

# CONCESSION AGREEMENT

*between*

**COIMBATORE MUNICIPAL CORPORATION  
(CMC)**

acting through its authorized officer on this behalf

*and*

**M/s BEIL-UPL (Consortium)  
(CONCESSIONAIRE)**

*for*

**Integrated Municipal Solid Waste Management  
Project (IMSWMP) for Coimbatore**



**TRUE COPY**

*R. Sundararaj*  
25/12/17  
**R. SUNDARARAJ MA., BL.**  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.



தமிழ்நாடு தமிழ்நாடு TAMILNADU 12857. 19.11.2007 G 031294

UNITED PHOSPHORUS சி. மா. சங்கராஜன்  
- LTD  
MUMBAI  
ஸ்டாம்பு வெண்டர்  
உலகம் குற்றவியல் நிதிமன்றம்  
குருங்கிணைந்த நிதி மன்ற வளாகம்  
கொயம்புத்தூர் (தமிழ்நாடு)

### CONCESSION AGREEMENT

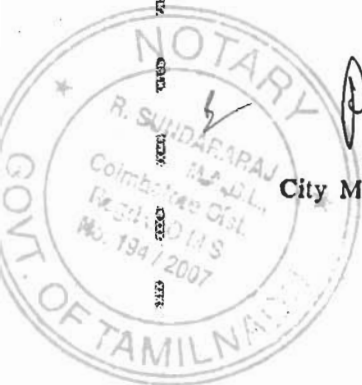
This Concession Agreement mutually agreed and entered into on this Nineteenth day of November Two Thousand and Seven at Coimbatore,

### BETWEEN

Coimbatore City Municipal Corporation, a Municipal Corporation established under the Coimbatore City Municipal Corporation Act, 1981, and having its office at Big Bazaar Street, Town Hall, Coimbatore-641 001, Tamil Nadu (India) acting through its Commissioner (hereinafter referred to as "CMC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART

### AND

M/s BEIL-UPL (Consortium), a Consortium formed between M/s Bharuch Enviro Infrastructure Limited (BEIL), a company incorporated under the Companies Act, 1956



*[Signature]*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL (Consortium)

*[Signature]*  
Authorised Signatory

TRUE COPY



தமிழ்நாடு தமில்நாடு TAMILNADU 12858. 19.11.2007 9181-  
UNITED PHOSPHORUS சி.என். இன்ஸ்டிடியூட்  
MUMBAI சி.வ. மா. சிங்காரவேலு  
ஸ்டாம்பு வெண்டர்

தலைமை குற்றவியல் நீதிமன்றம்  
குருங்கிணைந்த நீதிமன்ற வளாகம்  
கோயம்புத்தூர் (தமிழ்நாடு)  
உத்தரவு: 27.12.2014

- 2 -

having its registered office at Plot No.9706-16, GIDC, Industrial Estate, P.O.Box No.82, Ankleshwar-393 002, Distt Bharuch, Gujarat and M/s United Phosphorus Limited, (UPL), a company incorporated under the Companies Act, 1956 having its registered office at GIDC Estate, Vapi, Gujarat by an agreement dated: 08.10.2007 and the Consortium having their Administrative office at "UNIPHOS HOUSE", Madhu Park, 11<sup>th</sup> Road, Khar (West), Mumbai-400052, India (hereinafter referred to as "CONCESSIONAIRE", which expression shall unless repugnant to the context or meaning thereof, mean and include its associate/group companies, successors and assigns) of the OTHER PART

CMC and Concessionaire are hereinafter referred to individually as the "Party" and collectively as the "Parties".

  
P. Sundararaj  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

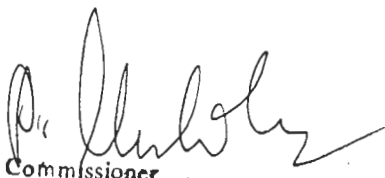
For BEIL - UPL (Consortium)

Authorised Signatory

**WHEREAS,**

- A. CMC is the Municipal Corporation for Coimbatore City responsible for providing Municipal and allied civic services, which encompasses the Collection, Transportation, Processing and Disposal of Municipal Solid Waste generated in the City. CMC currently disposes the collected Municipal Solid Waste at Vellalore site by open dumping.
- B. The Ministry of Environment and Forests (MoEF) under the aegis of Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules, 2000 ("MSW Rules"), which makes it mandatory for every civic body to implement a scientific Solid Waste Management System through which Municipal Solid Waste is duly processed and only the inorganic wastes and processing residues are disposed in an Engineered Sanitary Landfill (as hereinafter defined).
- C. CMC desires to establish an Integrated Municipal Solid Waste Management Project comprising of Transfer stations, Secondary transportation, Processing facility, Engineered Landfill Facility and remediation and closure of existing dump sites at Coimbatore through Public-Private Participation.
- D. CMC had, along with other agencies, carried out extensive project development work in connection with the Project (as hereinafter defined) including Engineering and Environmental studies.
- E. CMC had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto CMC received proposals from several persons including the Concessionaire for implementing the Project.
- F. CMC, after evaluating the aforesaid Proposals in consultation and after obtaining clearance from CPHEEO, Ministry of Urban Development, GoI, vide Lr.No.Q-12045/23/7/NURM/07-CPHEEO Dated: 18.10.2007 had accepted the Proposal submitted by the Concessionaire and issued Letter of Intent in Roc.No.13087/2006/MD3 dated 31.10.2007 to the Concessionaire for developing and implementing the said Project (Enclosed as Annexure-1).
- G. CMC, hereto agree to the rates per Tonne of MSW quoted by the Concessionaire in its Financial Bid (Enclosed as Annexure -2). CMC agrees and undertakes to pay to the Concessionaire, a Monthly Fee calculated in accordance with **Schedule 3** of this Concession Agreement.
- H. Concessionaire hereto agree and undertakes to pay the CMC the Annual Land Lease rent for the lands that will be provided for the Project at the rate to be fixed by the GoTN which will be based on the basis of guidelines as fixed by the Supreme Court of India(Enclosed as Annexure -3).



