL

For Worldstreet Sports Center Limited
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Additions..... NIL
 Corrections NIL
 Correction slips...NIL
 Over Writing..... NIL
 DeletionsNIL

For Worldstreet Sports Center Limited

 Concessionaire
 Authorised Signatory

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Additions..... NIL
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Deletions.....NIL

For Worldstreet Sports Center Limited
Concessionaire
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Additions..... NIL
 Corrections..... NIL
 Correction slips...NIL
 Over Writing..... NIL
 Deletions.....NIL


For Worldstreet Sports Center Limited
 Concessionaire
Authorised Signatory

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

For Worldstreet Sports Center Limited
 Concessionaire
 Authorised Signatory

EE/Sports Divn-1

This Concession Agreement is entered into on 18th 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 **Kalkaji, 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.

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


For Worldstreet Sports Center Limited
Concessioner
Authorized Signatory


EE/Sports Divn-1

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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 F, 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

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


For Worldstreet Sports Center Limited
Concessioner
Authorized Signatory


EE/Sports Divn-1

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:

[A large, faint, diagonal line or signature is present across the middle of the page.]

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

[Handwritten signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

[Handwritten signature]
EE/Sports Divn-1

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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;

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

For Worldstreet Sports Center Limited
Clayneer
Concessionaire
Authorised Signatory

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E:/Sports Divn -1

- (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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
(Signature)
Concessionaire
Authorised Signatory

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

- (s) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (t) references to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (u) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (v) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;
- (w) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (x) references to Recitals, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement, references to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of this Schedule or Annex, as the case may be, in which such reference appears;
- (y) the damages payable by either Party to the other as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages");
- (z) time shall be of the essence for performance of the Parties' respective obligations; and

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


 for Worldstreet Sports Center Limited
 Concessionaire
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(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


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- 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.

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


For Worldstreet Sports Center Limited
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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

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3. THE CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws, and the Applicable Permits, the Authority hereby grants to the Concessionaire, the Concession set forth herein including an exclusive right, licence 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.

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

- (a) right of way, access and licence to the Site for the purpose development of Project Facilities and lease rights to the extent conferred by the provisions of this Agreement;
- (b) finance and construct the Project;
- (c) administer manage, operate, maintain and commercially run the Project for profit and regulate the use thereof by third parties;
- (d) demand, collect and appropriate User Fee from Users for using the Project & any part thereof and to refuse entry to any User if any User Fee remains due and is not paid in terms of Clause 23;
- (e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;
- (f) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
- (g) to enter into sub-contracts, joint development agreement, development management agreements, sub-lease, licence or any other kind of arrangements for the purposes of commercial development during the term of the Agreement and in a way that does not contravene any of the underlying terms of the Concession under this Agreement.

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


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- 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

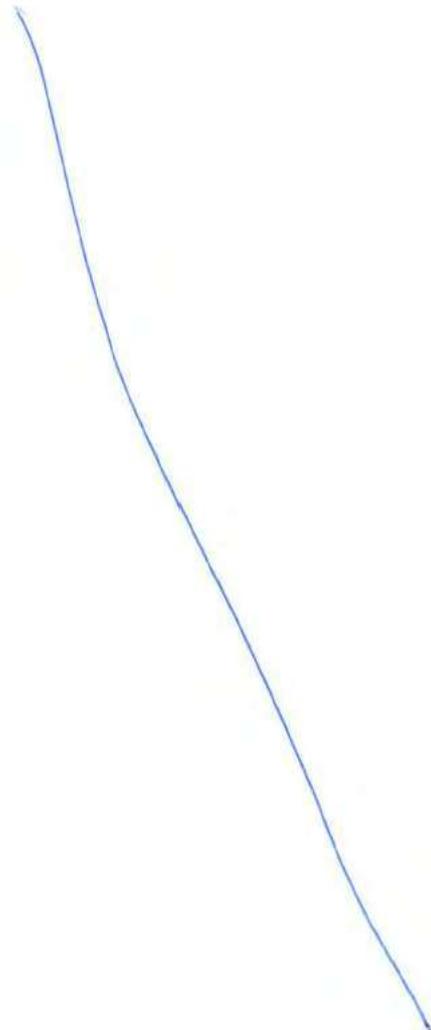
Additions..... NIL
Corrections..... NIL
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
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- (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 slips...NIL
 Over Writing..... NIL
 Deletions.....NIL

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 For Worldstreet Sports Center Limited
 Concessionaire
 Authorised Signatory

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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

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(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 18D 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 Sports Center Limited
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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

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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;

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

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- (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

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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
Over Writing..... NIL
Deletions.....NIL

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- 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

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(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 Worldstreet Sports Center Limited
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- (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

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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 slips.....NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
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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

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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


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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
Deletions.....NIL

For Worldstreet Sports Center Limited

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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
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


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- (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


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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.

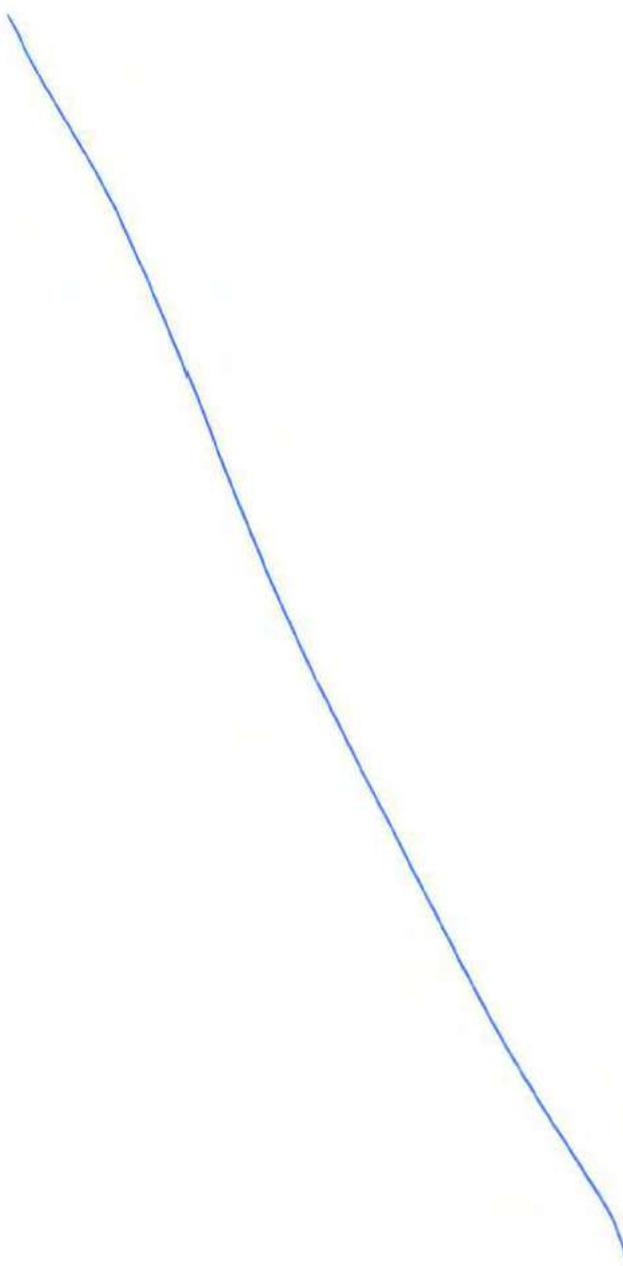
Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL


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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.



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

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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


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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, failing 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

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


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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

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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


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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
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL


For Worldstreet Sports Center Limited
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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


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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.

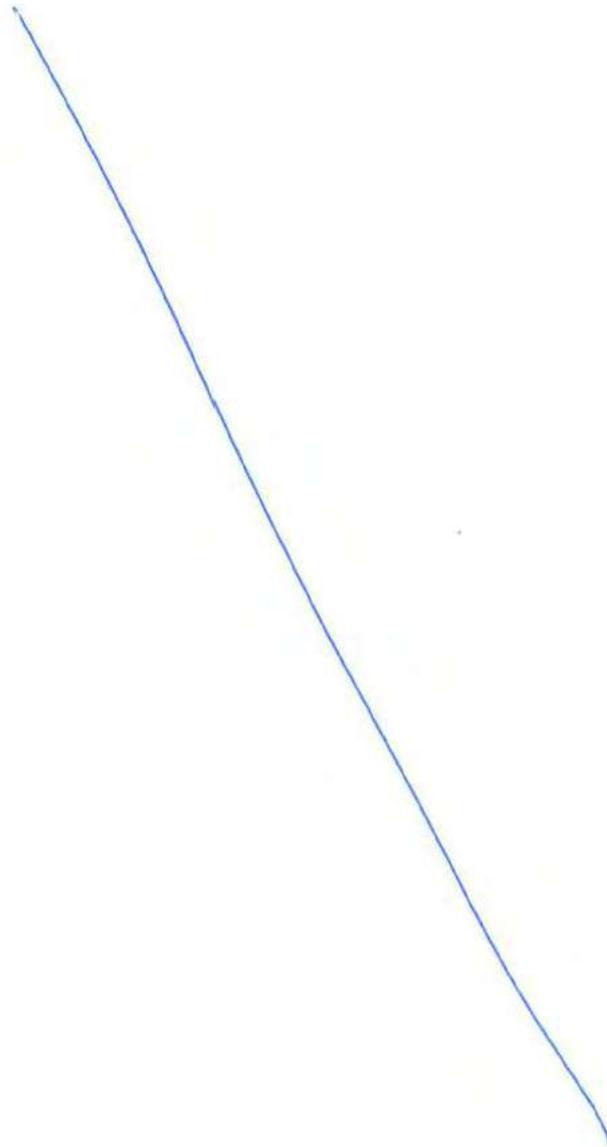
Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL


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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


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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 Writing..... NIL
Deletions.....NIL


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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
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- (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.

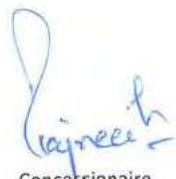
12.4.2 In the execution of the Construction Works, the Concessionaire shall procure coordination amongst and avoidance of conflicts in the working of the Contractors, including all types of suppliers, subcontractors, agents, advisors and consultants. The Concessionaire shall monitor and supervise the 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

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- 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
DeletionsNIL


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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.

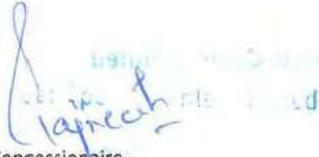
12.5 Construction of the Project

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


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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

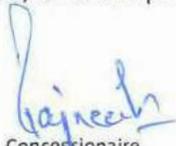
During the Construction Period, the Independent Engineer shall inspect the Mandatory Facilities at least once a month and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Project Completion Schedule, 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
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until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

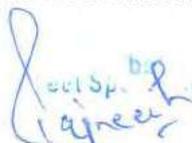
13.4 Delays during construction

Without prejudice to the provisions of Clause 12.5.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that the Project Completion is not likely to be achieved by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve COD.

13.5 Suspension of unsafe Construction Works

- 13.5.1 Upon recommendation of the Independent Engineer to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Authority, such work threatens public safety.
- 13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.
- 13.5.3 Subject to the provisions of Clause 27.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.
- 13.5.4 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer. In the event that

Additions..... NIL
Corrections..... NIL
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Over Writing..... NIL
Deletions.....NIL


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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.

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Additions..... NIL
Corrections..... NIL
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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

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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


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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
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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


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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 slips.....NIL
Over Writing..... NIL
Deletions..... .NIL

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(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 *mutotis 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


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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


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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


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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;

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


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- (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


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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

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

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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
DeletionsNIL


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- (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


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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


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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.

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

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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


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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

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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
For Worldstreet Sports Center Limited


EE/Sports Divn-1

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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


 For M/s Sweet Sports Center Limited
 Concessionaire
 Authorised Signatory
 EE/Sports Divn-1

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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


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For Worldstreet Sports Center Limited

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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
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited

Claynech
Concessionaire
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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


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For Worldstreet Sports Center Limited

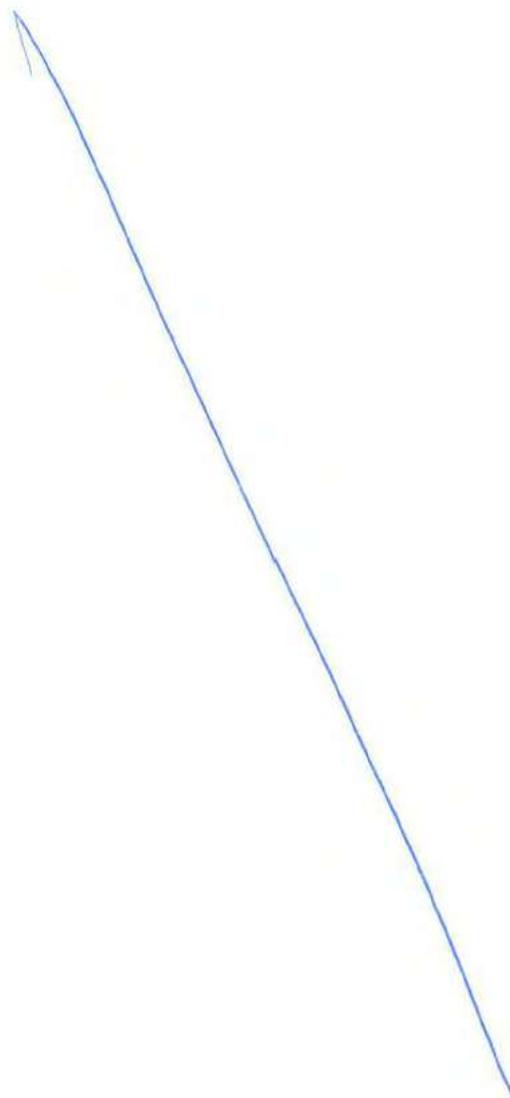
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23.4 **Collection & Handling**

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
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
Rayneer
Concessionaire
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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


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- (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 slips.. NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited

Concessionaire

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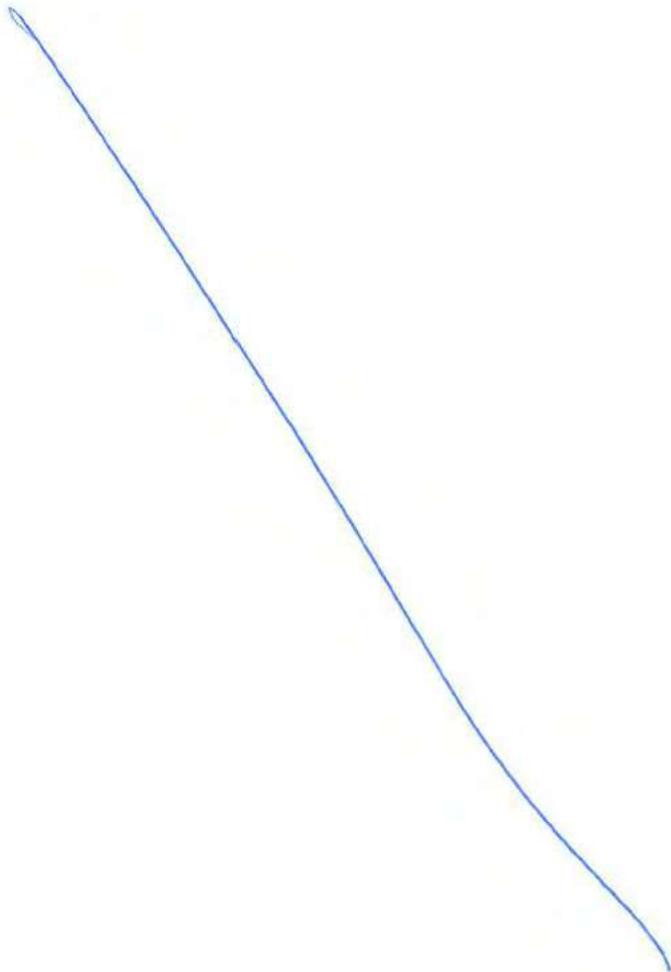
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- (h) Incurred or accrued O&M Expenses;
- (i) any other payments required to be made under this Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

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


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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

For Worldstreet Sports Center Limited
[Signature]
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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


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For Worldstreet Sports Center Limited


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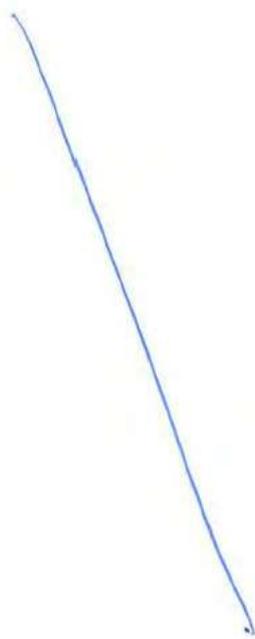
by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

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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


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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
Over Writing..... NIL
Deletions.....NIL

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[Signature]
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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


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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.

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

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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


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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

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- (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


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- (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

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

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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


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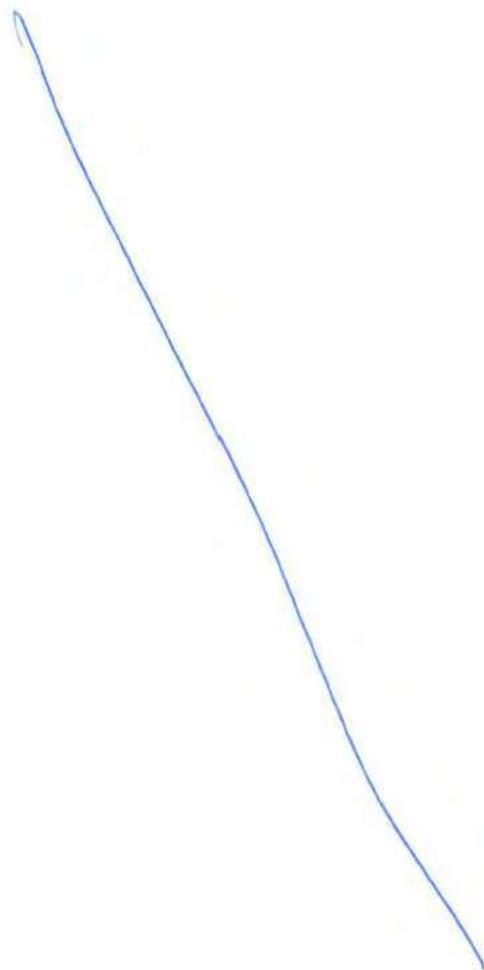

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(d) quantified and restricted in terms of relief or remedy.

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
Over Writing..... NIL
Deletions.....NIL

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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


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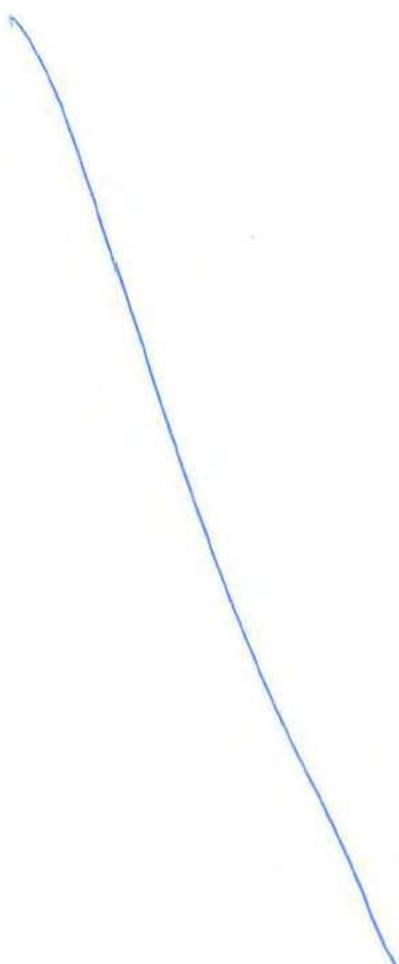
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28.4 **Compensation to be in addition**

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.