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - NPL (Consortium)

  
Authorised Signatory

I. The Parties hereto are required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

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

**"Access Road"** means the motorable approach road (30 ft. wide) for access to the Site from the main road and the intended route of which is indicated in green on the Site plan annexed as **Schedule 1** hereto.

**"Additional Cost"** shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

**"Affected Party"** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.1.

**"Agreement"** shall mean this agreement, including its Schedules & Annexure and includes any amendments made hereto in accordance with the provisions hereof.

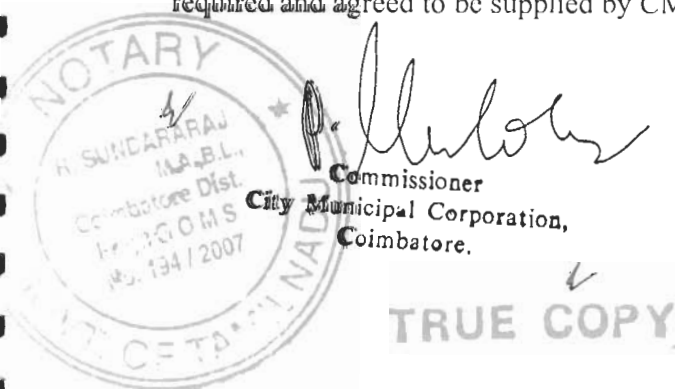
**"Applicable Law"** shall mean all laws, acts, ordinances, rules, regulations, notification & guidelines in force and effect, including MSW Rules, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the period of subsistence of this Agreement and applicable to the Project/the Concessionaire.

**"Applicable -Approvals"** shall mean all clearances, licenses, permits, authorizations, no objections, consents and approvals to be obtained or procured by the Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Project during the period of subsistence of this Agreement.

**"Appointed Date"** shall mean the date of this Agreement.

**"Arbitration Act"** shall mean the Arbitration and Conciliation Act, 1996 of India and shall include any amendment to or any re-enactment thereof as in force from time to time.

**"Assured Waste Quantity"** shall mean the assured quantity of Municipal Solid Waste required and agreed to be supplied by CMC in accordance with Article 6.1(b).



For BEIL - UPL (Consortium)  
Authorized Signatory

A handwritten signature is written over the text 'Authorized Signatory'.

**"Bio-medical Waste"** shall have the meaning ascribed to it under the Biomedical Wastes (Management & Handling) Rules, 1998.

**"Book Value"** shall mean the cost of the fixed assets incurred by the Concessionaire for the Project, net of accumulated depreciation computed on straight line basis in accordance with the rates specified in Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon.

**"C&D Debris and Silt Waste"** means Solid Waste, resulting from construction, remodeling, repair, renovation or demolition of Structures or from land clearing activities or trenching or de-silting activities. "Structures" for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C&D debris include, but are not limited to bricks, concrete rubble and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing no hazardous materials, pipes, steel, aluminium and other non-hazardous metals used in construction of structures.

**"Change in Law"** shall have the meaning ascribed thereto in Article 8.4.

**"COD" or "Date of Commissioning"** shall mean the Commercial Operations Date of the Project, which shall be the date on which the Project Engineer has issued the Readiness Certificate in accordance with the provisions of Article 4.1.

**"Composting"** shall mean a controlled process involving microbial decomposition of organic matter

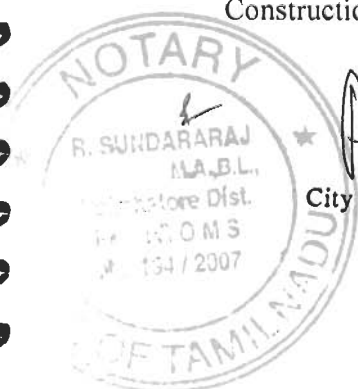
**"Concession"** shall have the meaning ascribed thereto in Article 2.1.


**"Concession Period"** shall have the meaning ascribed thereto in Article 2.3.

**"Concessionaire"** shall mean party entering into this agreement to implement the project and includes its successors and permitted assigns expressly approved by CMC.

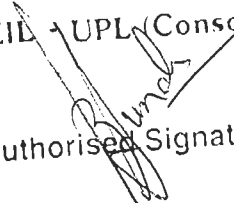
**"Concessionaire's Associates"** shall mean any company (ies) which is (are) controlled by the Concessionaire. For the purpose of this definition, the term "control" means the power to direct the management or policies of such entity, directly or indirectly, through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of fifty one per cent (51%) or more of its voting share capital is deemed to constitute control of such entity, and "controlling" and "controlled" shall be construed accordingly.

**"Construction Requirements"** shall mean collectively the Waste Processing Facility Construction Requirements and the Landfill Facility Construction Requirements.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory

**“Construction Works”** shall mean all works and things required to be constructed by the Concessionaire, pursuant to the Construction Requirements and O&M Requirements.

**“Contractor”** shall mean any Person with whom the Concessionaire has entered into/may enter into any material contract in relation with the Construction Works and O&M Requirements.

**“Effective Date”** is the date from which the concession agreement comes in force subsequent to satisfying all the requirements of conditions precedent as per clause 2.6.

**“Emergency”** shall mean conditions or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

**“Encumbrance”** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Site.

**“Engineered Sanitary Landfill”** shall mean the area of the Landfill Facility, designed with protective measures against pollution of ground water, surface water and air fugitive dust, wind blown litter, bad odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion, and utilities for disposal of Waste.