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

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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
Deletions.....NIL


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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 slips...NIL
Over Writing..... NIL
Deletions.....NIL


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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


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- (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;

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

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- (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:

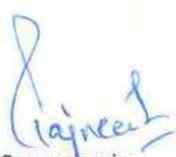
Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of one hundred and eighty (180) days, and upon such curing thereof, the Authority shall withdraw its notice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


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For Worldstreet Sports Center Limited


EE/Sports Divn-1

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- (a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
- (b) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;
- (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an intention not to be bound by this Agreement;
- (d) The Authority is in breach of any representation or warranty made under this Agreement, or it repudiates this Agreement; or
- (e) Any defect in the title, ownership and possession of the Authority with respect to the Site.

30.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant thirty (30) days to the Authority 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.

30.3 Termination Payment

30.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to ninety per cent (90%) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then eighty per cent (80%) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD, save and except as provided in Clause 30.3.3.

30.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

- (a) Debt Due; and
- (b) one hundred and fifty per cent (150%) of the Adjusted Equity.

30.3.3 Upon Termination on account of Concessionaire Default during the Construction Period, no Termination Payment shall be due and payable for and in respect of expenditure comprising the first forty per cent (40%) of the Actual Project Cost and in the event of expenditure exceeding such forty per cent (40%) and forming part of Debt Due, the provisions of Clause 30.3.1 shall, to the extent applicable to Debt Due, apply for and in respect of the expenditure exceeding such

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

For Windsurf Sports Center Limited

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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


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- (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 selects 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.

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


For Worldstreet Sports Center Limited
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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


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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
Over Writing..... NIL
Deletions.....NIL


For Worldstreet Sports Center Limited
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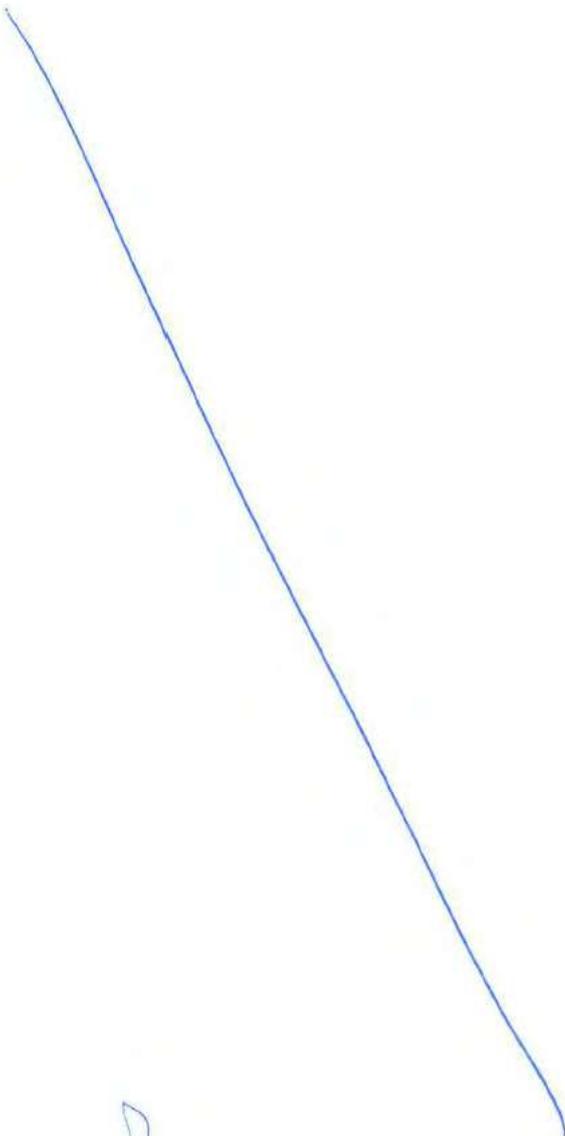
(196)

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

[Handwritten Signature]
Concessionaire

[Handwritten Signature]
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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.

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


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 Concessionaire
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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


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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
DeletionsNIL

For World Street Sport Center Limited
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Concessionaire
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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


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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

For Worldstreet Sports Center Limited
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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


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- (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
Correction slips.....NIL
Over Writing..... NIL
Deletions.....NIL

For World Street Sports Center Limited
Concessionaire
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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


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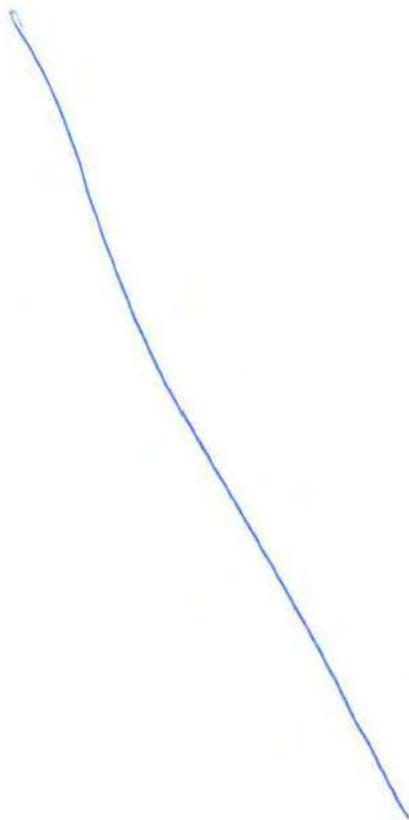
suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

35.5 **No consequential claims**

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

35.6 **Survival on Termination**

The provisions of this Clause 35 shall survive Termination.



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

[Signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorized Signatory

[Signature]
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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


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- (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.

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

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For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

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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


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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
[Signature]
Concessionaire
Authorised Signatory

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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


Ajayesh
Concessionaire


EE/Sports Divn-1

For Worldstreet Sports Center Limited

Authorised Signatory
विश्वसनीय प्रमाणित

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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

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

For Worlds Best Sports Center Limited

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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


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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

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


For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

EE/Sports Divn-1

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:

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


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- (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.

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


For Worldstreet Sports Center Limited
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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;

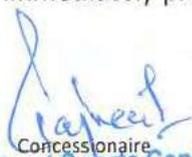
"Additional Performance Security" shall have the meaning ascribed to it in Clause 32.2.3;

"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


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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 Gov 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

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

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(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


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"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;

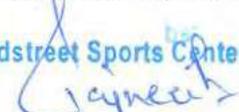
"Concession Period" means the period starting on and from the Appointed Date and ending on the Transfer Date;

"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 slips.....NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited

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“**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


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- (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
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

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"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


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“**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;

“**Gol**” 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

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

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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 GoI, 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


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For Worldstreet Sports Center Limited

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“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;

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

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"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


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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, Built, 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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
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- (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


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“**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 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 slips.....NIL
Over Writing..... NIL
Deletions.....NIL

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(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


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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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

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“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


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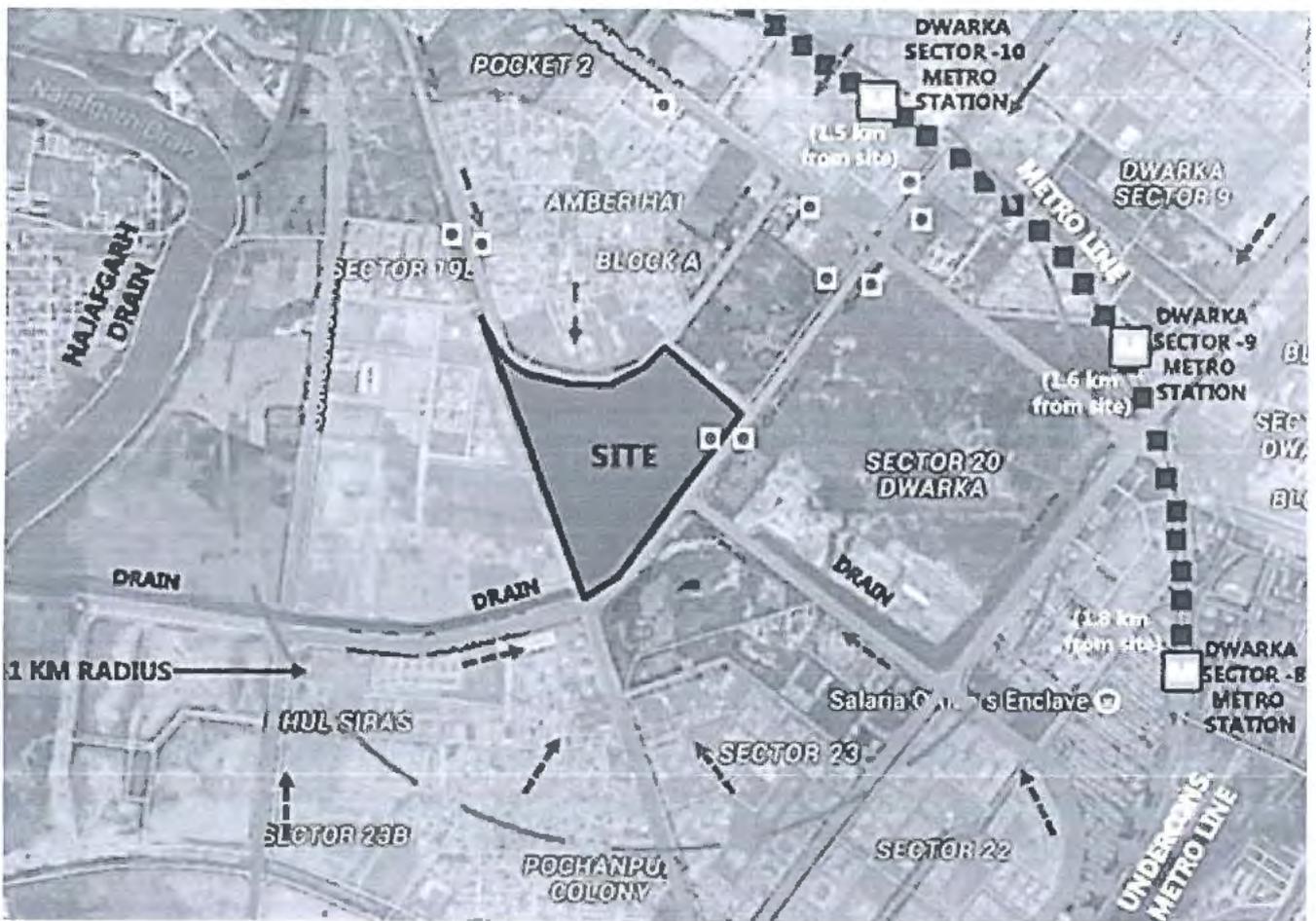
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42. SCHEDULES

Schedule A – Site of the Project
(See Clause 10.1)

The Site is located along the Southern edge of Sector 19, Dwarka with total site area of 61.43 Acre, approximately 25 km away from Connaught Place, the traditional CBD, and just 3 km from the Airport.

The Site available for development shall mean the land admeasuring ~ 50.40 acres in Dwarka sector 19 B, which will constitute development of Integrated Multi-Sports Arena and commercial real estate.



- As per land use zonal development plan of the Master Plan for Delhi 2021, subject site falls within PSP use. The use is PSP3 is sports related.
- Subject Site falls in sectors 19 (K-II)
- Present FAR: 0.4 and Ground Coverage: 20%
- Proposed use is International Sport Stadium with mixed use real estate development

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

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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


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

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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


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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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

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- 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


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- (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.

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

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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 3½" or 90mm (C90). VIP seating and hospitality box seating should provide a minimum sightline quality of 4¾" 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.

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


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- 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


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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


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- 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

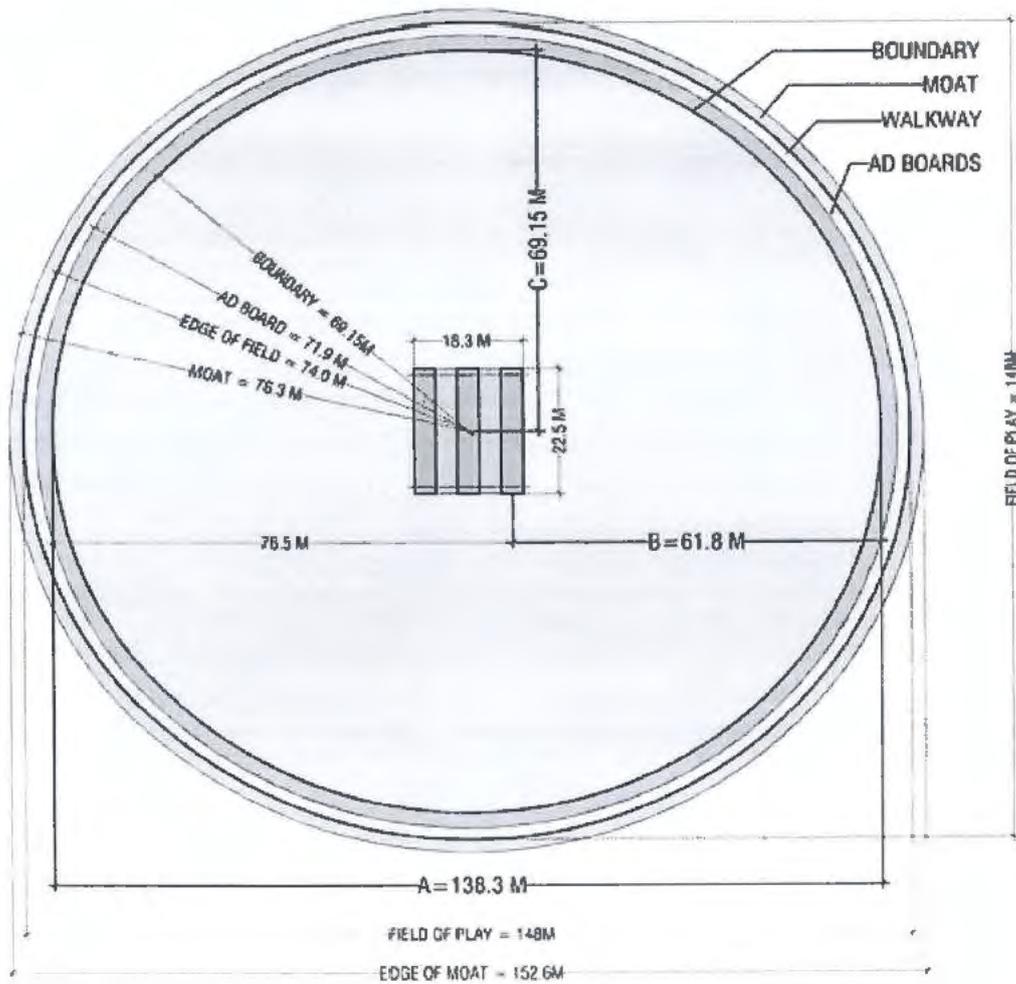
The playing area shall be a minimum of **A = 150 yards (137.16 metres)** from boundary to boundary square of the pitch, with the shorter of the two square boundaries being a minimum of **B = 65 yards**

(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.

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

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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

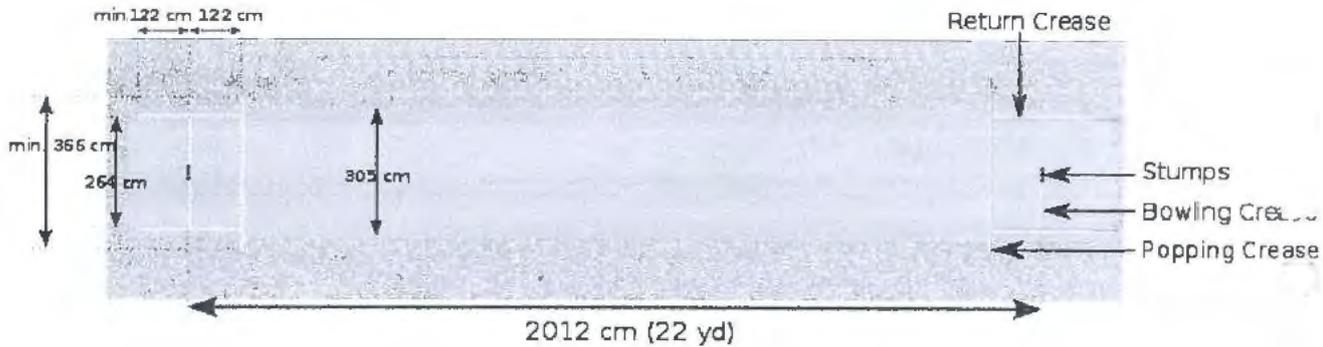
Signature
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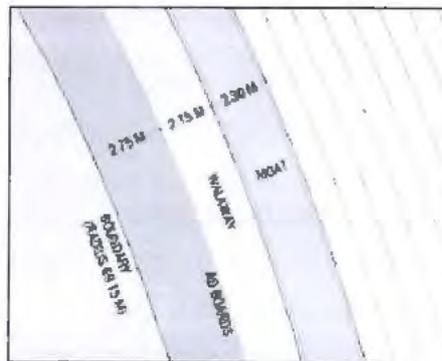
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The pitch should have 'true bounce' throughout for the duration of the game, and be of reasonable pace. The pitch cover shall be provided to cover all pitches and shall have a raised rim built into its edge, and have 4 discharge outlets at its corners 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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

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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

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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

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- 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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- 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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

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- 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 slips...NIL
Over Writing..... NIL
Deletions.....NIL


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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)

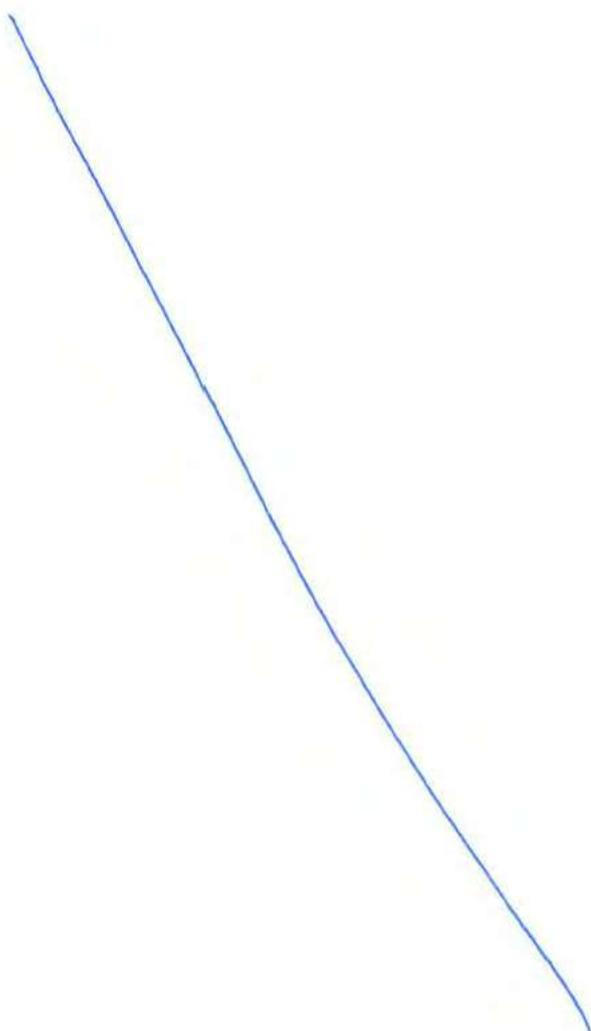
Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

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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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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

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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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- 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
 Over Writing..... NIL
 Deletions.....NIL

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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


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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

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- 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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Passenger Lifts

Passenger lifts shall serve all main levels of the stadium. All lifts shall conform generally to National Building Code and other safety guidelines.

- Lifts shall be designed to be in banks of 2.
- One lift per bank of is to be sized to accommodate handicap facilities.
- Lift lobbies shall be designed to be 'safe havens' during emergency for disabled.
- Security / Key switch to all lifts will be required.
- Security camera and access control card reader shall interface with CCTV and security system within each lift.

Service Elevators

Service Elevators will be provided with fully opening doors and durable stainless steel finish. Goods lifts will have a minimum 3500 kg load capacity. Goods lifts required to be close to kitchens, storage and service areas.

Stairways and Ramps

Stairways and ramps will be designed for Emergency Exit in accordance with the Green Guide and the NBC. Stairways will be distributed throughout the building, from lowest level to the upper floor, allowing for both public and service use;

- Stairs are to be divided into channels with a central handrail barrier where widths are in excess of 1800mm.
- Public stairs shall be generally provided with natural ventilation.
- Anti-skid flooring to be provided on stairs and ramps.
- Design for exiting stairs and ramps directly into wide open spaces.

Field Entrances

A minimum of two pitch access points shall be provided from the Service Road to the FOP in Cricket Stadium and Athletic Stadium. These shall provide access for service vehicles, pitch maintenance vehicles and emergency vehicles as well as providing alternate means of egress from the field of play for events where patrons are located on the field (Concerts, Opening Ceremonies etc.).

These access points shall also be designed to assist the natural ventilation of the field to promote healthy grass cultivation.

Pitch access points shall be as follows:

- 2 no. at 6.0 m wide and 4.5m clear head height.

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

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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


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- 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 'carrel' style lockers that will have direct access to shower area and report writing area.
- Safe non-slip surfaces wet/dry carpet will be required throughout change room apart from wet areas.
- Writing area to be located in the room for writing of match reports.
- Provide power, data, telephone outlets and 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
Over Writing..... NIL
Deletions.....NIL


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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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Authenticity Laboratory

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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 slips..NIL
Over Writing..... NIL
Deletions.....NIL

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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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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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- 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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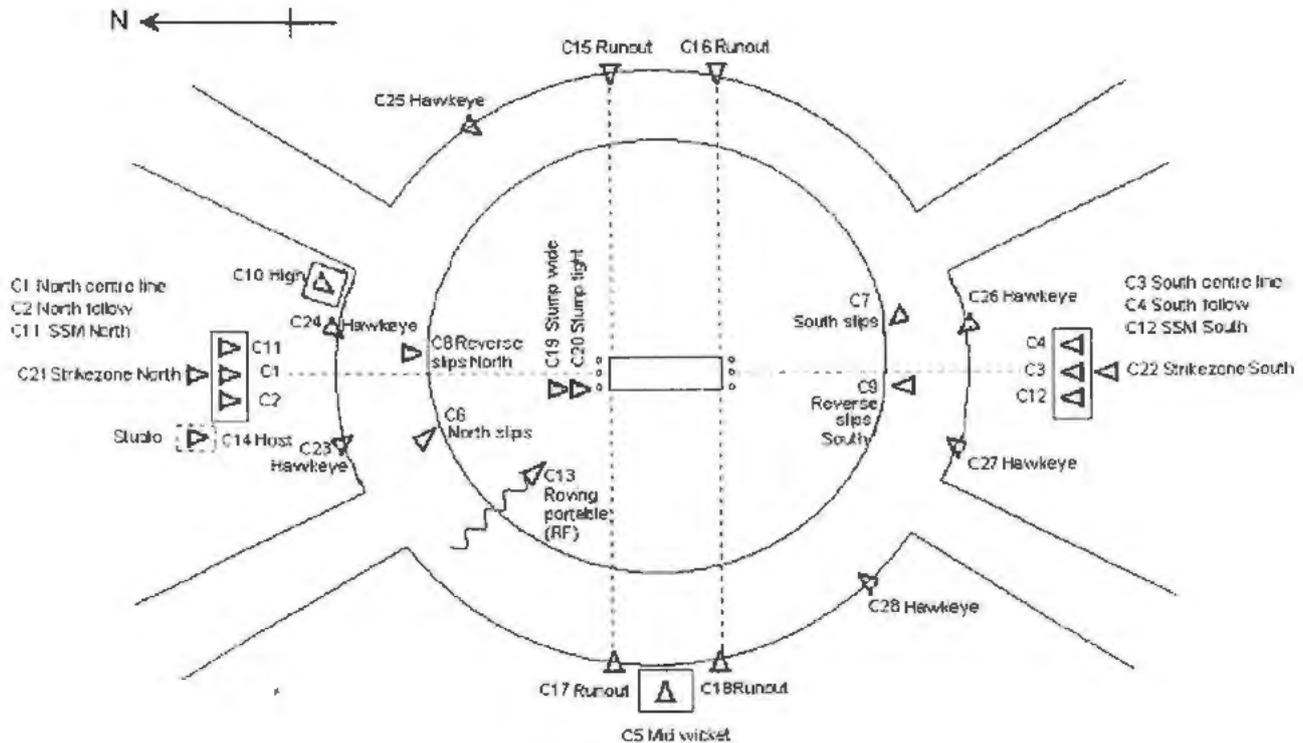
Final camera positions will be subject to the requirements of individual broadcasters and producers for each particular sport. However, the camera and cabling requirements positions will be as follows:

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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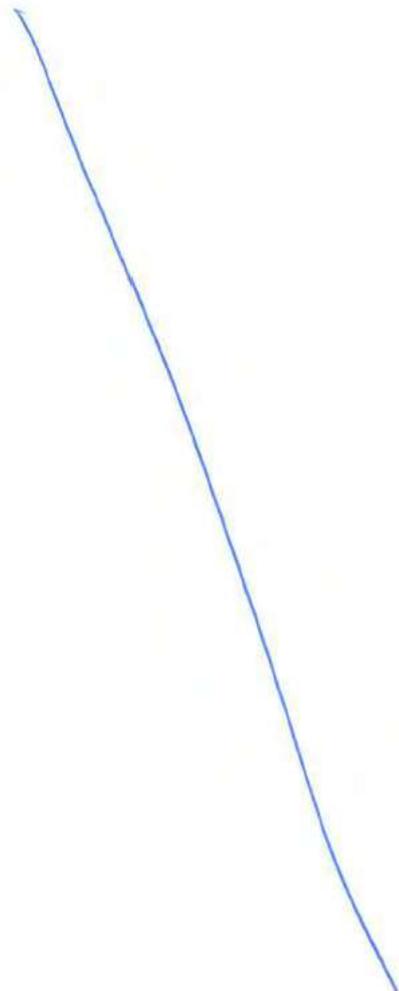
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4600mm. Patch room to be provided within the OB Van parking area with direct link to all camera outlets and Broadcast Box and interview rooms.

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
Over Writing..... NIL
Deletions.....NIL

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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
Corrections..... 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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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


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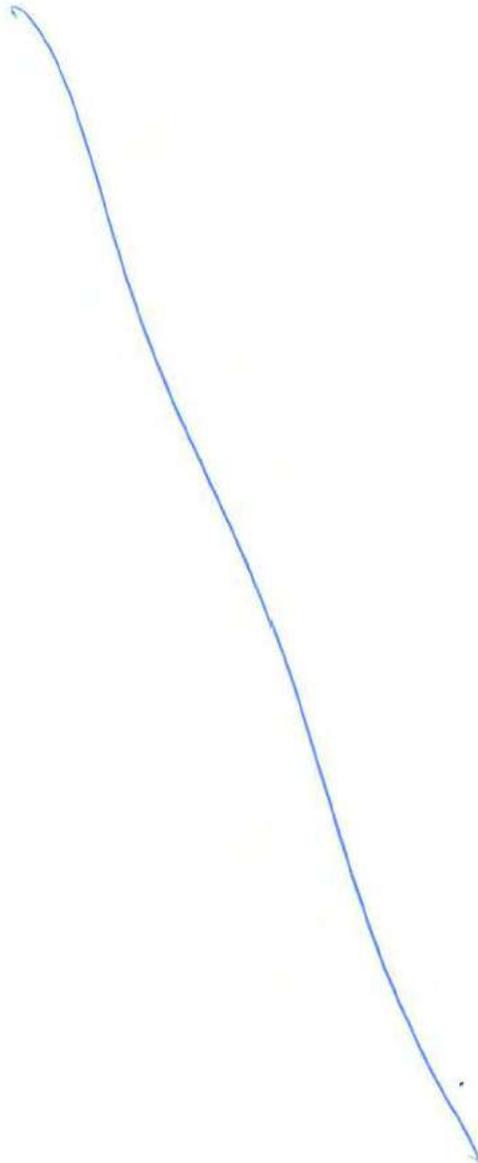
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Noise generating plant equipment shall be ideally located away from acoustically sensitive areas. Where possible, roof top equipment shall be attenuated and isolated to avoid noise breakout. Consideration is being given to utilising the principles of environmentally sustainable design to minimise the use of air conditioning plants.



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

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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

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

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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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Field of Play

The quality of the playing surface is to be of a standard suitable for national and international sporting events for Each Sport

a. Cricket

The pitch is to have irrigation and drainage, covering the full extent of the grassed area. The pitch is to be flat with the surrounding area up to the front row sloped only for drainage.

Details of the pitch drainage & irrigation system will be provided separately.

b. Football Ground: FIFA compliant Field of Play with Irrigation and Drainage system

c. **Swimming Pool:** FINA standard for International Competition including Practice Pool with all support Equipment, Fittings, Filtration system and drains. The Pool deck should be anti-skid with outdoor showers etc.

d. **Hockey Ground:** Artificial Field of Play meeting IHF(International Hockey federation) standards. Provision of Mound seating around the edges of outdoor Hockey Field

e. **Outdoor Basketball Courts:** FIBA compliant Practice courts

f. **Outdoor Volleyball Courts:** FIVB compliant Practice courts

g. **Outdoor Tennis Courts:** ITF compliant Practice courts (combination of Grass, Clay and Artificial courts)

Scoreboard

The requirement for Official Scoreboard for Each sport will be as per the Individual Sporting Bodies requirement including Timers, Control etc.

Space Provision for Video-board .

Parking

Parking distribution will be as follows:

- People with disabilities Parking Bays
- Staff / Team Parking Bays:
- VIP / Corporate Parking:
- VVIP Parking with support vehicles
- Police
- Ambulance
- Provide parking spaces for 3 Broadcast Trucks and 2 Team Coaches.

Transport

A strategy to address pedestrian and public transport routes will be developed in consultation with the traffic consultant and the stakeholders. The preliminary external transportation principles are set out below, but not limited to:

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

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- 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 COURTS	BETWEEN PARALLEL COURTS	
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:								
<ul style="list-style-type: none"> 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 Writing..... NIL
 Deletions.....NIL

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4.1 → 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.

For all top-level matches, the pitch should be 105m long and 68m wide.

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

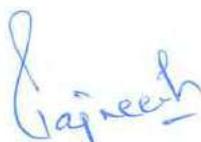
Additional flat areas are required beside the playing field, ideally behind each goal line, where players can warm up. This area should also allow for the circulation of assistant referees, ball boys and girls, medical staff, security staff and the media. It is recommended that this be a minimum of 8.5m 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


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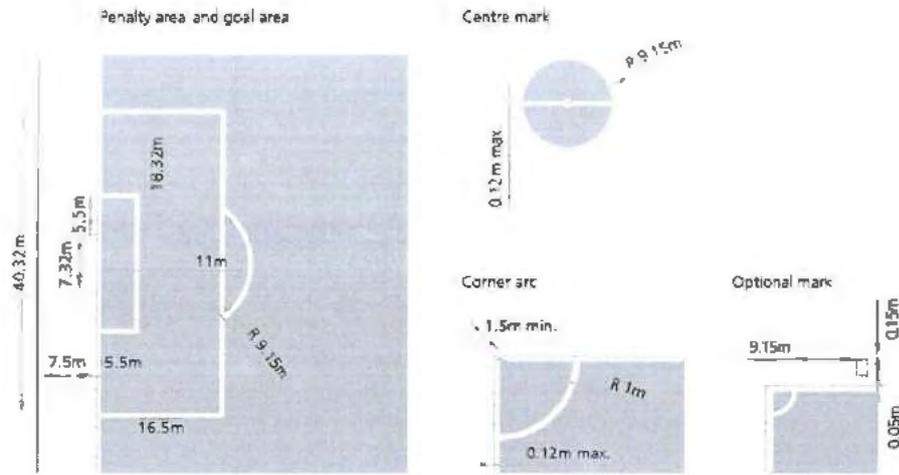

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Diagram 4b:
Playing field details

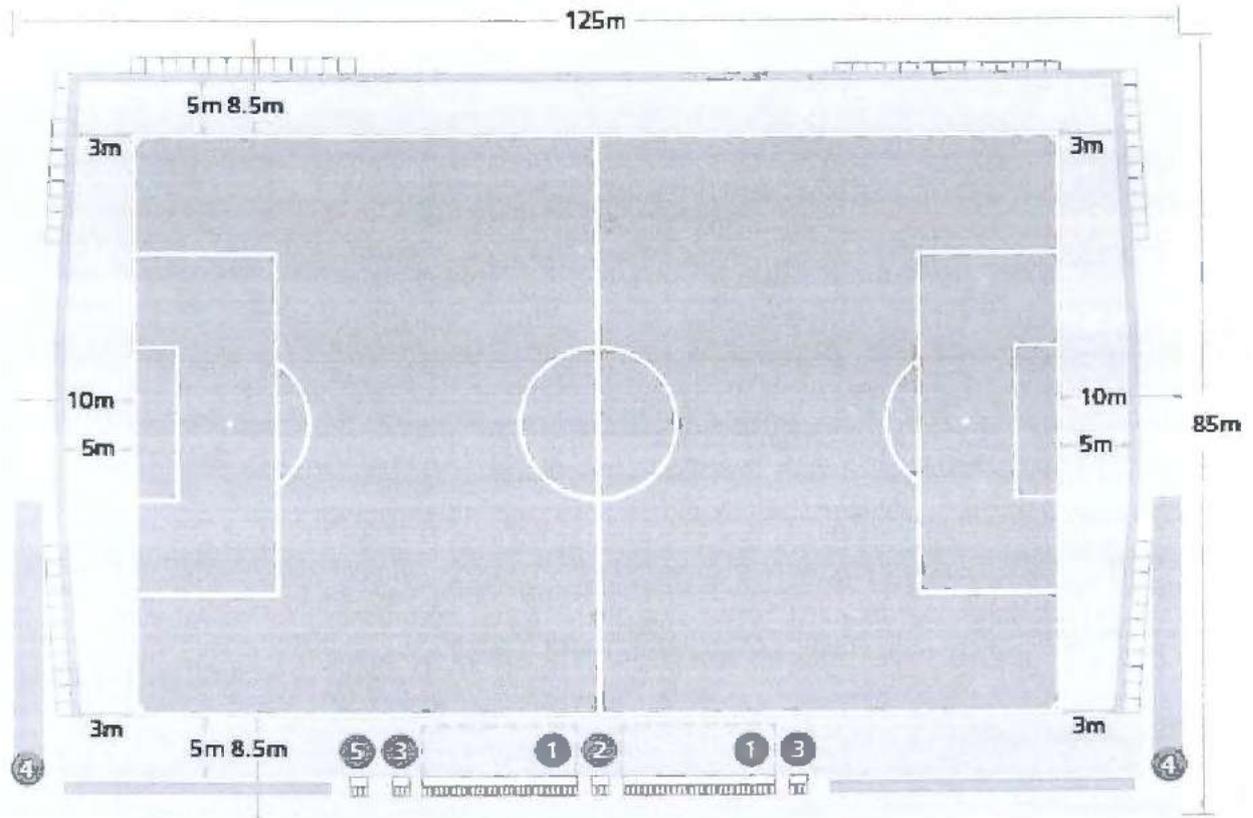


Additions..... NIL
 Corrections..... NIL
 Correction slips...NIL
 Over Writing..... NIL
 Deletions.....NIL

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

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Diagram 4d:
Suspension of goal nets

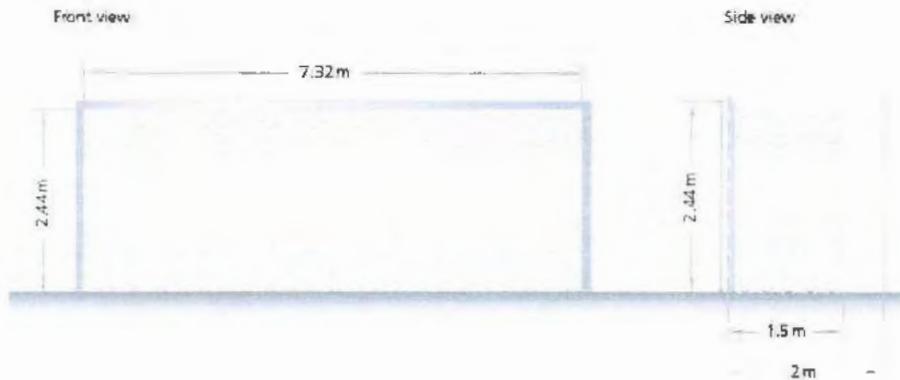
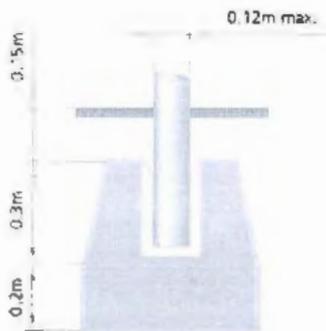


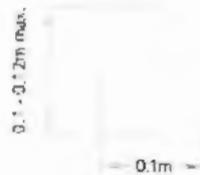
Diagram 4e:
Goalposts

Foundation of goalpost

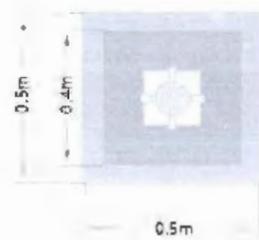


Goalpost and crossbar cross-section

Oval type



Round type



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

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05

→ 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 areas to playing field	100
5.4	Warm-up areas	100
5.5	Players' medical room	102
5.6	Doping control	103
5.7	Event management offices	104
5.8	Dressing rooms for ball kids	104

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.

For more on access, see Chapter 3

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


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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.