**“Financing Documents”** shall mean collectively the documents / loan agreements evidencing Lenders’ commitment to finance the Project and shall include the security documents creating the relevant security (such as mortgages or charges or liens) on the Plant or any part thereof, for securing the debt provided.

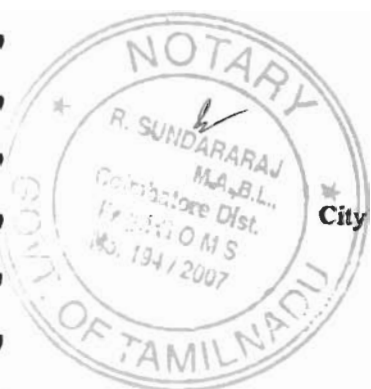
**“Financial Year”** shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.


**“Force Majeure”** or **“Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in Article 8.

**“GoI”** shall mean the Government of India.

**“GoTN”** shall mean the state Government of Tamil Nadu.

**“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL (UPL Consortium)

  
Authorised Signatory



supervision or monitoring thereof of any of them of a project similar to that of the Project.

**"Government Agency"** shall mean GoI, GoTN, CMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Site / Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

**"Hand back of Project Facilities"** shall have the meaning ascribed thereto in Article 10.

**"Hazardous Waste"** shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989 and as amended thereto.

**"Implementation Period"** shall mean the period from the Effective Date to COD.

**"Land filling"** shall mean the disposal of the Residual Inert Matter and Excluded Wastes at the Landfill Site in accordance with the terms of this Agreement.

**"Landfill Facility"** shall mean the existing landfill site for disposal of solid waste or the Engineered Sanitary Landfill to be duly designed, engineered, and constructed in accordance with the provisions specified thereto.

**"Landfill Life" or "Active Operations Period"** of each cell of Sanitary Landfill shall mean the period commencing from COD till the each cell of Engineered Sanitary Landfill is completely filled with Waste and a final cover designed in accordance with the MSW Rules is laid on the Engineered Sanitary Landfill, and in accordance with the provisions of this Agreement.


**"Lenders"** shall mean any person, financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided Loans to the Concessionaire for financing any part of the Project as evidenced in financing documents.

**"Land Lease Agreement"** means the agreement pursuant to which site shall be leased out to the Concessionaire for setting up project facilities, the draft of which is provided as Schedule 4 to this Agreement.

**"Material Adverse Effect"** shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights to perform /discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

**"Material Breach"** shall mean 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.



  
Commissioner  
City Municipal Corporation,  
Coimbatore

TRUE COPY

For BEIL - UPL Consortium)  
  
Authorized Signatory



“**CMC**” shall mean Coimbatore Municipal Corporation, the Municipal Corporation established under the provisions of the Coimbatore City Municipal Corporation Act, 1981.

“**MSW Rules**” shall mean the Municipal Solid Waste (Management and Handling) Rules, 2000 and includes any amendments thereto.

“**Municipal Solid Waste**” or “**MSW**” shall have the meaning as ascribed to it in the MSW Rules.

“**MSW Supply Area**” means the area under municipal jurisdiction of CMC and shall also include other municipal areas / jurisdictions as may be informed by CMC from time to time.

“**MSW Quantity**” means an aggregate of MSW per day, (with a permitted variation level of plus or minus ten percent), which is the minimum quantity of MSW that to be delivered at the Receipt Point, in accordance with this Agreement.

“**Maximum MSW Quantity**” means MSW per day, which is the maximum quantity of MSW that the Plant can presently process and would mean any revised maximum increased capacity that is notified by Concessionaire during the Term.

“**Monthly Fee**” shall mean the amounts payable by the CMC to the Concessionaire in accordance with Schedule 3.

“**O&M Requirements**” shall mean the requirements as to operation and maintenance of the Project Facilities set forth in the bidding documents.

“**Parties**” shall mean the parties to this Agreement and “**Party**” shall mean either of them, as the context may admit or require.


“**Performance Security**” shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with Article 5.1.

“**Person**” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

“**Post Closure Activities**” shall mean the activities to be undertaken by the Concessionaire during the Post Closure Period in accordance with the provisions of MSW Rules, 2000 and the project DPR.

“**Post Closure Period**” shall mean the period commencing from the day immediately following the Active Operations Period and till fifteen years from the said day.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPIN Consortium  
  
Authorized Signatory

**“Preliminary Notice”** shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**“Processing”** shall mean the process by which Municipal Solid Waste is transformed into new or recycled products including processes like Composting, Vermin-composting, Pelletisation, Bio-methanisation or any other suitable means as defined in the MSW Rules.

**“Project”** shall mean planning, designing, financing, construction, operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement described as Integrated Municipal Solid Waste management Project comprising of Transfer stations, processing facility, Engineered Landfill Facility and remediation & closure of existing dump sites at Coimbatore and implemented in accordance with MSW Rules, 2000 and Manual on MSW published by MoUD.

**“Project Engineer”** shall be the City Engineer or any other Engineers of the CMC as nominated by the Commissioner, CMC or a Third Party as may be nominated / appointed by the Commissioner (Refer Article 4) who is the nodal person for supervision and monitoring of compliance by the Concessionaire with the Construction Requirements and O&M Requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the bid documents consisting of this agreement, RFP and DPR on Solid Waste Management.

**“Project Facilities”** shall mean the Site, together with the Transfer Stations, Waste Processing Facility, Landfill Facility and all other related facilities located thereon, and any other offsite facilities created for the Project.