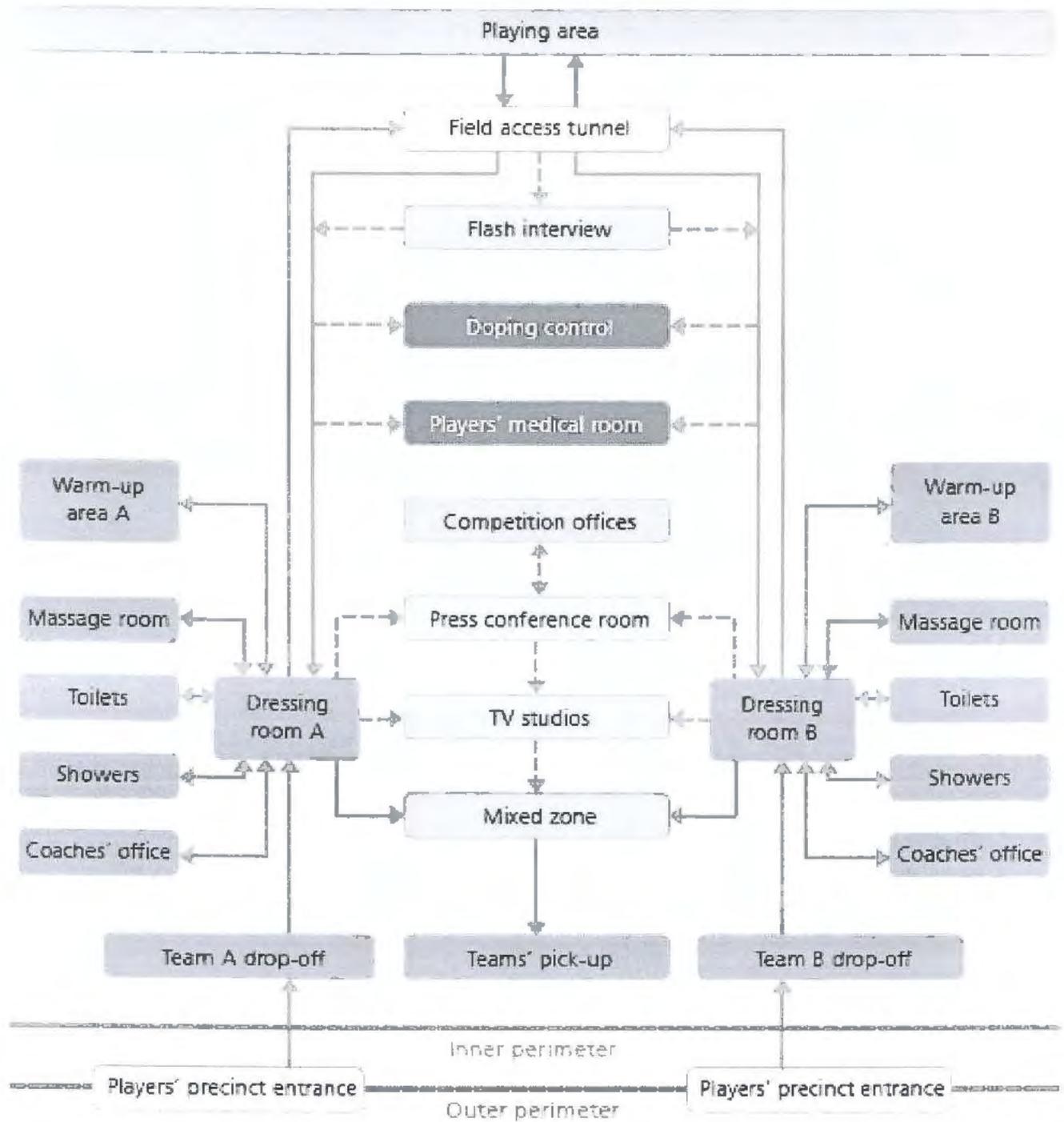
Coaches' offices 30m²

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

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

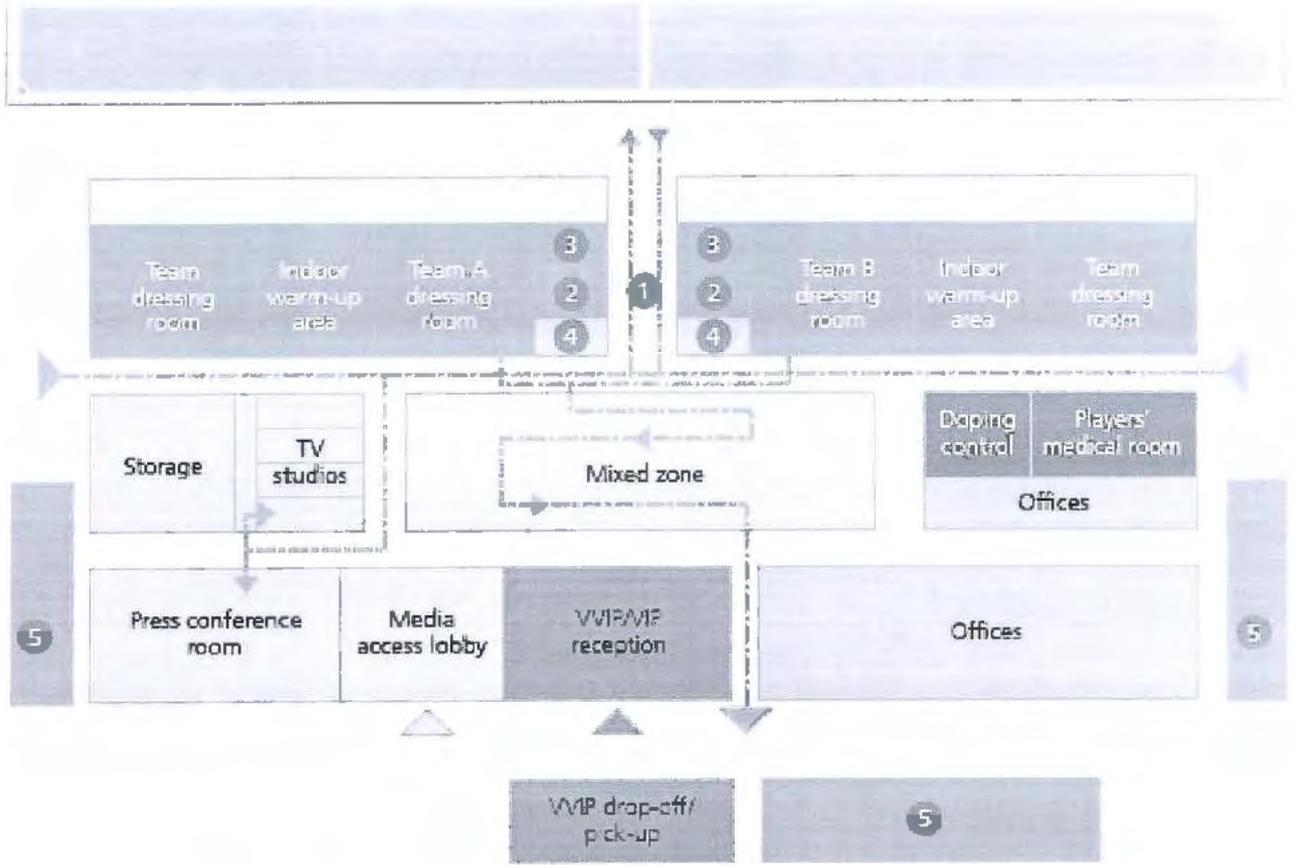
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Additions..... NIL
 Corrections..... NIL
 Correction slips...NIL
 Over Writing..... NIL
 Deletions.....NIL

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05

→ 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 areas to playing field	100
5.4	Warm-up areas	102
5.5	Players' medical room	102
5.6	Doping control	103
5.7	Event management offices	104
5.8	Dressing rooms for ball kids	104

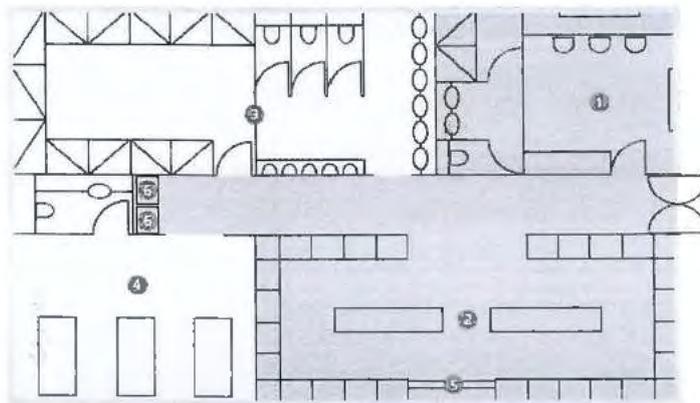


Diagram 5c:
Team dressing room

- Total area – 200m²
- ① Coaches' office – 30m²
 - ② Dressing room – 80m²
 - ③ Sanitary facilities – 50m²
 - ④ Massage room – 40m²
 - ⑤ Team tactics board
 - ⑥ Refreshments

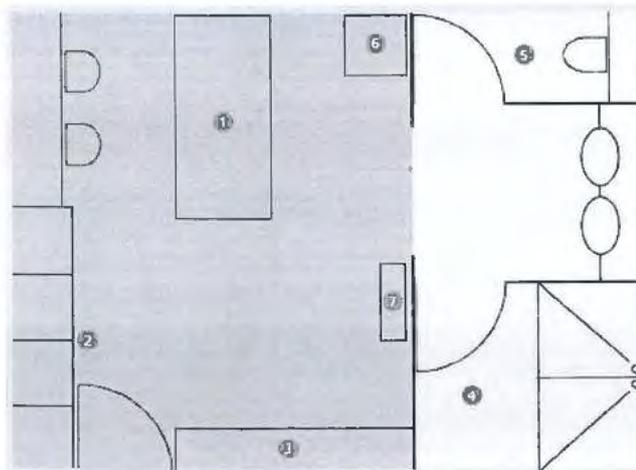


Diagram 5d:
Referees' dressing room

- Total area – 24m²
- ① Massage table
 - ② Lockers
 - ③ Bench
 - ④ Showers
 - ⑤ Toilet
 - ⑥ Fridge
 - ⑦ Television

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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	

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

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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 (64.05 x 20.07 x 7.3 m)		5 Court hall (60.0 x 21.35 x 7.5 m)		8 Court hall (60.0 x 34.5 x 8.3 m)		10 Court hall (60.0 x 42.7 x 9.0 m)	
	4	5	6	8	10	12	15	
Badminton (with 1 dividing net per 4 or 5 court module)								
International [†]	4 [†]	4 [†]	4 [†]	4 [†]	4 [†]	4 [†]	4 [†]	
Premier [†]	4 [†]	5 [†]	6 [†]	8 [†]	10 [†]	12 [†]	15 [†]	
Club [†]	4	5	6	8	10	12	15	
Community [†]	4	5	6	8	10	12	15	
Basketball								
International	-	-	-	1	1	2	2	
Premier	-	-	1	1	2	2	2	
Club	1	1	2	2	3	3	3	
Community [†]	1	1	2	2	3	3	3	
Reduced court size [‡]	2	2	4	4	6	6	6	
Cricket practice / Indoor cricket								
Community [†]	4	4	8	8	12	12	12	
Gymnastics								
International	-	-	-	0	P	P	P	
Premier	P	P	1	1/2P	1/3P	1/3P	1/3P	
Club	P	1	1	1/2P	1/3P	1/3P	1/3P	
Community	P	1	2	2	3	3	3	
Five-a-side football / Futsal								
International	-	-	P	P	1	1	1	
Premier	P	P	1	1	3	3	3	
Club	1	1	2	2	3	3	3	
Community	1	1	2	2	3	3	3	
Handball								
International	-	-	-	1	1	1	1	
Premier	-	1	1	2	1	3	3	
Club	-	1	1	2	1	3	3	
Community	1	1	2	2	3	3	3	
Indoor hockey								
International	-	-	-	1	1	1	1	
Premier	-	P	P	1	1	1	1	
Club	-	P	P	1	1	1	1	
Community	1 Unhob	1 Unhob	1 Unhob	2	1	2	2	
Korfball								
International	-	-	-	-	1	1	1	
Premier	-	-	1	1	1	2	2	
Club	-	-	1	1	1	2	2	
Community	1	1	2	2	3	3	3	
Netball								
International ^{†††}	0	0	1	1	1	1	1	
Premier	0	1 [§]	1	2 [§]	1	3 [§]	3 [§]	
Club	1	1 [§]	2 [§]	2 [§]	3	3 [§]	3 [§]	
Community	1	1	2	2	3	3	3	
Sports hall athletics								
International	-	-	-	P	1P	1P	1P	
Premier	P	P	2P	2P	3P	3P	3P	
Club	P	P	2P	2P	3P	3P	3P	
Community	P	P	2P	2P	3P	3P	3P	
Volleyball								
International	0	0	1	1	2	2	2	
Premier	1	1	2	2	3	3	3	
Club	1	1	2	2	3	3	3	
Community [†]	1	1	2	2	3	3	3	
Training courts [†]	2P	2P	4P	4P	6P	6P	6P	

* Indicative court numbers are an update of the previous revision and should be checked against the space requirements for the individual sports to be accommodated.
 ** See Appendix 4 of 'Developing the Right Sports Hall' for guidance on the level of play category for each sport.
 *** P = Below space standard for competition play recommended by the governing body, but suitable for practice and training.

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

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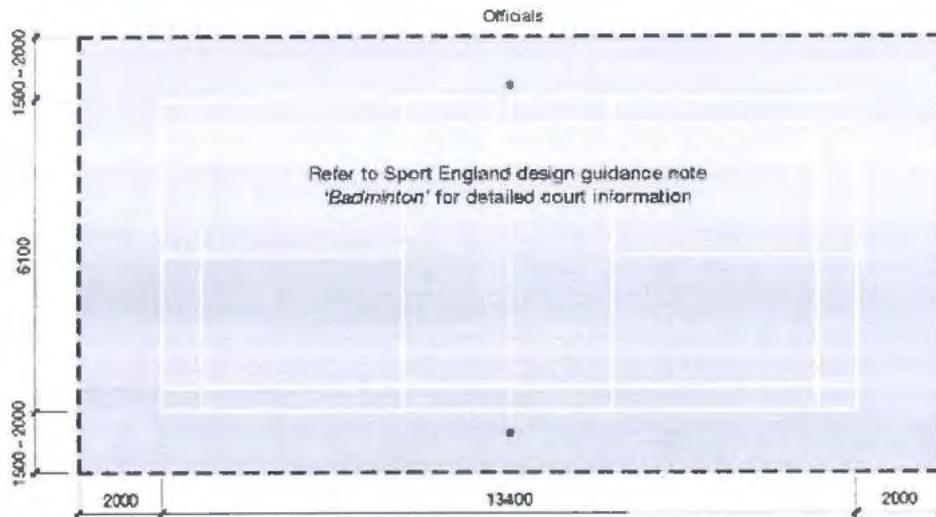
Sports Halls

Design
Guidance Note

Appendix 2

Court dimensions

Badminton



Dimensions of a badminton court (mm)

	Community	Club	Premier	International
Minimum height over court	6700	7500	9000	9000
Playing area (doubles court)				
Length	13400	13400	13400	13400
Width	6100	6100	6100	6100
Wall from baseline, min	2000	2000	2000	2000
Between opposing courts including division netting	3000	3000	4000	4000
Wall from sideline ¹	1500	1500	1500	2000
Between parallel courts, min	1500	1500	1500	2000
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 ²	17400 x 16700	17400 x 16700	17400 x 16700	17400 x 18200
For each additional court ³	17400 x 7600	17400 x 7600	17400 x 7600	17400 x 8100

Notes:

- ¹ To accommodate umpire chairs an additional width may be needed between court sides outside of safety run off.
- ² Excludes space for officials tables or division netting.
- ³ Excludes division netting.

www.badmintonengland.co.uk

Refer also to Sport England design guidance note 'Badminton'.

Badminton space requirements (mm)

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

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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:								
<ul style="list-style-type: none"> ITTF - International Table Tennis Federation (http://www.ittf.com/itf_handbook/itf_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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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 slips.....NIL
 Over Writing..... NIL
 Deletions.....NIL

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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 SINGCOUR TS	WEENPARA LLEL COURTS	
1	9.75	6.40	6.00	-	-	-	-	SPECTATOR SEATING
SOURCE OF INFORMATION:								
<ul style="list-style-type: none"> • WSF - World Squash Federation (http://www.worldsquash.org) 								
FLOOR FINISH		FLOOR FINISH		FLOOR FINISH		FLOOR FINISH		
MAPLE WOOD RESILIENT FLOORING		MAPLE WOOD RESILIENT FLOORING		MAPLE WOOD RESILIENT FLOORING		MAPLE WOOD RESILIENT FLOORING		

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


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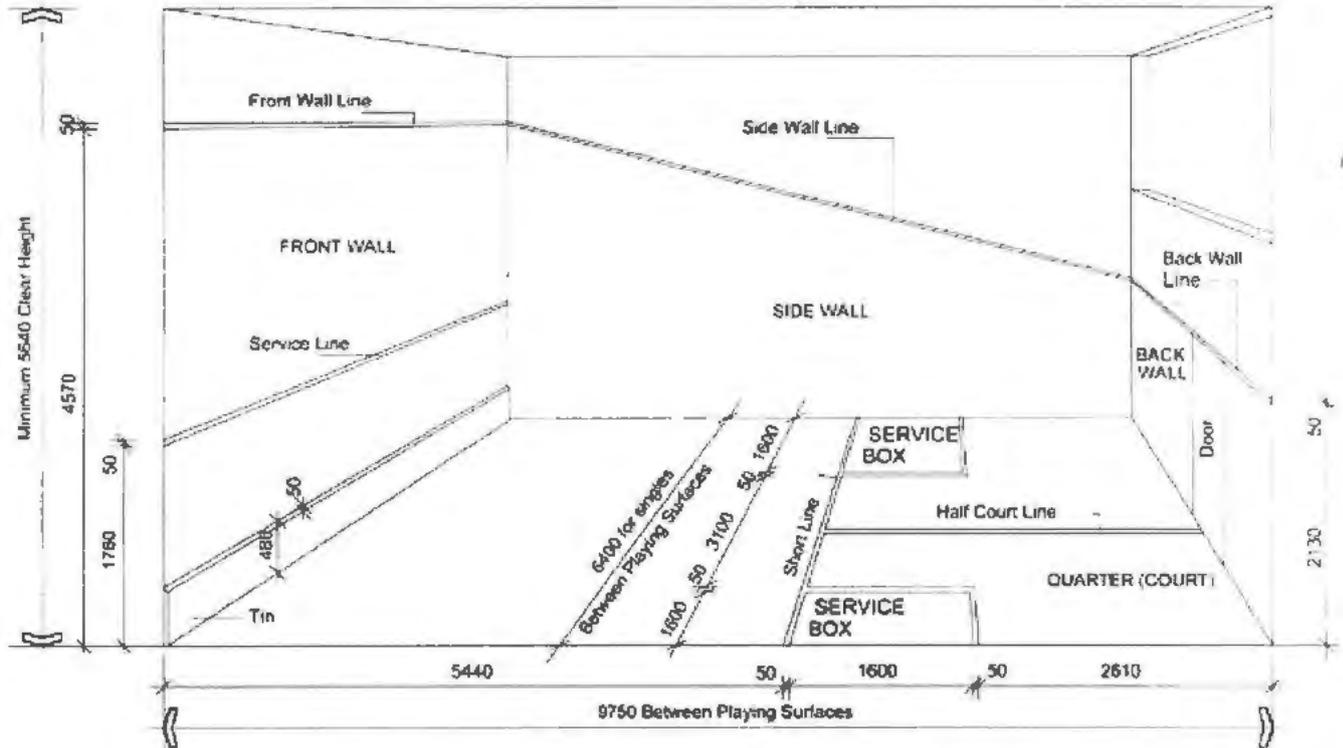

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Reference for International Standard

GENERAL CONFIGURATION OF THE INTERNATIONAL SINGLES COURT



NEAR SIDE WALL OMITTED FOR CLARITY

DIAGONALS FOR SINGLES 11665

Dimensions of Singles Squash Court

Also applicable for Racketball

Diagram 1

December 2012

WORLD SQUASH

WSF

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

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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

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WSF

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WORLD SQUASH

4.2.3 Diagonals: 123/5 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 5.64 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.