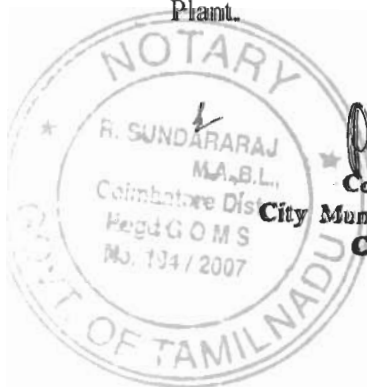
**“Readiness Certificate”** shall mean the certificate issued by Project Engineer certifying, inter alia, that:

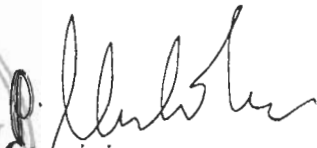
- (i) the Concessionaire has constructed all the facilities within the Waste Processing Facility and the Landfill Facility so as to enable receipt of Municipal Solid Waste for Processing and Land filling.
- (ii) the Concessionaire has obtained all approvals necessary to receive the Municipal Solid Waste supplied by CMC.

**“Residual Inert Matter”** shall mean the waste matter obtained after processing of the MSW by each of the relevant Project Facilities.

**“Rupees” or “Rs.”** refers to the lawful currency of the Republic of India.

**“RDF”** means the solid fuel in the form of fluff or pellets/briquettes that is produced by drying and separation of combustible fractions from the MSW meeting the requirements of the boiler to generate electricity through the turbine that will be part of the Power Plant.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL Consortium)

  
Authorised Signatory

**"RDF Plant"** means the Facility having a capacity to process of MSW, which will be constructed, operated and maintained as part of the Plant, for producing RDF from the MSW.

**"Receipt Point"** means the place(s) within the Site(s) for transfer stations, specified in writing and marked on a layout plan on or before the Date of Mechanical Completion, at which CMC shall be required to deliver the MSW in accordance with the terms of this Agreement.

**"Rejected Waste"** means such components of a consignment of Municipal Waste delivered by CMC that are refused either at the time of delivery or at any time thereafter, upon inspection of the MSW delivered or being delivered, as the case may be, they are either: (a) classified as Excluded Wastes, or (b) are of a composition that would be detrimental to the Operating Conditions or (c) cause damage or adversely impact the efficient operation and maintenance of the Plant or any of the Project Facilities, or (d) they are not in accordance with the composition of MSW as defined in this Agreement or (e) they are of a quantity that is either in excess of the MSW Quantity.

**"Scheduled Project Completion Date"** shall mean 12 (Twelve) months from the Appointed Date or COD, whichever is earlier. In case, the concessionaire wish to develop Power Plant, the completion date for that component alone will remain as 24 months from the appointed date.

**"Site (s)"** shall mean the land located at Vellalore for processing and disposal and at four other locations for transfer stations (more fully described in Schedule 1) identified and handed over to the Concessionaire, for the purpose of planning, designing, financing, constructing, operating and maintaining transfer stations, an integrated Waste Processing Facility and Landfill Facility during the Concession Period. Schedule 1 includes the area allocated for the construction of the above project facilities.

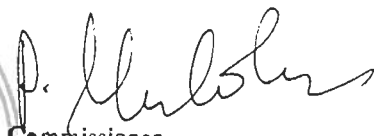
**"Solid Waste"** means wastes generated from commercial, agricultural, industrial and domestic activities that are in either solid or semi-solid form but shall not include the Excluded Wastes.

**"Supplementary Fuel"** shall mean any fuel as a supplement to the MSW to enrich the RDF and/or to directly support the operation of Power Plant.

**"TNPCB"** shall mean the Tamil Nadu State Pollution Control Board.

**"Tax"** shall mean and includes all taxes, fees, cess, levies that may be payable by the Concessionaire under Applicable Laws.

**"Term"** means the time period of 20 years commencing from the COD and will also include such successive time period/s by which the Concession granted in this Agreement may be renewed/ extended as provided herein.

  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL + UPL Consortium)

Authorised Signatory

TRUE COPY

**“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**“Termination Date”** shall mean the date specified in the Termination Notice as the date on which Termination occurs / comes into effect.

**“Termination Notice”** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

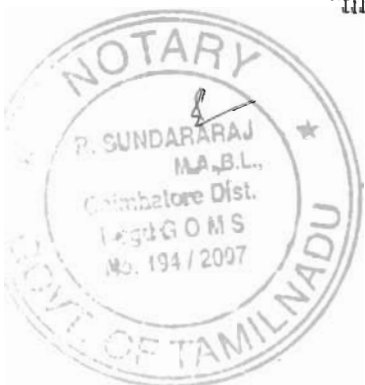
**“Termination Payment”** means the payments payable pursuant to Clause 9.2(f) of this Agreement.


**“Tests”** shall mean the tests to be carried out in accordance with the Construction Requirements or the O&M Requirements and generally conform to the nature of construction & operation as per standard practice.

**“Transfer Station”** shall mean a facility to which waste is transferred from trucks or other small receptacles and stored for a short duration before being transported through bulk waste carriers to the waste treatment and disposal facility.