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

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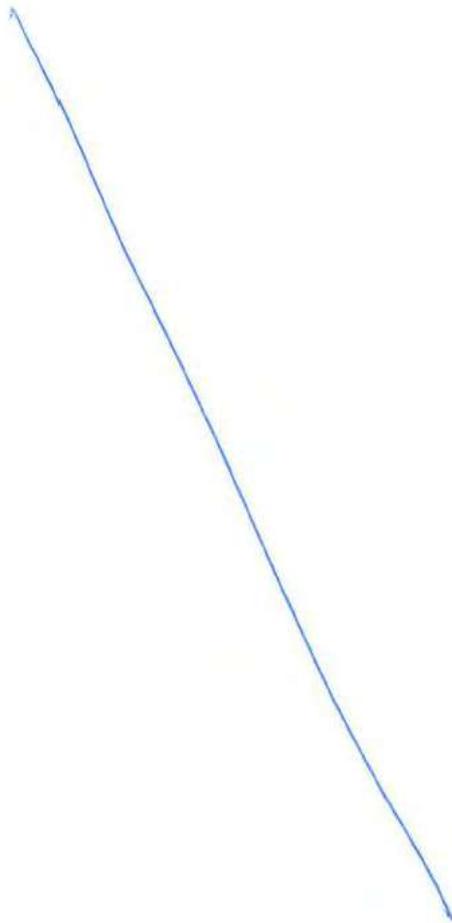
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Schedule E – Applicable Permits and Development Permits
(See Clause 4.1.3)

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
Deletions.....NIL


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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



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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


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For Worldstreet Sports Center Limited

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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
 Correction slips...NIL
 Over Writing... .. NIL
 Deletions.....NIL

For Worldstreet Sports Center Limited
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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


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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


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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

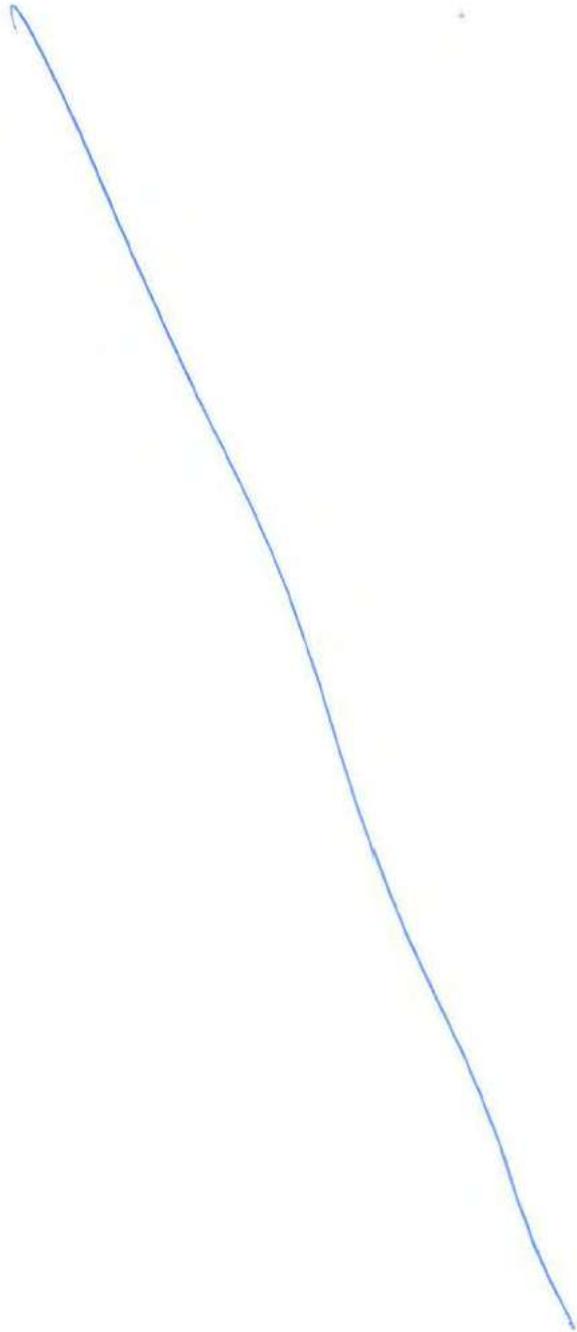

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Additions..... NIL
Corrections..... NIL
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

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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


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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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
Concessionaire
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EE/Sports Divn-1

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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

the INDEPENDENT ENGINEER by:

(Signature)

For and on behalf of

(Name)
(Designation)
(Address)

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


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Schedule J(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)
(e-mail address)

(Address)
(e-mail address)

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

For World Street Sports Center Limited

 Concessionaire
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EE/Sports Divn-1


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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
Deletions.....NIL


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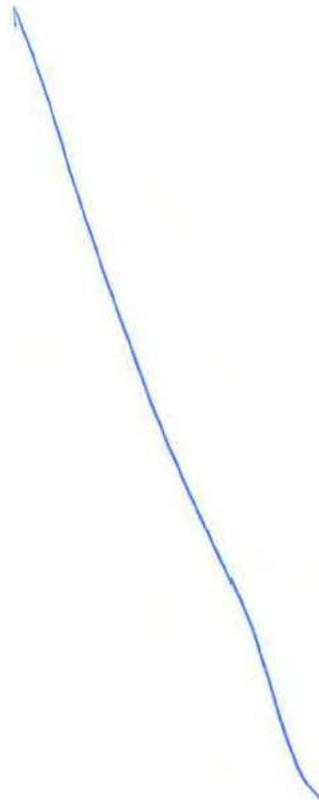
Practice. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

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.



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

For Worldstreet Sports Center Limited
Concessionaire
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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

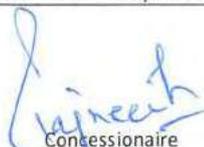
i. The Concessionaire shall perform routine and periodic maintenance activities including Annual Maintenance Contracts for the Mandatory Facilities viz, civil, mechanical and electrical works and equipment, furniture for meeting the specified performance standards as shown in the table below.

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


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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.
-----------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

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	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


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		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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
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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


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Schedule L – Safety Requirements

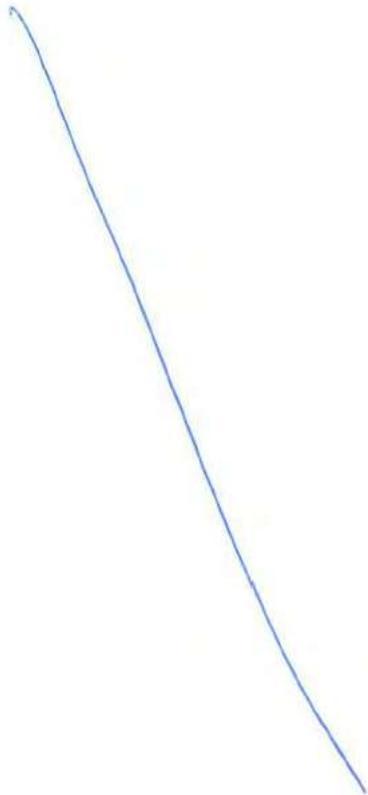
(See Clause 18.1.1)

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
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

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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


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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
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

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- (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


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- 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 5.5, 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

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- 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
Over Writing..... NIL
Deletions.....NIL


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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
Deletions.....NIL

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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 1 of 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


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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

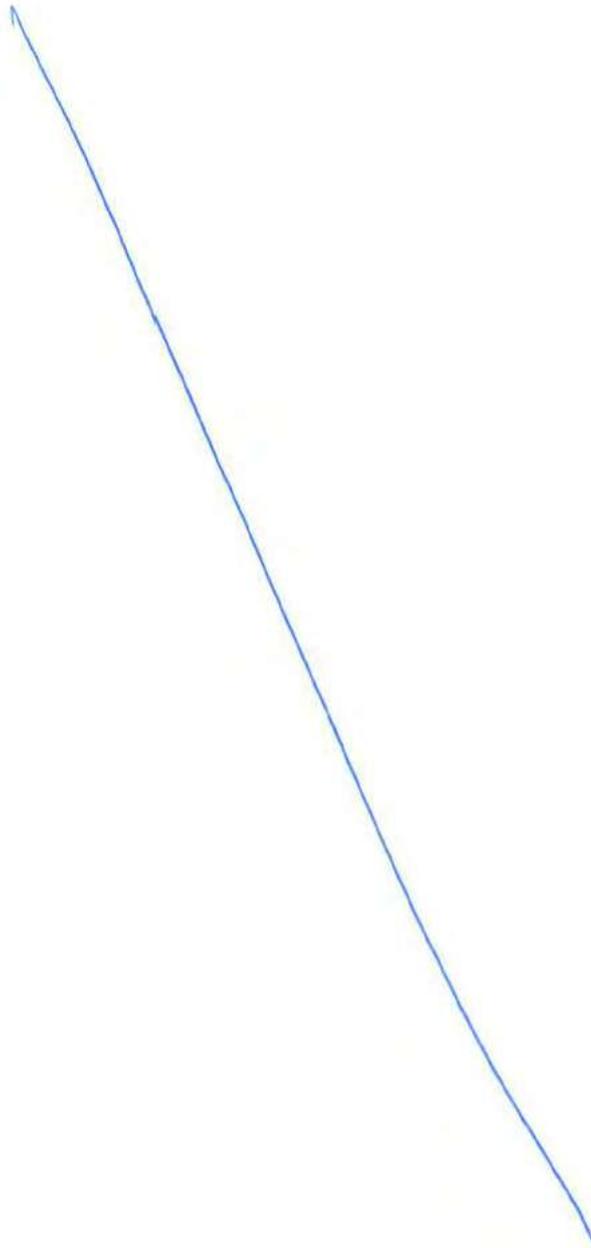
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obtain written receipt thereof. Two (2) copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

- 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


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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

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

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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


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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 slips.....NIL
Over Writing..... NIL
Deletions.....NIL


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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


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For Worldstreet Sports Center Limited

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DELHI DEVELOPMENT AUTHORITY
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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 Worldstreet Sports Center Limited
[Signature]
Concessionaire
Authorised Signatory

[Signature]
EE/Sports Divn-1

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- (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


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- (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 Worldstreet Sports Center Limited
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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


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For Worldstreet Sports Center Limited

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- (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

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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


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For Worldstreet Sports Center Limited

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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

For Worldstreet Sports Center Limited
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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


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For Worldstreet Sports Center Limited

Authorised Signatory

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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
Correction slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
Clayne
Concessionaire
Authorised Signatory

EE/Sports Divn-1

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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

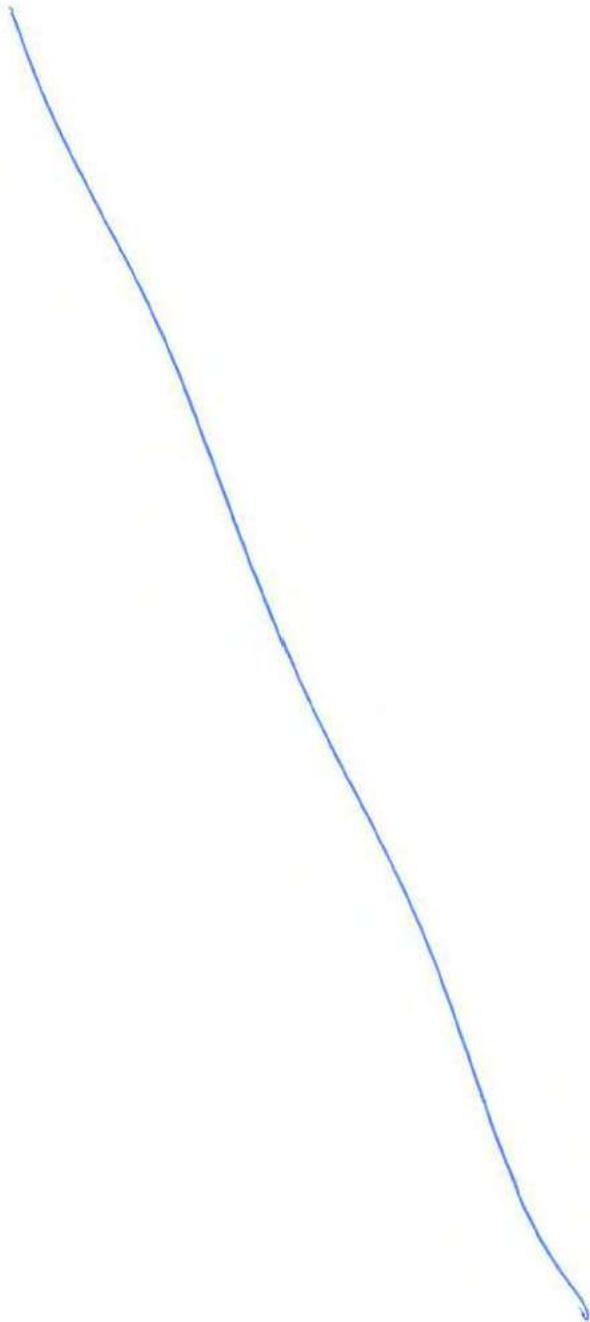

Concessionaire


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

rajneel
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

[Signature]
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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 (Sat/Sun/Holidays)	Corporate Booking	
			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.

i. 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


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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	Rate for one hour
Tennis Synthetic Court	75/-	125/-	

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

For Worldstreet Sports Center Limited
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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 Worldstreet Sports Center Limited


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DELHI DEVELOPMENT AUTHORITY
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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)
(e-mail address)

(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

[Handwritten Signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

[Handwritten Signature]
EE/Sports Divn-1

[Handwritten Signature]

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
For Worldstreet Sports Center Limited
Authorised Signatory


EE/Sports Divn-1

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

For Worldstreet Sports Center Limited
Agreed
Concessionaire
Authorized Signatory

EE/Sports Divn-1

- 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
For Worldstreet Sports Center Limited


EE/Sports Divn-1


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Authorised Signatory

Authorised Signatory

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 Worldstreet Sports Center Limited
 Concessionaire
Authorised Signatory

EE/Sports Divn-1

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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 Worldstreet Sports Center Limited
Authorized Signatory


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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 Worldstreet Sports Center Limited
Jajneeh
Concessionaire
Authorised Signatory

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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.

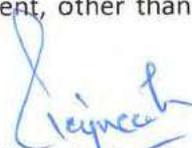
7. INDEMNITY

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 Worldstreet Sports Center Limited
Authorized Signatory


EE/Sports Divn-1

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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 slips...NIL
Over Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
(Signature)
Concessionaire
Authorized Signatory

EE/Sports Divn-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
Deletions.....NIL


Concessionaire
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- (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 Writing..... NIL
Deletions.....NIL

For Worldstreet Sports Center Limited
Signature
Concessionaire
Authorised Signatory

Signature
EE/Sports Divn-1

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
For Worldstreet Sports Center Limited
Authorised Signatory


EE/Sports Divn-1

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RFP Volume- II (Concession Agreement & Schedules)

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)

(insert name and designation)

(Address)
(e-mail address)

(Address)
(e-mail address)

ACCEPTED, SIGNED, SEALED AND DELIVERED

For and on behalf of Authority by:

(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

For Worldstreet Sports Center Limited
Jayvech
Concessionaire
Authorised Signatory

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EE/Sports Divn-1

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

[Handwritten signature]
Concessionaire

[Handwritten signature]
EE/Sports Divn-1

For Worldstreet Sports Center Limited

Authorised Signatory

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Schedule T – Lease Deed

(See Clause 9.1.2)

THIS INDENTURE made on this the.....day oftwo thousand.....between the President of India (hereinafter called "the Lessor" through the Delhi Development Authority, a body constituted under section 3 of the Delhi Development Act, 1957 (hereinafter called "the Authority") of the one part and Shri/ Smt./ M/s (hereinafter called "the Lessee") of the second part.

WHEREAS the lessee has vide the Concession Agreement dated _____ (hereinafter "Concession Agreement") granted Development Rights to _____ (the Concessionaire herein) to implement the Project at Site, involving development, financing, design, construction, operation and maintenance of the Project on the Design-Build-Finance-Operate-Transfer Basis (DBFOT) and the charging, demanding, collection, retention and appropriation of Fee/ user charges from the Users in accordance with the provisions of the Concession Agreement.

Pursuant to and under the Concession Agreement the Lessee is required to vest with the Concessionaire the Commercial Facilities (the "Premises") developed on the Site and all rights relating thereto for a period of 99 (ninety-nine) years under a valid and binding Lease Deed for the purpose of carrying out activities to the extent permitted under the Concession Agreement.

NOW THIS INDENTURE WITNESSETH that, in consideration of the signing of the Concession Agreement between the Lessor and the Lessee before the execution of these presents (the signing whereof the Lessor hereby acknowledges) and the rent hereinafter reserved and of the covenants on the part of the lessee hereinafter contained, the Lessor doth hereby demises unto the Lessee the Commercial Facilities developed on the Site pursuant to the Concession Agreement, which is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as the Premises) together with all rights, easements and appurtenances whatsoever to the said Premises belonging unto the lessee for a period of 99 (ninety-nine) years from the.....day of.....two thousand.....yielding and paying therefor yearly rent payable in advance at the rate of two and a half per cent of the applicable Commercial Circle Rate on the total constructed FAR area of the Premises or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payments on the fifteenth day of January and the fifteenth day of July in each year at the Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose, from time to time, the first of such payments to be made on the fifteenth day of.....two thousand.....and the rent amounting to Rs.....(Rupees.....only) from the date of commencement of this lease to the last mentioned date having been paid before the execution of these presents.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained as follows:

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

For Worldstreet Sports Center Limited

Concessionaire

Authorised Signatory

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1. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold washing, earth oils and quarries in or under the Premises, and full rights and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Site or for any building for the time being standing thereon, provided always that the Lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.
2. The lessee for himself, his heirs, executors and administrators and assignees covenants with the Lessor in the following manner:
 - (i) The yearly rent of two and a half per cent of the commercial circle rate shall be calculated on the FAR area constructed by the Lessee before the execution of these presents on such additional Far area constructed as provided herein fromday of.....two thousand.....
 - (ii) The lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
 - (iii) The lessee shall not deviate in any manner from the lay-out plan nor alter the size of the Premises whether by sub-division, amalgamation or otherwise.
 - (iii-a) the Lessee can, with the permission of the Lessor, sub-lease whole or part of the premises on such premium as may be decided by the Lessee, to any person (hereinafter called sub-leasee) through a triparty [DDA – Lessee – transferee] sub-lease, and no charges for Unearned increase shall be recoverable on this transfer.
 - (iii-b) The Lessee will not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said premises to any associate of the Lessee except with the previous consent in writing of the Lessor (DDA) which he shall be entitled to refuse in his absolute discretion.
 - (iv) (a) The sub-lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the Premises except with the previous consent in writing of the Lessor: PROVIDED that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and shall be entitled to claim and recover a portion of the unearned increase in the value (UEI) of the premises (or part thereof) at the time of sale, transfer, assignment or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding:

PROVIDED ALSO that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.

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


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For Worldstreet Sports Center Limited

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(b) Notwithstanding anything contained in sub-clause (a) above, the lessee may, with the previous consent in writing of the Lieutenant Governor, mortgage or charge the Premises to such person as may be approved by the Lieutenant Governor in his absolute discretion:

PROVIDED that in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover fifty per cent of the unearned increase in the value of the Premises as aforesaid and the amount of the Lessor's share of the said unearned increase, shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said Premises shall be final and binding on all parties concerned:

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(c) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(d) The unearned increase in value (UEI) shall be calculated by the following formula-

$$UEI = M - P \times C2 / C1 ; \text{ subject to a minimum of zero.}$$

Where

M = the fair market value of the land or property on the date of transfer

P = (a) in case of first transfer of lease, the premium paid, or (b) in case of subsequent transfer, fair market value of previous transfer for which UEI was paid.

C2 = Cost of Inflation Index (CII) for the year of transfer

C1 = CII for –

(A) In case of first transfer, the year in which this lease deed was executed;
or

(B) In case of subsequent transfer, the year of previous transfer for which UEI was paid

(v) Notwithstanding the restrictions, limitations and conditions as mentioned in subclause (vi)(a) above the lessee shall be entitled to sublet the whole or any part of the Premises for purposes of a tenancy for a term not the lease term.

(vi) Whenever the title of the lessee in the Premises is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

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


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- (vii) Whenever the title of the lessee in the premises is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor, and in the event of the death of the lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution to the Lessor. The transferee or the person on whom the title devolves, as the case may be, shall apply to the Lessor for certified copies of the document(s) evidencing the transfer or devolution.
- (viii) The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the Premises hereby demised.
- (ix) All arrears of rent and other payments due in respect of the Premises hereby demised shall be recoverable in the same manner as arrears of land revenue.
- (x) The lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
- (xi) The lessee shall not without the sanction or permission in writing of the proper municipal or other authority make any alteration or addition to the Premises.
- (xii) The lessee shall at all reasonable times grant access to the Premises to the Lieutenant Governor for being satisfied that the covenants and conditions contained herein have been and are being complied with.
- (xiii) The lessee shall on the determination of this lease peaceably yield up the said Premises unto the Lessor.
3. If the sum or sums payable towards the premia of the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this lease has been obtained by suppression of any fact or any misstatement, misrepresentation or fraud or if there shall have been, in the opinion of Lessor, whose decision shall be final, any breach by the lessee or by any person claiming through or under him, of any of the covenants or conditions contained herein and on his part to be observed, or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the Premises hereby demised, to re-enter upon and take possession of the Premises and fixtures and thereupon this lease and everything herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever nor to the return of any premia paid by him:
PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re-entry as aforesaid and in his absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as

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

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may be determined by him and may also accept the payment of the rent which shall be in arrears as aforesaid together with interest at the rate of nine per cent per annum or as decided by the Lessor.

4. No forfeiture or re-entry shall be effected until the Lessor has served on the lessee a notice in writing specifying the particular breach complained of, and if the breach is capable of remedy, requiring the lessee to remedy the breach; and if the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture or re-entry the Lessor may, in his discretion, relieve against forfeiture on such terms and conditions as he thinks proper.

Notwithstanding in this clause shall apply to forfeiture or re-entry for breach of covenants and conditions relating to sub-division, amalgamation and transfer of the Premises as mentioned in clause 2, or in case this lease has been obtained by suppression of any fact, misstatement, misrepresentation or fraud.

5. The rent hereby reserved shall be enhanced from the first day of January, two thousandand thereafter, at the end of each successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value of the site without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor:

PROVIDED ALWAYS that any such assessment of letting value for the purpose of the provisions shall be subject to the same right on the part of the lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887, or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

6. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be tried to settle amicably by the parties through mediation/conciliation and in case mediation/ conciliation process fails ,the matter shall be referred to the sole arbitrator appointed by Lieutenant Governor or any other person appointed by him.

The procedure for appointment of Arbitrator and arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act-1996 and/ or any statutory amendments or re-enactment thereof and the rules made thereunder for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The seat and plane of arbitration proceeding /adjudication by the arbitrator shall be Delhi/New Delhi. The language of arbitration proceedings/ adjudication shall be in English only. The award of the arbitrator shall be final and binding on the parties.

The Courts at Delhi/New Delhi shall have exclusive jurisdiction over all questions, disputes/differences arising under, pursuant to and/or in connection with these presents.

- ^E 7. All notices, directions, consents, or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Lieutenant Governor and shall be

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

For Worldstreet Sports Center Limited
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considered as duly served upon the lessee or any person claiming any right to the Premises, shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the lessee or such person.

- 8. (a) All powers exercisable by the Lessor under this lease may be exercised by the Lieutenant Governor. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him/them under this lease.
(b) The Lieutenant Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.
- 9. In this lease the expression "the Lieutenant Governor" means the Lieutenant Governor of Delhi for the time being or in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Lieutenant Governor by whatever designation, such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Lieutenant Governor under this lease.
- 10. The expression "the Lessor" and "the lessee" hereinbefore used shall where the context so admits include, in the case of the Lessor his successors and assigns and in the case of the lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the leasehold interest hereby created shall for the time being be vested by assignment or otherwise.
- 11. This lease is granted under the Government Grants Act, 1895.

IN WITNESS WHEREOF

Shri.....for and on behalf of and by the order and direction of the Lessor has hereunto set his hand AND Shri/Smt..... the lessee, has hereunto set his/her hand the day and year first above written.

SCHEDULE

The constructed commercial built-up area measuringor thereabouts located on the plot bounded as follows:

North.....

East.....

South.....

West.....

and shown in the annexed plan and marked with its boundaries in red.

Signed by Shri

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


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for and on behalf of and by the order and
direction of the President of India (Lessor)

In the presence of (1) Shri.....

Signed by Shri/Smt.....(Lessee)

In the presence of

(1) Shri.....

(2) Shri

[A large, diagonal blue scribble or signature mark.]

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

[Handwritten signature]
For Worldstreet Sports Center Limited
Concessionaire
Authorised Signatory

[Handwritten signature]
EE/Sports Divn-1

[Handwritten mark]

Schedule U – Format for Sub-Lease Deed

(See Clause 3.1.4)

THIS INDENTURE made this day of.....two thousand between the President of India (hereinafter called "**the Lessor**" through the Delhi Development Authority, a body constituted under section 3 of the Delhi Development Act, 1957 (hereinafter called "**the Authority**") of the one part and, registered under _____ Act, __ and having its registered office (hereinafter called "**the Lessee**") of the second part and Shri/Smt..... (hereinafter called "**the Sub-Lessee**") of the third part.

WHEREAS by a lease executed on the.....day of two thousand and registered in the office of the Registrar/ Sub-Registrar, Delhi/New Delhi (hereinafter called "**the Lease**") the Lessor demised unto the Lessee for a period of 99 years the Premises as mentioned therein.

AND WHEREAS under the Lease the Lessee may sub-lease on such premium and yearly rent as may be fixed by the Lessor, any portion of the Premises to third parties who may be approved by the Lieutenant Governor of Delhi (hereinafter called "**the Lieutenant Governor**").

AND WHEREAS the Sub-Lessee has applied to the Lessee for the grant of a sub-lease of a portion of the Premises and, on the faith of the statements and representations made by the Sub-Lessee, the Lessee, has agreed to grant and the Lessor has agreed to confirm a sub-lease of the said portion of the Premises, such sub-lease being co-terminus with the Lease.

AND WHEREAS on an application by the Lessee the Lessor has fixed the amount to be paid initially towards premium before the execution of these presents (and the Lessor shall fix subsequently additional sum or sums payable towards premium as provided in the covenants hereinafter contained) and the yearly rent of the Sub-Leased Premises hereby sub-leased.

AND WHEREAS the Lieutenant Governor has approved the sub-lease.

NOW, THIS INDENTURE WITNESSETH that in consideration of the Sub-Lessee having paid to the Lessee Rs. (Rupeesonly) towards premium and Rs..... (Rupees.....only) towards development before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Sub-Lessee hereinafter contained, the Lessee doth hereby sub-lease and the Lessor doth hereby confirm demise unto the Sub-Lessee all that Sub-Leased Premises being Unit No(s). Floor No. in the layout plan of containing by admeasurement a built-up area of..... or thereabouts situated at..... which Sub-Leased Premises is more particularly described in the schedule given hereunder and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as "**the Sub-Leased Premises**") together with all rights, easements and appurtenances whatsoever to the said Sub-Leased Premises belonging or appertaining (subject to the exceptions and reservations contained in the lease)

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


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to hold the premises hereby sub-leased unto the sub-lessee for a period co-terminus with the Lease from.....day oftwo thousand..... yielding and paying therefor yearly rent payable in advance at the rate of two and a half per cent of the applicable Commercial Circle Rate on the total constructed FAR area of the Sub-Leased Premises or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payment on the first day of January and the first day of July in each year at the registered office of the Lessee or at such other place as may be notified by the lessee for this purpose, from time to time, the first of such payments to be made on the first day oftwo thousandand the rent amounting to Rs..... (Rupees..... only) from the commencement of the sub-lease having been paid before the execution of these presents and the sub-lessee has agreed to pay further yearly ground rent at the rate herein mentioned above.

Subject always to the exceptions, reservations, covenants and conditions in the lease and hereinafter contained, as follows:

1. The Lessor excepts and reserves unto himself all moneys, minerals, coals, gold washing earth, oil and quarries in or under the Premises, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Premises provided always that the Lessor shall make reasonable compensation to the lessee and/ or the sub-lessee as may be entitled for all damages directly occasioned by the exercise of the rights, hereby reserved or any of them
2. The Sub-Lessee for himself, his heirs, executors, administrators and assignees covenants with the lessee and the Lessor in the manner following, that is to say:
 - (i) The yearly rent of two and a half per cent of the sub-lease premium hereby reserved shall be payable to the Lessor upon execution of these presents.
 - (ii) The Sub-Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
 - (iii) The Sub-Lessee shall not deviate in any manner from the layout plan nor alter the size of the Sub-Leased Premises whether by subdivision , amalgamation or otherwise.
 - (iv) Sub-Lessee shall at all times duly perform and observe all the covenants and conditions which are contained in the Lease on the part of the Lessee or Sub-Lessee thereunder to be performed and observed insofar as the same may be applicable to affect and relate to the Sub-Leased Premises sub-leased to him.
 - (v) (a) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the Sub-Leased Premises in any form or manner, benami or otherwise, except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion;

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

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(Signature)
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(Signature)
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(Signature)

PROVIDED that the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (the "UEI") of the Sub-Leased Premises at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the UEI and the decision of the Lessor in respect of the market value shall be final and binding:

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting 50% of the UEI as aforesaid;

(b) Notwithstanding anything contained in sub-clause (a) above, the Sub-Lessee may, with the previous consent in writing of the Lieutenant Governor mortgage or charge the Sub-Leased Premises to such person as may be approved by the Lieutenant Governor in his absolute discretion:

PROVIDED that, in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover fifty per cent of the UEI of the Sub-Leased Premises as aforesaid, and the amount of the Lessor's share of the said UEI shall be a first charge having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said Sub-Leased Premises shall be final and binding on all parties concerned:

PROVIDED ALSO that the Lessor shall have the pre-emptive right to purchase, mortgage or charge the property after deducting fifty per cent of the unearned increase as aforesaid.

PROVIDED FURTHER THAT the unearned increase in value (UEI) shall be calculated by the following formula:

$$UEI = M - P \times C2 / C1 ; \text{ subject to a minimum of zero.}$$

Where

M = the fair market value of the land or property on the date of transfer

P = (a) in case of first transfer of lease, the premium paid, or (b) in case of subsequent transfer, fair market value of previous transfer for which UEI was paid.

C2 = Cost of Inflation Index (CII) for the year of transfer

C1 = CII for –

(A) In case of first transfer, the year in which this lease deed was executed;
or

(B) In case of subsequent transfer, the year of previous transfer for which UEI was paid

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


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- (vi) The Lessor's right to the recovery of fifty percent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
- (vii) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (v)(a) and (v)(b) above, the Sub-Lessee shall be entitled to sublet the whole or any part of the Sub-Leased premises for the purpose of tenancy, without charging any premium, from month to month or for a term not exceeding five years.
- (viii) Whenever the title of the Sub-Lessee in the Sub-Leased Premises is transferred in any manner whatsoever, or a tenancy is granted, the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease and be answerable in all respects thereof.
- (ix) Whenever the title of the Sub-Lease in the Sub-Leased Premises is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer, give notice of such transfer, in writing to the Lessor and the Lessee. In the event of the death of the Sub-Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the landlord or tenant in respect thereof. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and lessee certified copies of the document(s) evidencing the transfer on devolution.
- (x) The Sub-Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this sub-lease be assessed, charged or imposed upon the Sub-Leased Premises or on the tenant in respect thereof.
- (xi) All arrears of rent and other payments due in respect of the Sub-Leased Premises shall, in the event of the same becoming recoverable by the Lessor, be recoverable by the Lessor in the same manner as arrears of land revenue.
- (xii) The Sub-Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
- (xiii) The Sub-Lessee shall not without the sanction or permission in writing of the Lessee and the proper municipal or other authority make any alteration or addition to the Sub-Leased Premises.
- (xiv) The Sub-Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the Sub-Leased Premises any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the Lessee and other Sub-Lessee and persons living in the neighbourhood:

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

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(xv) The Sub-Lessee shall at all reasonable times grant access to the Sub-Leased Premises to the Lieutenant Governor and the lessee for being satisfied that covenants and conditions contained herein and, in the lease, have been and are being complied with.

(xvi) The Sub-Lessee shall on the determination of this sub-lease peaceably yield upon the Sub-Leased Premises unto the Lessee or the Lessor, as may be entitled.

3. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this sublease has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or, if there shall have been, in the opinion of the Lessee or the Lessor, and the decision of the Lessor shall be final, any breach by the Sub-Lessee or any person claiming through or under him of any of the covenants or conditions contained herein and in the lease and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor or the Lessee with the prior consent in writing of the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the Sub-Leased Premises, to re-enter upon and take possession of the Sub-Leased Premises, and thereupon this sub-lease and everything therein contained shall cease and determine in respect of Sub-Leased Premises so re-entered upon, and the sub-lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him:

PROVIDED that, notwithstanding, anything contained herein to the contrary the Lessor, in his absolute discretion, or the Lessee with the prior consent in writing of the Lessor; may, without prejudice to the right of re-entry as aforesaid, waive or condone breaches, temporarily or otherwise, on receipt of such amount by the Lessor or by the Lessee, on behalf of the Lessor and on such terms and conditions as may be determined by the Lessor and Lessor or the Lessee whoever may be entitled may also accept the payment of the said sum or sums or the rent which shall be in arrears as aforesaid together with interest at the rate of six per cent per annum. The amounts for waiver or condonation received by the Lessee from the Sub-Lessee shall be paid forthwith by the Sub-Lessee to the Lessee or the Lessor subject to such deductions as the Lessor may, in his absolute discretion, allow to be retained by the Lessee.

4. No forfeiture or re-entry shall be affected until the Lessor or the Lessee has served on the Sub-Lessee a notice in writing; specifying the particular breach complained of and if the breach is capable of remedy, requiring the Sub-Lessee to remedy the breach, and if the Sub-Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the Lessor in his discretion or the Lessee, with the prior consent in writing of the Lessor, may relieve against forfeiture on such terms and conditions as the Lessor thinks proper.

But nothing in this clause shall apply to forfeiture or re-entry for breach of covenants and conditions relating to sub-division or amalgamation and transfer of the Sub-Leased Premises as mentioned in clause 2, or in case the sub-lease has been obtained by suppression of any fact misstatement, misrepresentation or fraud.

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


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5. The rent hereby reserved shall be enhanced by the Lessor from the first day of January, two thousand.....and thereafter at the end of successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value of the site without building on the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor:
PROVIDED always that such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the sub-lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were in assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887, or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder;
6. The Lessor shall, in addition to all his other rights have the right in the event of the failure of the Lessee to observe and perform any of the covenants and conditions contained in the lease to require and enforce the performance and compliance therewith from the Sub-Lessee so far as those relate to the Sub-Leased Premises sub-leased to him and to realise directly from the Sub-Lessee the yearly rent and other sums due and payable by him thereunder to the Lessee.
7. In the event of the dissolution of the Lessee, for whatsoever cause, the Lease shall stand determined and the Sub-Lessee shall be deemed to be the successor in interest of the Lessee under the Lease and all rights and obligations of the lessee thereunder shall devolve upon the Sub-Lessee insofar as those pertain to the Sub-Leased Premises thereby subleased to him and he shall observe and perform the said obligations to the Lessor and the Lessor shall be deemed to be successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, the Sub-Lessee shall observe and perform his obligations under this Sub-Lease to the Lessor.
8. In the event of any question, dispute or difference arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents) the same shall be tried to settle amicably by the parties through mediation/conciliation and in case mediation/ conciliation process fails, the matter shall be referred to the sole arbitrator appointed by Lieutenant Governor or any other person appointed by him.

The procedure for appointment of Arbitrator and arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act-1996 and/ or any statutory amendments or re-enactment thereof and the rules made thereunder for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The seat and plane of arbitration proceeding /adjudication by the arbitrator shall be Delhi/New Delhi. The language of arbitration proceedings/ adjudication shall be in English only. The award of the arbitrator shall be final and binding on the parties.

The Courts at Delhi/New Delhi shall have exclusive jurisdiction over all questions, disputes/differences arising under, pursuant to and/or in connection with these presents.

9. All notices, orders, directions, consents or approvals to be given under this sublease shall be in writing and shall be signed by such officer as may be authorised by the Lieutenant Governor when

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

For Worldstreet Sports Center Limited,
(Signature)
Authorised Signatory

Concessionaire

EE/Sports Divn-1

the same are given on behalf of the Lessor or the Lieutenant Governor, or by such person as may be authorised by the lessee, when the same are given on its behalf, and shall be considered as duly served upon the sub-lessee or any person claiming any right to the Sub-Leased Premises or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the sub-lessee or such person.

10. (a) All powers exercisable by the Lessor under this sub-lease may be exercised by the Lieutenant Governor, the Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this sublease.

(b) The Lieutenant Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this sub-lease except the powers of the Lessor exercisable by him by virtue of clause (a) above.

11. In this sub-lease, the expression "the Lieutenant Governor" means the Lieutenant Governor of Delhi for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other function with the functions similar to those of the Lt. Governor by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Lieutenant Governor under this sub-lease.

12. The expressions the "Lessor" , the "Lessee" and the "Sub-Lessee" hereinafter used shall where the context so admits include, in the case of the Lessor, his successors and assignees; in the case of the Lessee, his heirs, executors, administrators or legal representatives and the person or persons in whom the leased interest created by the Lease shall for the time being be vested by assignment or otherwise; and in the case of the Sub-Lessee, his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by the sub-lease shall for the time being be vested by assignment or otherwise.

IN WITNESESTH WHEREOF

Shri.....for and on behalf of lessee by the order and direction of the Lessor has hereunto set his hand the common seal of the Lessee has hereunto been affixed and Shri/Smt.....the Sub-Lessee has hereunto set his/her hand the day and year first abovementioned.

SCHEDULE

The constructed commercial built-up area (Unit No., Floor.....) measuringor thereabouts located on the commercial building constructed upon plot bounded as follows:

North.....

East.....

South.....

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


Concessionaire
For Worldstreet Sports Center Limited


EE/Sports Divn-1

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

West.....

and shown in the annexed plan and marked with its boundaries in red.

Signed by Shri.....for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of:

(1) Shri.....

The common seal of (lessee) is hereby affixed in the presence of Shri.....

(Name and designation) in pursuance of bye-law No.....of.....the [.....(Lessee)].....(Seal)

Resolution No.....dated the..... of the.....Managing Committee of the..... (lessee) and the said Shri..... have signed in the presence of:

(1) Shri.....

(2) Shri.....

Signed by Shri/Smt.....

(sub-lessee)

In the presence of:

(1) Shri.....

(2) Shri.....

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

(Signature)
Concessionaire
(Signature)
EE/Sports Divn-1

3-6



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that **WORLDSTREET SPORTS CENTER LIMITED** is incorporated on this Second day of June Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is **U70109DL2022PLC399496**.

The Permanent Account Number (PAN) of the company is **AADCW2771Q** *

The Tax Deduction and Collection Account Number (TAN) of the company is **DELW06249F** *

Given under my hand at Manesar this Second day of June Two thousand twenty-two .