## 1.2 Interpretation

- (a) The words, phrases and expressions defined hereinabove in Clause 1.1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Clause 1.1 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- (b) all words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- (c) the words “include” and “including” are to be construed without limitation;
- (d) the headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- (e) the Schedules and Annexures to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.
- (f) 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;



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEID UPL (Consortium)  
  
Authorised Signatory

## ARTICLE 2

### CONCESSION

#### 2.1 Grant of Concession

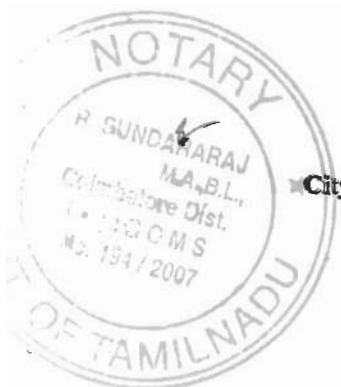
Subject to and in accordance with the terms and conditions set out in this Agreement, CMC hereby grants to the Concessionaire and the Concessionaire hereby accepts exclusive right and authority, during the Term, to Investigate, Study, Design, Engineer, Procure, Finance, Construct, Operate and Maintain the Project Facilities and to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations and entitlements granted under this Agreement:


- (a) to receive at the Receipt Point (s) of Transfer stations, during each day of the Term, MSW from CMC (which shall be delivered by CMC at its own cost and expense) for the Project, to be transported and supplied by CMC, at the Receipt Points mainly and primarily from the MSW Supply Area.
- (b) to inspect the MSW delivered by CMC and identify Rejected Waste as per provisions of Clause 5.7.1, in such manner as it deems fit, and refuse to accept the Rejected Waste
- (c) to transport MSW to the processing site through bulk refuse carriers
- (d) to close the existing MSW dumping sites at three locations in the city
- (e) to dispose the Residual Inert Matter to the Landfill Site
- (f) to develop the sanitary landfill during the term of the project.
- (g) to receive all the fiscal incentives and benefits accruing in respect of or on account of the Project and also benefits from sale of by-products / recyclables.

#### 2.2. Rights Associated with the Grant of Concession

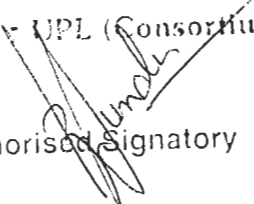
Without prejudice to the generality of foregoing, the Concession hereby granted to the Concessionaire shall include without being limited to, and shall entitle concessionaire, without requiring any further authorization or authority from CMC, to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:

- (a) to Design, Engineer, Finance, Procure, Construct, Install, Commission, Operate and Maintain each of the Project Facilities either itself or through such Person as may be selected by it;



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory

- (b) upon commissioning of a Project Facility, to manage, operate and maintain the same by the Concessionaire.;
- (c) to borrow or raise money or funding required for the due implementation of the Project;
- (d) to use, appropriate, process MSW delivered by CMC to the project and dispose the Residual Inert Matter as per provisions of this Agreement
- (e) to store, use, appropriate, market and sell or dispose all the products obtained after the processing and treatment of the MSW (electricity, methane, RDF, compost, Residual Inert Waste and recyclables and any other non-objectionable products) and to further retain and appropriate any revenues generated from the sale of such products.
- (f) to obtain the utilities required for enabling the construction of the Project Facilities, without any additional cost or charges, other than the applicable user charges for the utilities
- (g) exclusively hold, possess, control the Site (but not to own), in accordance with the terms of the Concession Agreement and Land Lease Agreement, for the purposes of the due implementation of this Project, in accordance with the terms of this Agreement

### 2.3 Concession Period

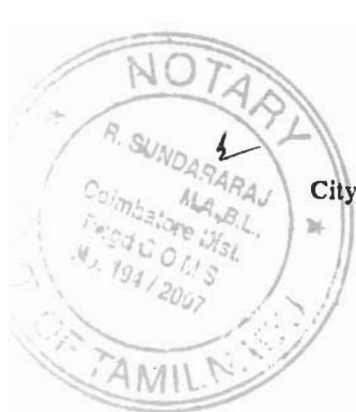
The Concession is granted to the Concessionaire for the term of Twenty (20) years and shall terminate upon the expiry of the term or upon earlier Termination of this Agreement.


### 2.4 Renewal of Concession

CMC may agree to renew or extend the Concession after the expiry of the initial Term, for another period of Five years (5) or such other period as may be mutually agreed to and on such terms and conditions as mutually agreed upon. However any such extension shall be Co-terminus with Land Lease Agreement.

### 2.5 Acceptance of Concession

In consideration of the rights, privileges and benefits conferred upon the Concessionaire, and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL UP (Consortium)  
  
Authorized Signatory

## 2.6 Conditions Precedent

This Agreement and the Concession granted herein by CMC to Concessionaire are valid and binding from the date of execution of this Agreement provided however, the obligations of concessionaire under this Agreement would become effective and binding, only upon the satisfaction of the following conditions precedent:

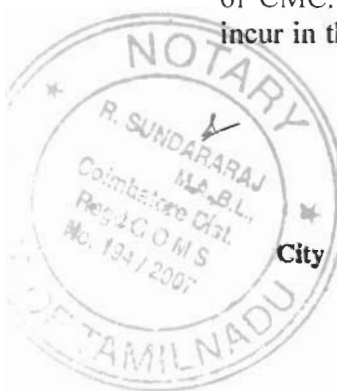
- a) CMC at its own cost and expense, vest with the Concessionaire the complete and lawful right, title and Vacant Possession of the Site, in accordance with the provisions of Land Lease Agreement, in a fully cleaned and leveled condition after undertaking all such developments and fillings as required for the purpose.
- b) Concession Agreement has been signed and became effective.
- c) CMC should have facilitated Concessionaire to obtain all applicable approvals.
- d) All the Applicable Approvals required enabling the commencement of the Project and the commencement of the construction of the Project Facilities has to be obtained by the relevant Party who is required to obtain as detailed in Schedule 5.

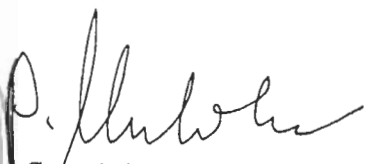
## 2.7 Non-Compliance with Conditions Precedent

It is agreed that, if the above preconditions on the part of either CMC or the Concessionaire are not met within six (6) months from the date of execution of this Agreement, then the affected party shall have the option of either: (i) extending the time period for satisfaction of the conditions precedent by another six (6) months or (ii) terminate this Agreement, in which event the compensation to be paid shall be as follows: (a) in the event that the CMC has not met the requirements under clause 2.6, then CMC shall pay to the Concessionaire, as a pre-agreed compensation for such default, the Development Costs as per the Project Engineers report duly certified by the statutory auditor of the Concessionaire, (b) in the event that the Concessionaire has not met the requirement under clause 2.6, then the CMC shall enforce the Performance Bank Guarantee and also acquire the assets created under the project and also recover any un-utilized amount that is released to the Concessionaire as advance payment.

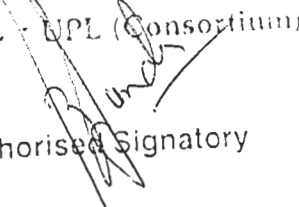
## 2.8 Option with Concessionaire on Non-Satisfaction of Conditions Precedent

Without prejudice to the provisions of Clause 2.7, in the event the conditions precedent to be met by the CMC are not satisfied within six (6) months from the date of execution of this Agreement, then concessionaire shall also have the right to waive the requirement of satisfaction of any of the unsatisfied conditions precedent and undertake to satisfy such conditions precedent itself, but at the cost and expense of CMC. In such circumstances, all costs and expenses that Concessionaire may incur in the course of satisfying such conditions precedent shall be adjusted against



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory



any amount payable by Concessionaire to CMC. CMC shall indemnify the Concessionaire against any liability that it may incur in the course of satisfying such conditions precedent.

### ARTICLE 3

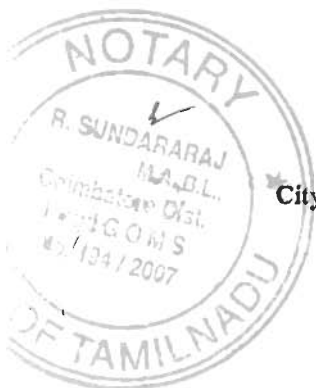
#### PROJECT SITE


##### 3.1 Handover of Site

- (a) CMC shall handover to the Concessionaire on vacant and peaceful physical possession of the Site free from Encumbrance, for the purpose of implementing the Project.
- (b) Upon the Site being handed over pursuant to the preceding sub-article (a), the Concessionaire shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Site as may be necessary or appropriate to implement the Project and provide the Project Facilities in accordance with the provisions of this Agreement.

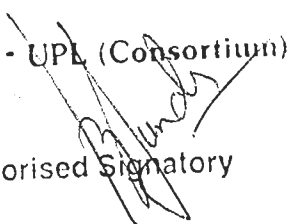
##### 3.2 Rights, Title and Use of the Site

- (a) The Concessionaire shall have the right to the use of the site in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
- (b) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Site, save and except with the written consent of CMC.
- (c) The Concessionaire shall not, without the prior written approval of CMC, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (d) The Concessionaire shall allow access to and use of the site for Laying / Installing / Maintaining telegraph lines, electric lines or for such other public purposes as CMC may specify. Provided that such access shall not interfere with normal operations of the plant and or result in a Material Adverse Effect and that in the event of any physical damage/shifting of the Project Facilities on account thereof, CMC shall ensure that the Project Facilities are promptly restored at its cost and expenses.
- (e) CMC will permit the Concessionaire to use the space available at the project facilities for display of advertisements as per applicable provisions and charge advertisement tax.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL (Consortium)

  
Authorised Signatory

TRUE COPY

### 3.3 Peaceful Possession

CMC hereby warrants that:

(a) The Site together with the necessary right of way/way-leaves

- (i) has been acquired through the due process of law
- (ii) belongs to and is vested with CMC

and that CMC has full powers to hold, and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected thereby.

(b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of

- the whole Site during the Active Operations Period, and
- the area on which the Landfill Facility has been created during the Post Closure Period.

In the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, restraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in-charge on the Site or any part thereof, CMC shall, as called upon by the Concessionaire, defend such claims and proceedings at its costs and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

### 3.4 Applicable Permits

The Concessionaire shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. CMC shall provide all necessary co-operation / assistance for obtaining the permission. The Concessionaire shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

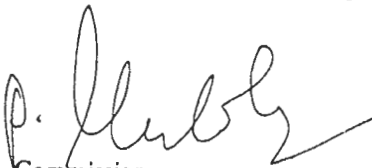
## ARTICLE 4

### PROJECT ENGINEER (PE)

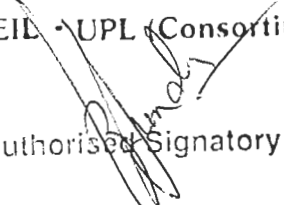
#### 4.1 Procedure for Appointment

(a) CMC shall nominate either the City Engineer or any other Engineers of the CMC or any other third Party as the Project Engineer (PE) within 15 days from date of



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory

signing of this agreement. The scope and nature of work of the Project Engineer is set out in **Schedule 6**.

#### 4.2 Replacement of the Project Engineer

CMC shall have the right to appoint / replace the Project Engineer, depending upon the requirement. If the Concessionaire finds that the Project Engineer is not meeting his performance obligations, he has the right to request the Commissioner, CMC in writing with details/reasons for his replacement. The Commissioner, CMC shall decide the need for replacement and if required may appoint/nominate a suitable Engineer as Project Engineer.