DS MINISTRY OF
CORPORATE AFFAIRS 10

Digital Signature Certificate
Mr. JHABBOO RAM MEENA
ASST. REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

WORLDSTREET SPORTS CENTER LIMITED

Plot Number 14 Jasola, Bchind Apollo Hospital, Delhi, New Delhi, Delhi,
India. 110025

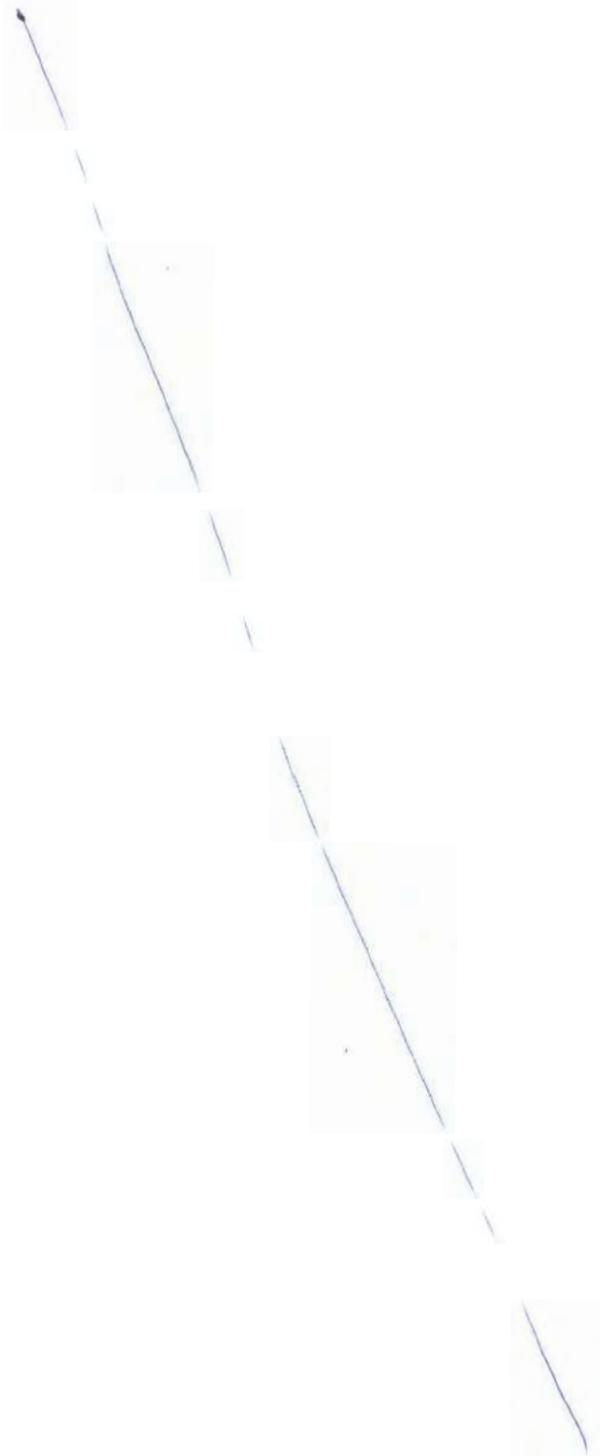
* as issued by the Income Tax Department

For Worldstreet Sports Center Limited

Authorised Signatory



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Janeed
For Worldstreet Sports Center Limited
Authorized Signatory

[Signature]
PE

378

[Pursuant to Schedule I (see sections 4 and 5) to the Companies Act, 2013] FORM NO. INC-33

SPICE+MOA
(e-Memorandum of Association)

* Table applicable to company as notified under schedule I of the companies Act, 2013

A

Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1. The Name of the Company is

WORLDSTREET SPORTS CENTER LIMITED

2. The Registered office of the company will be situated in the state of

Delhi-DL

3.(a) The objects to be pursued by the company on its incorporation are

To carry on the business of real estate consultants and offer consultancy, advisory and all related services, the business of builders, real estate-developers, contractors, sub-contractors, dealers and to enter into contracts and arrangements of all kinds with builders, tenants, occupiers and others, land development, service apartments, serviced plots, constructions of residential and commercial premises including business centers, stadiums, commercial complexes, sports complexes, sports city and offices, securing lands, private or Government for formation and development of town ships, and to deal in and act as agents for lands, buildings, factories, houses, flats and other residential and commercial plots, and to act as agents and contractors for the purpose of and construct/maintain and alter residential, commercial, industrial plots and properties and sale or lease them out by providing with all modern amenities and development thereof and securing capital, funds and raising loans for construction and advancing to other organizations for similar purposes, or to do any other work in connection with any building or building works, roads, highways, bridges, parkings, sewers, canals, wells, dams, power plants, reservoirs, tramways, railways, road transport, metro, sanitary, water, gas, electric lights, telephonic and telegraphic works, and such purposes to prepare in designing, estimating, planning, modeling and any other work for the infrastructure facilities.

3.(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To purchase, lease, exchange, acquire, own, import or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.
2. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this Company.
3. To vest any movable or immovable property, rights or interests required by or received or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
4. To undertake or promote scientific research relating to the main business or class of business of the Company.
5. To pay for preliminary and pre-incorporation expenses of the Company.
6. To acquire and takeover the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this Company is authorized to carry on, possession of any property or rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.
7. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, financial or any other such assistance for carrying out all or any the main objects of the Company or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and necessary formulas and patent rights for furthering the main objects of the Company.

For Worldstreet Sports Center Limited

Authorised Signatory

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8. Subject to Sections 230 to 233 of the Act, to amalgamate with any other company having objects whether similar or not to the objects of the Company in any manner whether with or without the liquidation.
9. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the Company.
10. To apply for, obtain, purchase or otherwise acquire prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, designs, patterns, copyrights, trademarks, licenses concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.
11. To apply for and obtain any order under any Act or Legislature, charter, privilege concession, license or authorization of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the Company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.
12. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licenses and concessions which the Company may think desirable to obtain and to carry out, exercise and comply therewith.
13. To procure the Company to be registered or recognized in or under the laws of any place outside India and to do all act necessary for carrying on in any foreign country for the business or profession of the Company.
14. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the Company.
15. To advance money either with or without security, and to such persons and upon such terms and conditions as the Company may deem fit and also to deal with the money of the Company not immediately required, including by way of investment in Bank deposits, Mutual Funds, Shares, movable and immovable property etc. not being an investment in Company's own shares provided that the Company shall not carry on the main business of banking as defined in the Banking Regulations Act, 1949.
16. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.
17. To establish, or promote or concur in establishing or promote any company for the purpose of dealing all or any of the properties, rights and liabilities of the Company.
18. To sell, mortgage, exchange, grant licenses and other rights improve, manage, develop and dispose of undertakings, investments, assets and effects of the company or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures or other securities of any other such company having main objects altogether or in part similar to those of the Company.
19. Subject to the Provisions of Section 66 of the Act, to distribute among the members in specie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.
20. To distribute as dividend or bonus among the member or to place to reserve or otherwise to apply, as the Company may, from time to time, determine any money received by way of premium on debentures issued at a premium by the Company and any money received in respect of forfeited shares, money arising from the sale by the Company of forfeited shares subject to the provisions of Sec. 52 of the Companies Act, 2013.
21. To employ agents or experts to investigate and examine into the conditions, prospects value, character and circumstances of any business concerns and undertakings and generally of any assets properties or rights which the Company proposes to acquire.
22. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research, redemption, extending or maintaining any of the properties of the Company or for any other such purpose conducive to the interest of the Company.
23. Subject to the provisions of Section 179 of the Companies Act, 2013 and Section 182 & 183 of Companies Act, 2013, to subscribe contribute, gift or donate any moneys, rights or assets for any national educational, religious, charitable, scientific, public, general or usual objects or to make gifts or donations of moneys or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities, college or any individual, body of individuals or bodies corporate.
24. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of the donations, gratuities pensions, allowances, bonuses or emoluments of any persons who are or were at any time in the employment or service of the company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or any other company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidize and subscribe to any institutions, associations, club or funds



calculated to be for the benefit of or advance aforesaid and make payments to any such persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

- 25. To establish, for any of the main objects of the Company, branches or to establish any firm or firms, or to promote subsidiaries, special purpose vehicles, enter into joint ventures or otherwise enter into any legal structure, at places in or outside India as the Company may deem expedient.
- 26. To pay for any property or rights acquired by or for any services rendered to the Company and in particular to remunerate any person, firm or company introducing business to the company either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the company may determine, subject to the provision of section 186 of the Companies Act, 2013.
- 27. To pay out of the funds of the company all costs, charges and expenses of and incidental to the formation and registration of the company and any company promoted by the company and also all costs, charges, duties, impositions and expenses of and incidental to the acquisition by the company of any property or assets.
- 28. To send out to foreign countries, its director, employees or any other person or persons for investigation possibilities of main business or trade procuring and buying any machinery or establishing trade and business connections or for promoting the interests of the company and to pay all expenses incurred in the connection.
- 29. To compensate for loss of office of any Managing Director or Directors or other officers of the Company within the limitations prescribed under the Companies Act or such other statute or rule having the force of law and to make payments to any person whose office of employment or duties may be determined by virtue of any transaction in which the Company is engaged.
- 30. To agree to refer to arbitration any dispute, present or future between the Company and any other company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
- 31. To appoint agents, sub-agents, dealers, managers canvassers, sales, representatives or salesmen for transacting all or any kind of the main business of which this Company is authorized to carry on and to constitute agencies of the Company in India or in any other country and establish depots and agencies in different parts of the world.
- 32. Subject to section 73, 74, 179, 180, 181, 185 & 186 of the Act and rules and regulations made thereunder and the Directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner and at such time or times as the Company thinks fit and in particular by the issue of debentures, debentures-stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the properties, or assets or revenues and profits of the Company both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or such other person or company to give the lenders the power to sale and such other powers as may seem expedient and purchase redeem or pay off any such securities.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The share capital of the company is 1,000,000.00 rupees, divided into,

100,000.00	Equity	shares of	10.00	rupees each	,and
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6 We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company (Applicable in case of one person company):

For Worldstreet Sports Center Limited

Authorised Signatory




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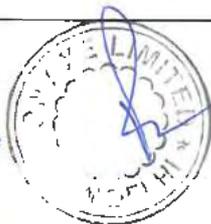
S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken	DSC	Dated	
1	OMAXE LIMITED CIN: L74899HR1989PLC051918 (through its Authorized Representative) Mr. Rajneesh Pabbi, S/o Ashok Pabbi Kumar R/o 5D-5, Shanti Niwas Church, MCF Colony, Faridabad, Haryana, 121001, Serviceman	APTPP9292H	9,994	Equity	Rajneesh Pabbi Digitally signed by Rajneesh Pabbi Date: 2022.05.31 13:45:33 +05'30'	31/05/22
				Preference		
2	Mr. Roopendra Kumar (Nominee of Omaxe Limited) S/o Mr. Raj Bahadur Sharma R/o Flat No. G-33 Gulshan Ikebana, Sector-143, Shahdara, Gautam Buddha Nagar, Uttar Pradesh, 201304, Serviceman	05222223	1	Equity	Roopendra Kumar Digitally signed by Roopendra Kumar Date: 2022.05.31 13:47:48 +05'30'	31/05/22
				Preference		
3	Mr. Jitender Kumar Garg (Nominee of Omaxe Limited) S/o Mr. Suresh Kumar Garg R/o H. NO. - 612 B Sainik Colony, Sector - 49, Faridabad, Haryana 121001, Serviceman	00086161	1	Equity	Jitender Kumar Garg Digitally signed by Jitender Kumar Garg Date: 2022.05.31 13:50:31 +05'30'	31/05/22
				Preference		
4	Mr. Virender Kumar (Nominee of Omaxe Limited) S/o Bhoop Lal R/o House Fca 227, Jain Colony, Ballabgarh, Faridabad, Haryana 121004, Serviceman	03563087	1	Equity	VIRENDER KUMAR Digitally signed by VIRENDER KUMAR Date: 2022.05.31 13:45:11 +05'30'	31/05/22
				Preference		
5	Mr. Kamal Kishore Gupta (Nominee of Omaxe Limited) S/o Mr. Ved Prakash Gupta R/o 15-B/85, Triok Appartment, I.P. Extn. Patpar Ganj, Shakarpur, New Delhi, 110092, Serviceman	02180278	1	Equity	KAMAL KISHORE GUPTA Digitally signed by KAMAL KISHORE GUPTA Date: 2022.06.01 13:52:06 +05'30'	31/05/22
				Preference		
6	Mr. Manish Goel (Nominee of Omaxe Limited) S/o Mr. Ram Gopal Goel R/o 47B/3 JIA SARAI, I.I.T Gate Hauz Khas, South West Delhi, 110016, Serviceman	03560939	1	Equity	MANISH GOEL Digitally signed by MANISH GOEL Date: 2022.05.31 13:51:48 +05'30'	31/05/22
				Preference		
7	Mr. Yogender Mangla (Nominee of Omaxe Limited) S/o Mr. Jagdish Chand Mangla R/o House no. 208, tower bloomberg, omaxe new heights Sector. 78, faridabad Haryana 1201010, Serviceman	07099671	1	Equity	YOGENDER MANGLA Digitally signed by YOGENDER MANGLA Date: 2022.05.31 13:54:22 +05'30'	31/05/22
				Preference		
Total Shares taken			10,000.00	Equity		
				Preference		

Signed before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
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For Worldstreet Sports Center Limited

Authorised Signatory



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FCS	Tarun Jain	S/o Mr. Surender Kumar Jain, 1001, Vikrant Tower Rajendra Place 110008, Practicing Company Secretary	4645	Digitally signed by TARUN JAIN Date 2022.05.31 14:05:07 +05'30'	31/05/22
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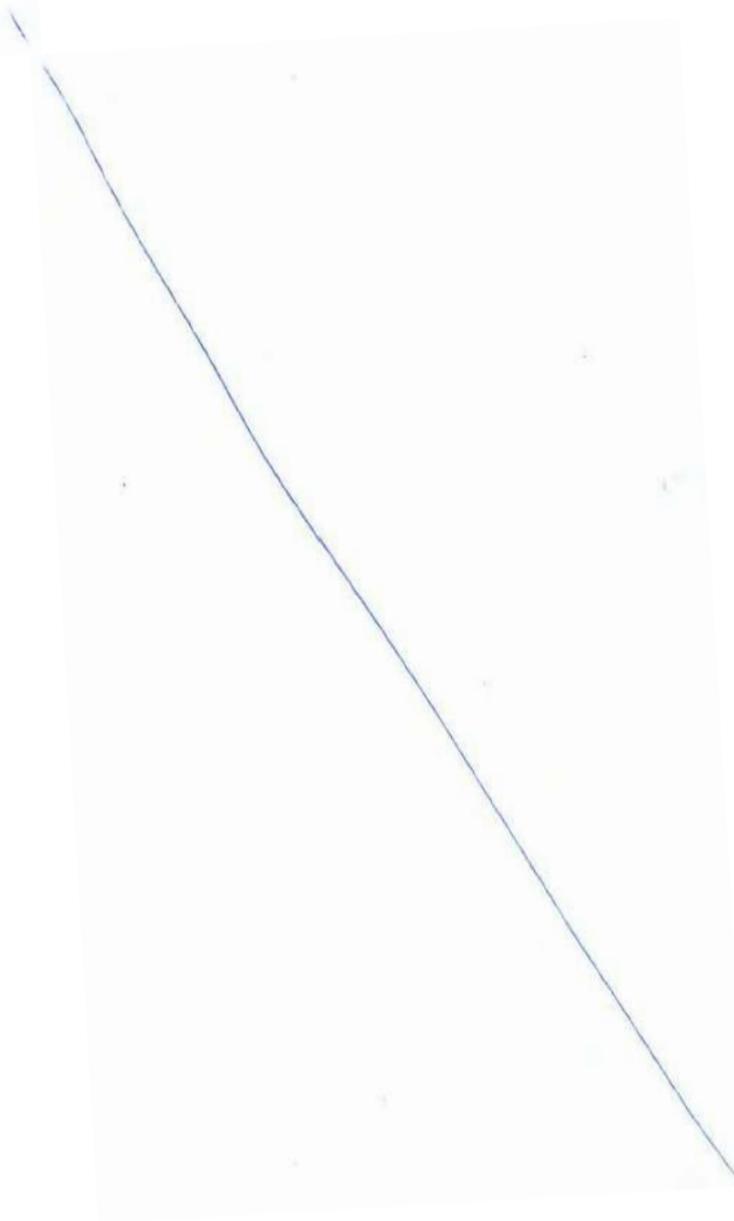
Modify

Check Form

Worldstreet Sports Center Limited
Tarun Jain
Authorized Signatory

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For Worldstreet Sports Center Limited
[Handwritten Signature]
Authorised Signatory



[Handwritten Mark]
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384

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

SPICE+ AOA

(e-Articles of Association)

*Table as notified under schedule I of the companies Act, 2013 is applicable to the company

WORLDSTREET SPORTS CENTER LIMITED

A COMPANY LIMITED BY SHARES

Check if not applicable	Check if altered	Article No	Description
			<i>Interpretation</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	<p>(1) In these regulations-</p> <p>(a) "the Act" means the Companies Act, 2013,</p> <p>(b) "the seal" means the common seal of the company.</p> <p>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.</p> <p>(3) Public company means a company which</p> <p>(a) is not a private company and</p> <p>(b) has a minimum paid-up share capital, as may be prescribed</p> <p>Provided that a company which is a subsidiary of a company, not being a private company, shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles</p>
			<i>Share capital and variation of rights</i>
<input type="checkbox"/>	<input type="checkbox"/>	1	Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
<input type="checkbox"/>	<input type="checkbox"/>	2	<p>(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders</p>
<input type="checkbox"/>	<input type="checkbox"/>	3	<p>(i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.</p> <p>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	4	Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional

For Worldstreet Sports Center Limited

Authorised Signatory



			part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
<input type="checkbox"/>	<input type="checkbox"/>	5	(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
<input type="checkbox"/>	<input type="checkbox"/>	6	(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
<input type="checkbox"/>	<input type="checkbox"/>	7	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
<input type="checkbox"/>	<input type="checkbox"/>	8	Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
			Lien
<input type="checkbox"/>	<input type="checkbox"/>	9	(i) The company shall have a first and paramount lien- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company; Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10	The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made- (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	11	(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer. (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
<input type="checkbox"/>	<input type="checkbox"/>	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
<input type="checkbox"/>	<input type="checkbox"/>	13	(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares. (iii) A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

<input type="checkbox"/>	<input type="checkbox"/>	16	(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/>	<input type="checkbox"/>	17	(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/>	<input type="checkbox"/>	18	The Board- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
			Transfer of shares
<input type="checkbox"/>	<input type="checkbox"/>	19	(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	20	The Board may, subject to the right of appeal conferred by section 58 decline to register- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the company has a lien.
<input type="checkbox"/>	<input type="checkbox"/>	21	The Board may decline to recognise any instrument of transfer unless- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.
<input type="checkbox"/>	<input type="checkbox"/>	22	On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
			Transmission of shares
<input type="checkbox"/>	<input type="checkbox"/>	23	(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
<input type="checkbox"/>	<input type="checkbox"/>	24	(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either- (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	25	(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
<input type="checkbox"/>	<input type="checkbox"/>	26	A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered

			himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	27	If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
<input type="checkbox"/>	<input type="checkbox"/>	28	The notice aforesaid shall- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
<input type="checkbox"/>	<input type="checkbox"/>	29	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
<input type="checkbox"/>	<input type="checkbox"/>	30	(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	31	(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
<input type="checkbox"/>	<input type="checkbox"/>	32	(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; (iii) The transferee shall thereupon be registered as the holder of the share; and (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
<input type="checkbox"/>	<input type="checkbox"/>	33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
			Alteration of capital
<input type="checkbox"/>	<input type="checkbox"/>	34	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
<input type="checkbox"/>	<input type="checkbox"/>	35	Subject to the provisions of section 61, the company may, by ordinary resolution,- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	36	Where shares are converted into stock,- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit; Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

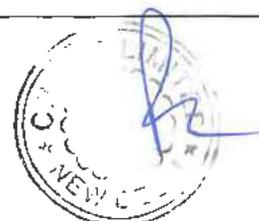


<input type="checkbox"/>	<input type="checkbox"/>	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,- (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
			Capitalisation of profits
<input type="checkbox"/>	<input type="checkbox"/>	38	(i) The company in general meeting may, upon the recommendation of the Board, resolve- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively; (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B); (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
<input type="checkbox"/>	<input type="checkbox"/>	39	(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and (b) generally do all acts and things required to give effect thereto. (ii) The Board shall have power- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares; (iii) Any agreement made under such authority shall be effective and binding on such members.
			Buy-back of shares
<input type="checkbox"/>	<input type="checkbox"/>	40	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			General meetings
<input type="checkbox"/>	<input type="checkbox"/>	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	42	(i) The Board may, whenever it thinks fit, call an extraordinary general meeting. (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
			Proceedings at general meetings
<input type="checkbox"/>	<input type="checkbox"/>	43	(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
<input type="checkbox"/>	<input type="checkbox"/>	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	45	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	46	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

			<i>Adjournment of meeting</i>
<input type="checkbox"/>	<input type="checkbox"/>	47	(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			<i>Voting rights</i>
<input type="checkbox"/>	<input type="checkbox"/>	48	Subject to any rights or restrictions for the time being attached to any class or classes of shares,- (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	51	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
<input type="checkbox"/>	<input type="checkbox"/>	54	(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			<i>Proxy</i>
<input type="checkbox"/>	<input type="checkbox"/>	55	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
<input type="checkbox"/>	<input type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
<input type="checkbox"/>	<input type="checkbox"/>	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			<i>Board of Directors</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	The First Directors of the Company shall be the persons mentioned hereunder: 1. Mr. Chandan Kumar 2. Mr. Mukesh Gautam 3. Mr. Pankaj Kamatak
<input type="checkbox"/>	<input type="checkbox"/>	59	(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company.