### ARTICLE 5

#### CONCESSIONAIRE'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

##### 5.1 Performance Bank Guarantee (PBG)


- (a) The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to CMC, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank in the form as set out in **Schedule 7**, ("Performance Security") for a sum of Rs. 3,50,00,000/- (Rupees Three Crores and Fifty Lakhs Only).
- (b) The PBG shall be kept valid throughout the term of the agreement. The renewal of the PBG as and when required is to be done by the Concessionaire at least one month before the date of expiry of the existing PBG, failing which, CMC would be entitled to enforce the PBG.

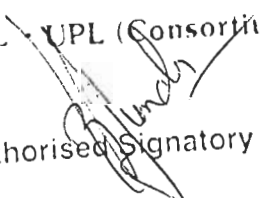
##### 5.2 Financing Arrangement

The project cost for the proposed PPP Project is estimated at Rs.69.60 Crores. The project is eligible for grants under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM) scheme to the maximum extent of 50% from GoI and 20% from GoTN totaling to 70% of estimated project cost. The Concessionaire shall at their cost, expenses and risk make financing arrangements for the balance of the cost of the Project Facilities and to meet all of its obligations under this, in a timely manner.

In respect of the Sanitary Landfill component, the capital cost towards development of the facility after completion of the first phase (after the initial period of 5 years), would be supported by CMC to the extent of Rs. 4.00 Crores per annum. From the sixth year of COD onwards till the term of this Concession or such period felt



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL UPL (Consortium)  
  
Authorised Signatory

TRUE COPY


appropriate by the Project Engineer, the amount of grant would be increased at an annual rate of 5% without any compounding.

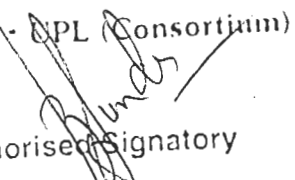
The Concessionaire shall make best endeavors to obtain Carbon Credits for the project and the Net Revenue obtained (Net of Expenses) are to be shared in the ratio of 25% and 75% between CMC and the Concessionaire respectively.

### 5.3 Project Implementation: Construction of Project Facilities

- (a) The Concessionaire shall adhere to the construction requirements as per the project DPR and shall adhere to the standards/ guidelines for construction as per BIS, MSW Rules 2000 and other applicable standards/ guidelines.
- (b) The Concessionaire shall submit the finalized work plan and procurement plan with detailed specifications for each of the component eligible for grant and get it approved from the project engineer. The specifications mentioned in the work plan shall be equal to or superior than those specified in the DPR and other applicable guidelines. Any deviation during implementation from the approved work plan/ specifications may lead to non-reimbursement for that particular item or work.
- (b) The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible to meet the Construction Requirements.
- (c) The Concessionaire shall, before commencement of Construction of Project Facilities;
  - (i) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to interact with the Project Engineer/ the CMC and to be responsible for all necessary exchange of information required pursuant to this Agreement;
  - (ii) Provide all reasonable facilities as may be required for the Project Engineer, at the project sites during visits
- (d) For the purposes of determining that Construction works are being undertaken in accordance with the requirements, the Concessionaire shall with due diligence carry out all necessary and periodical tests with advance intimation to the Project Engineer who either in person or through his representative may choose to be present during the conduct of such tests. The Concessionaire shall maintain proper record of such tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated in the test results and submitted to the Project Engineer for necessary documentation.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - NPL Consortium)  
  
Authorised Signatory

TRUE COPY

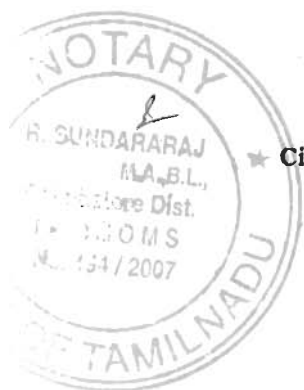
- (e) All necessary tests shall be conducted in accordance with Construction Requirements. If those tests are successful and the Project Facilities can be safely and reliably opened for operation, the Project Engineer shall issue the Concessionaire a Readiness Certificate.
- (f) The Project shall be deemed to be complete and ready to receive Municipal Solid Waste only when the Readiness Certificate is issued by the Project Engineer in accordance with the provisions thereof.

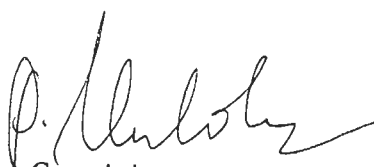
Provided if COD is delayed beyond 90 days and attributable to the Concessionaire after the Scheduled Project Completion Date, CMC shall subject to the provisions of Article 9, be entitled to terminate this Agreement and to enforce the Performance bank Guarantee.

- (g) The Concessionaire shall be deemed to be in material breach of O&M Requirements if the Project Engineer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire after providing just and fair opportunity to the concessionaire to explain it self;
- (i) There has been failure/undue delay in carrying out scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the O&M Requirements as evidenced by events of significance that resulted in prolonged interruptions of waste processing.
- (ii) The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements, required in line with the nature of activity.
- (iii) There has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations.

#### 5.4 Insurance

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practice. The Concessionaire shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to CMC whenever requested for.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)

  
Authorised Signatory

### 5.5 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire shall designate CMC as the beneficiary for the assets under ownership of CMC as per clause 10.1(a) and may designate the Lenders as the beneficiaries for the assets under the Concessionaire's ownership as per clause 10.1(b) or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

### 5.6 Environmental Compliance


The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health, safety and labour aspects including rules such as MSW Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the Tamil Nadu Pollution Control Board (TNPCB) or any other similarly empowered Government Agency and for this purpose shall carry out the necessary Environmental Impact Assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

The Concessionaire shall be responsible for the Development, Construction, Operation & Maintenance of the Project Facilities as per the applicable laws, regulations, guidelines, etc., and ensure that there is no damage to the environment due the development and operation of the facilities. The Concessionaire shall be liable to meet any expenses/compensation to be paid due to pollution/environmental damage or remediation caused by the Development, Operation and Maintenance of the Project Facilities.