<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	61	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
<input type="checkbox"/>	<input type="checkbox"/>	62	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
<input type="checkbox"/>	<input type="checkbox"/>	63	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
<input type="checkbox"/>	<input type="checkbox"/>	64	(i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
<input type="checkbox"/>	<input type="checkbox"/>	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	67	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
<input type="checkbox"/>	<input type="checkbox"/>	68	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	69	(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	70	(i) A committee may elect a Chairperson of its meetings. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	71	(i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	72	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	73	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input type="checkbox"/>	74	Subject to the provisions of the Act,- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer



<input type="checkbox"/>	<input type="checkbox"/>	75	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
			The Seal
<input type="checkbox"/>	<input type="checkbox"/>	76	(i) The Board shall provide for the safe custody of the seal. (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
<input type="checkbox"/>	<input type="checkbox"/>	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input type="checkbox"/>	<input type="checkbox"/>	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			Accounts
<input type="checkbox"/>	<input type="checkbox"/>	86	(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors. (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			Winding up
<input type="checkbox"/>	<input type="checkbox"/>		Subject to the provisions of Chapter XX of the Act and rules made thereunder- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the

		87	<p>whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>
			Indemnity
<input type="checkbox"/>	<input type="checkbox"/>	88	<p>Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.</p>

Worldstreet Sports Center Limited
 Authorised Signatory




EE



Subscriber Details						
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated	
1	OMAXE LIMITED CIN: L74899HR1989PLC051918 (through its Authorized Representative) Mr. Rajneesh Pabbi, S/o Ashok Pabbi Kumar R/o 5D-5, Shanti Niwas Church, MCF Colony, Faridabad, Haryana, 121001, Serviceman	APTPP9292H	New Delhi	Rajneesh Pabbi <small>Digitally signed by Rajneesh Pabbi Date: 2022.05.31 13:45:00 +0530</small>	31/05/2022	
2	Mr. Roopendra Kumar (Nominee of Omaxe Limited) S/o Mr. Raj Bahadur Sharma R/o Flat No. G-33 Gulshan Ikebana, Sector-143, Shahdara, Gautam Buddha Nagar, Uttar Pradesh, 201304, Serviceman	05222223	New Delhi	Roopendra Kumar <small>Digitally signed by Roopendra Kumar Date: 2022.05.31 13:45:32 +0530</small>	31/05/2022	
3	Mr. Jitender Kumar Garg (Nominee of Omaxe Limited) S/o Mr. Suresh Kumar Garg R/o H. NO. - 612 B Sainik Colony, Sector - 49, Faridabad, Haryana 121001, Serviceman	00086161	New Delhi	Jitender Kumar Garg <small>Digitally signed by Jitender Kumar Garg Date: 2022.05.31 13:50:11 +0530</small>	31/05/2022	
4	Mr. Virender Kumar (Nominee of Omaxe Limited) S/o Bhoop Lal R/o House Fca 227, Jain Colony, Ballabgarh, Faridabad, Haryana 121004, Serviceman	03563087	New Delhi	VIRENDER KUMAR <small>Digitally signed by VIRENDER KUMAR Date: 2022.05.31 13:48:04 +0530</small>	31/05/2022	
5	Mr. Kamal Kishore Gupta (Nominee of Omaxe Limited) S/o Mr. Ved Prakash Gupta R/o 15-B/85, Triok Apartment, I.P. Extn. Patpar Ganj, Shakarpur, New Delhi, 110092, Serviceman	02180278	New Delhi	KAMAL KISHORE GUPTA <small>Digitally signed by KAMAL KISHORE GUPTA Date: 2022.05.31 13:52:51 +0530</small>	31/05/2022	
6	Mr. Manish Goel (Nominee of Omaxe Limited) S/o Mr. Ram Gopal Goel R/o 47B/3 JIA SARAI, I.I.T Gate Hauz Khas, South West Delhi, 110016, Serviceman	03560939	New Delhi	MANISH H GOEL <small>Digitally signed by MANISH H GOEL Date: 2022.05.31 13:51:38 +0530</small>	31/05/2022	
7	Mr. Yogender Mangla (Nominee of Omaxe Limited) S/o Mr. Jagdish Chand Mangla R/o House no. 208, tower bloomberg, omaxe new heights Sector. 78, faridabad Haryana 1201010, Serviceman	07099671	New Delhi	YOGENDER MANGLA <small>Digitally signed by YOGENDER MANGLA Date: 2022.05.31 13:54:08 +0530</small>	31/05/2022	
Signed Before Me						
Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated	
FCS TARUN JAIN	S/o of Mr. Surender Kumar Jain 1001, Vikrant Tower, Rajendra Place, New Delhi-110008 Practicing Company Secretary	4645	New Delhi	TARUN JAIN <small>Digitally signed by TARUN JAIN Date: 2022.05.31 14:06:43 +0530</small>	31/05/2022	

Checkform

Modify

For Worldstreet Sports Center Limited

Authorised Signatory





दिल्ली विकास प्राधिकरण
अधिकासी अभियंता खेल-खंड-1
सिरी-फोर्ट, खेल-परिसर, नई दिल्ली-110049

☎ -011-43177622; ✉: eesportsdivn.1@dda.org.in

No. F2(11) Sports Divn.1/DDA/A/DWK/2022-23/464

Date: 24/03/2025

To,

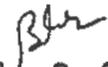
M/s Worldstreet Sports Center Limited
7, LSC Kalkaji New Delhi
New Delhi-110019

Subject Complaint against Construction before Environment Clearance and Consent to Establish by developed M/s World Street Sports Centre Ltd. Project Name: - "The Omaxe State" at Sector-19B, Dwarka, New Delhi- Reg.

Reference: F.No.IA3-16/3/2024-IA.III(E-236747)

Please find enclosed herewith above referred complaint received in this office on dated 18/03/2025 which self explanatory. In this regard, it is requested to submit your reply on complaint raised by Sh. Renu Bala and Sh Satish Kumar Goyal within three (3) days for onward submission.

Encls : As above.


(वलदीप सिंह)
अधिकासी अभियंता
खेल-खंड-1, दि. वि. प्रा

Copy to:

1. Chief Engineer (Sports) for kind information.
2. Project Director (Sports) for kind information.
3. AE-IV/Sports Division-1 for information.
4. Guard file.

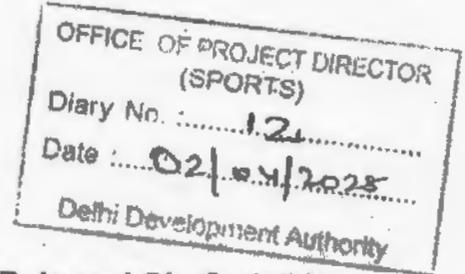

अधिकासी अभियंता
खेल-खंड-1, दि. वि.



Ref No: DEL/25/MAR/186/4058

Date: 31.03.2025

To
The Executive Engineer
Sports Division 1
Delhi Development Authority
Siri-Fort, New Delhi 110049.



Sub: Submissions to the Complaint filed by Sh. Renu Bala and Sh. Satish Kumar Goyal against M/s Worldstreet Sports Centre Ltd. regarding construction activities alleged to be undertaken before obtaining Environment Clearance and Consent to Establish by Promoter, M/s World Street Sports Centre Limited with respect to Project named as "The Omaxe State" at Sector-19-B, Dwarka, New Delhi

Ref: (i) F.No.IA3-16/2024-III (E-23647)

(ii) Your Letter No. F2(11) Sports Divn.1/DDA/A/DWK/2022-23/464 dated 24.03.2025.

*1) Omaxe Fix
2) Sh. Ajay, HE*

*AS per
10/4/25
4/4/25*

Respected Sir,

We are in receipt of your captioned Notice No. F 2(11) Sports Divn.1/DDA/A/DWK/2022-23/464 dated 24.03.2025 regarding a complaint purported to have been filed by Sh. Renu Bala D/o Shri Mahinder Pal and Sh. Satish Kumar Goyal (herein after referred to as the 'Complainants') against M/s Worldstreet Sports Centre Ltd. with respect to Project named as "The Omaxe State" situated at Sector-19-B, Dwarka, New Delhi wherein your good office have requested us to submit our reply regarding the captioned Complaint.

At the outset we deny the entire allegations levelled against M/s Worldstreet Sports Centre Ltd. in the complaint under reply, if not specifically replied to herein, be deemed to have been specifically denied and specifically traversed except to the extent as are strictly matter of record. All the allegations levelled against the Promoter are vehemently denied as false, frivolous, unwarranted and uncalled for. We do not accept or admit anything stated or implied in the complaint except where the same is expressly admitted in this reply. Nothing stated herein shall be deemed to be admitted by us merely because of lack of non-traverse and unless the same is specifically admitted by us herein.

That admittedly the Complainants are trying to mislead your good office by intentionally concealing the material facts and the present complaint has been deliberately filed by the Complainant to harass, humiliate, defame and blackmail the Promoter for their ulterior motives. The present complaint filed by the complainants is nothing but a blatant attempt to tarnish the reputation of the Promoter without having any cause of action which he has

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: secretariat_1@omaxe.com Website: www.omaxe.com



been doing by misusing the system with the malafide intention of having unlawful/wrongful gains to them and unlawful/wrongful loss to the Promoter. Hence the complaint under reply is liable to be dismissed for this reason alone.

Without prejudice, we would like to draw your kind attention on the facts of the case as per the records available with the Promoter.

In this connection we would like to submit as under:

- A. That the Complainants have just tried to mislead your good-self to get undue advantage.
- B. That without prejudice, we like to draw your attention on the facts of the case as per the records available with the Promoter.
- C. That Delhi Development Authority (hereinafter referred to as "DDA") being desirous of developing and implementing an Integrated Multi-Sports Arena at Sector 19B, Dwarka on Design-Build-Finance-Operate-Transfer (DBFOT) basis had invited competitive proposals from eligible bidders for implementing the Project vide its Request for Proposal (RFP) vide No. F.2(11) Sports Divin-1/DDA/A/DWK/2021-22/494 dated 26.11.2021.
- D. That the Promoter has already submitted application for grant of Environment and Pollution Clearance certificates for the Project to the concerned authority on 05.10.2023. Further, the Promoter has already received deemed environmental clearance from 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, published in the Gazette of India, Extraordinary, Part-II.
- E. That the Real Estate Regulatory Authority for National Capital of Delhi has registered the Project on 21.06.2024 vide Registration No. DLRERA2024P0003.
- F. That the Promoter is rigorously following up with the concerned authority for grant of Pollution Clearance Certificate, however the matter is under consideration. Since the DDA has granted development rights for implementation of the integrated multi-sports arena and commercial facilities on Design-Build-Finance-Operate-Transfer (DBFOT) basis to the Promoter, we are hopeful that the Pollution Clearance Certificate will be granted by Delhi Pollution Control Board within a short period.
- G. That the Complainants have expressed their intention vide Letter dated 14.01.2025 and requested for reservation of a commercial built-up unit in the said Project having value of Rs. 37,50,000/- (Rupees Thirty Seven Lac Fifty Thousand Only) and paid meagre token amount of Rs. 3,00,000/- (Rupees Three Lac Only) to the

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Promoter which has been provisionally accepted by the Promoter subject to compliance of necessary formalities like submission of KYC documents, execution of Application form and Agreement and payment of balance sale consideration within 30 days of. However, since the Complainants failed to complete the necessary formalities for confirmation of Complainant's interest in the said Unit, hence the Promoter vide Letter dated 17.02.2025 sent reminder to the Complainants to complete the necessary formalities within stipulated period. Since the Complainants again failed to complete the necessary formalities within stipulated period, the Promoter vide Letter dated 17.03.2025 rescinded the Expression of Interest of the Complainant and refunded to the Complainants an amount of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) vide INF/INFT/039732913231/TRF/SATISHKUMARGOY dated 27.03.2025 and an amount of Rs. 1,50,000/- (Rupees One lac Fifty Thousand Only) vide INF/NEFT/ICICN42025032753197565/KKBK0004 dated 27.03.2025 totaling to Rs. 3,00,000/- (Rupees Three Lac Only).

We would like to bring to your kind notice that the prime intention of the Complainant was to harass, defame and blackmail the Promoter for their ulterior motives and with their pre-planned agenda, to blackmail the Company, after submitting their request letter on 14.01.2025, within 15 days, they immediately filed a Complaint to the concerned necessary authorities on 29.01.2025 without asking for any clarification from the Promoter on the subject on the matter they have made complaint to the concerned authorities. It shows their blatant attempt to stall the dream Project of DDA of having a World class stadium and Sports Club and Facilities at the Project site.

We hereby submit our para wise reply regarding the matter

- 1. Para 1: The Promoter has constructed a big sales Gallery (Permanent) which have been made with deep excavation up to 3-4 Meter, with the help of JCB Machine, also extensive RCC work and RCC Column has been made by the Promoter**

We hereby submit that the Promoter has not constructed any permanent structure on the Project site. It is pertinent to mention here that the Promoter is undertaking marketing, advertising and selling activities of the saleable units in the Project. Further, in order to attend the walk-in customers, visitors and real estate agents at the Project site, the Promoter required a site office at the Project. Therefore, a temporary structure in nature which is used as a temporary site office and refuge area has been created at the Project site temporarily to undertake marketing activities and the structure will be dismantled by the Promoter and may be shifted to another place during development work of the Project.

- 2. Para 2: Big Sales Gallery also built with brick and mortar was found constructed at site.**

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That the allegations are baseless and far from the truth and as clarified in para 1, we hereby submit that the temporary site office has been erected to accommodate the walk-in customers and visitors to the Project site and such temporary site office will be dismantled by the Promoter and may be shifted to another place during development work of the Project.

3. Para 3: A road laid with interlocking tiles was also found which led to the big sales gallery from the main gate:

The allegations are completely baseless and untrue. To mitigate pollution and reduce soil dust in the air, a temporary pathway with interlocking tiles has been installed. This pathway will be removed as the development progresses.

4. Para 4: Foot path and sewerage chamber works

That the allegations are baseless and far from the truth and temporary toilets have been set up as part of the Swachh Bharat initiative for the convenience of staff, laborers, walk-in customers, and visitors at the project site. These facilities will be dismantled as the development progresses.

5. Para 5: Excavation activities are being done at Project site, which can be seen from North Gate No. 3

That the allegations are baseless and far from the truth and we hereby submit that no excavation activities is being done at Project site

6. Para 6: Development work Expenditure:

We hereby deny the allegations levelled against the Promoter that an amount of Rs. ₹777 lac has been spent against development work in the Project before obtaining Environment and Pollution clearance. The aforesaid allegations are totally misconceived and unfounded, hence vehemently denied. It is submitted that all amount spent has been incurred for (1) development of barricades around the project of 50.40 acres (approx. 2 lac sq. mts. Area) as required under environment and pollution control and to protect encroachment into DDA's land (2) development of temporary site office (3) incurred administrative expenses such as salary, wages etc. of staff and labour at the Project site, statutory approval expenses etc. , for payment to consultants and other advances.

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In the light of above submissions, we further state that there no violations of any law/provision of the Laws of Union Territory of India as applicable to the Project and the Complaint dated 29.01.2025 filed by the Complainant is a blatant attempt to harass, humiliate, defame and blackmail the Promoter for their ulterior motives and to abuse the system with the malafide intention for having wrongful gains to them and wrongful loss to the Promoter/ DDA. Further the complaint is to impede the development of the Stadium and Sports Facility Project and therefore, such false and frivolous complaints before your good office my kindly be dismissed in the interest of justice.

Yours sincerely

Thanking you

For **Worldstreet Sports Centre Limited**



Avneet-Soni

President Planning .

CC:

1. Chief Engineer, Sports Division 1, Delhi Development Authority, Siri Fort, ND – 110049
2. Project Director, Sports Division 1, Delhi Development Authority, Siri Fort, ND – 110049
3. AE-IV/Sports Division-1, Delhi Development Authority, Siri Fort, ND – 110049

WORLDSTREET SPORTS CENTER LIMITED

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POWER OF ATTORNEY

IN THIS COURT OF... BEFORE... THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,
NEW DELHI
OA. No...137..... of 2025.....

RENU BALA In re :- Piff/App./Petitioner/Complainant

VERSUS

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE & ORS. Defdt. of Resdt.

KNOW ALL to Whom these presents shall come that I/We... SIDHANT KASHYAP, PROJECT DIRECTOR (SPORTS)
Delhi Development Authority on behalf of DEEKSHA LADIKAKAR the above named.....
do hereby appoint. Advocate Mob. No. 9313119255
B-6/58, LGF, Safdarjung Enclave, New Delhi-110029 E-mail ID: deeksha.kakar@scladi.com
MS. DEEKHA L. KAKAR Hereby called the Advocate(s) to be my/our Advocate(s)
in the above noted case and authorise him/them :-

To act, appear and plead in the above noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Courts.

To sign, file, verify and present pleading, replications, appeals cross-objections, or petitions for executions, revision restoration, withdrawal, compromise or other petitions, replies, objections written statements, affidavits or other documents as may be deemed necessary or proper for the prosecution of the case in all its stages.

To file and take back documents and also withdraw unspent diet money or printing charges that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit draw and receive : money cheques, and grant receipts therefor 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 of the said case.

To appoint and instruct any other Legal Practitioner authorising him to exercise the Powers and authorities hereby conferred unto the Advocates whenever they think fit to do so and to sign the power of attorney on my/our behalf.

And I/we the undersigned do hereby agreed to ratify and confirm to acts done by the Advocates of their substitutes in the matter as my/our own acts, as if done me/us to all intents and purposes.

And I/we undertake that I/we or my duly authorised agent would appear in the court on all hearings and will inform the Advocates for appearance, when the case is called.

And I/we undersigned to hereby agree to hold the Advocate or their substitutes responsible for the result of the said case in consequence of their absence from the Court when the said case is called up for hearing, or for any negligence of the said Advocates or their substitutes.

And I/we the undersigned do hereby agree that in the event of the whole or any part of the fee agreed by me/us to be paid to the Advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid up.

IN WITNESS WHEREOF I/we do here unto set my/our hand to these present the contents of which have been understood by me/us this day of 2025

Accepted,
Advocate(s)

(Signature)

D/1154/2008

DELHI DEVELOPMENT AUTHORITY
Vikas Sadan, New Delhi-23

(Signature)
for DELHI DEVELOPMENT AUTHORITY