### 5.7 Land Use

The Concessionaire shall ensure optimum utilization of the Site(s) and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities, unless otherwise permitted under this agreement. However, it may be noted that the Concessionaire shall not be allowed to construct any residential units / dwellings within the Site(s).



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)

  
Authorised Signatory

### 5.7.1 Weighing, Acceptance and Rejection of Municipal Solid Waste

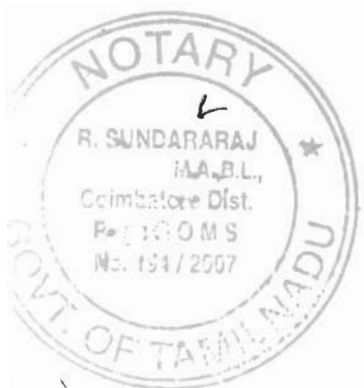
- (a) The Concessionaire shall weigh the Municipal Solid Waste at the Receipt Point of all the Transfer stations and also at the entry gate to the Land filling area to weigh the inerts and rejects from processing prior to disposal of the same in the Sanitary Landfill in the manner as set out in the O&M Requirements.
- (b) The Concessionaire hereby undertakes to accept all Municipal Solid Waste supplied by CMC as per provisions of Clause 6.1 (a) & (b) and except as provided under clause (d) below
- (c) The Concessionaire also undertakes not to accept Municipal Solid Waste which is not supplied by either CMC or any Person appointed by it. The Concessionaire and the CMC shall, within 3 months from the Effective Date, jointly agree upon a schedule for delivery of Municipal Solid Waste by CMC at the transfer station Receipt Points.
- (d) In case the Municipal Solid Waste supplied by CMC contains Hazardous Waste as defined under the Hazardous Waste (Management and Handling) Rules, 1989 and/or Bio-medical Waste as defined under the Biomedical Wastes (Management & Handling) Rules, 1998, the Concessionaire on inspection during the Weighment stage or upon becoming aware of the same shall decline to accept such Non-Municipal Solid Waste, and may cause the same to be unloaded in a separate area for inspection by the Project Engineer if already taken in to processing facility. In such case, the Project Engineer or his representative shall inspect and certify whether the particular lot of Municipal Solid Waste is fit for being accepted by the Concessionaire. In case the Project Engineer or his representative certifies that said waste is not fit for acceptance by the Concessionaire, CMC shall remove the same within 24 hours from the time of such confirmation, at CMC's cost and risk.

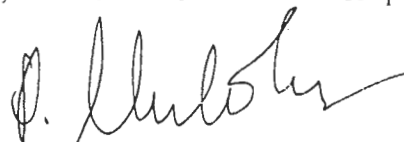
### 5.8 Sale/Distribution of Compost/manure & Energy and Other Recyclables

- (a) The Concessionaire may adopt such processes and methods as it considers necessary or expedient for Processing of Municipal Solid Waste at the Project Facilities, subject to meeting the Construction Requirements and O&M Requirements.
- (b) The Concessionaire shall be free to sell or otherwise dispose of the recyclables, compost or organic manure, energy (power) and/ or other material recovered after Processing the Municipal Solid Waste, at the Project Facilities at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate subject to meeting the O&M Requirements.

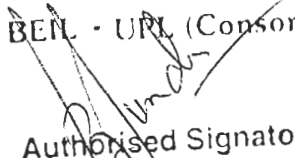
### 5.9 Land filling

- (a) The Concessionaire shall carry out Land filling, including carrying out of relevant Tests, in accordance with O&M Requirements. The Concessionaire



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEN - UPL (Consortium)  
  
Authorised Signatory



shall weigh the Landfill Waste prior to disposal of the same in the Sanitary Landfill Facility.

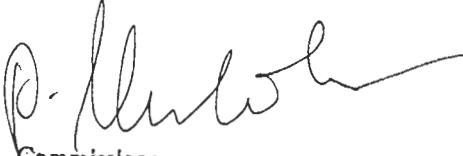
- (b) The maximum quantity of waste that can be land filled shall not exceed 25% of MSW accepted at the receipt point, provided that the CMC meets its non-mandatory targets specified for segregation of MSW.
- (c) If during the Term of Agreement, the available Site falls short of the actual Landfill requirements, then, the Concessionaire shall duly inform CMC of such additional land requirement for landfill at least one year prior to the exhaustion of existing land.

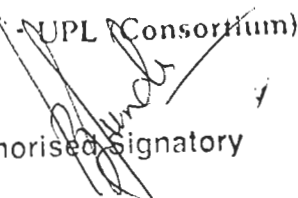
### 5.10 General Obligations

The Concessionaire shall at its own cost and expense:

- (a) investigate, study, design, construct/ renovate, operate and maintain the Project Facilities in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required by or under the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- (c) comply with Applicable Law governing the operations of Municipal Solid Waste processing units and Engineered Sanitary Landfill at all times during the Concession Period;
- (d) ensure and procure that any contract relating to the Project, entered into by the Concessionaire for implementing the Project in accordance with this Agreement contains provisions that would entitle Lenders or a nominee of CMC to step into such contract/s at CMC's discretion, in place and substitution of the Concessionaire.
- (e) endeavor to sell or otherwise dispose off, without Land filling, all recyclables in a manner which is not detrimental to the environment;
- (f) endeavor to improve the ancillary conditions and infrastructure limited to Transfer Stations, Compost Plant, Sanitary Landfill and Closure of existing dumpsite related to the Project including assistance to informal recycling workers,
- (g) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (h) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies CMC against any



  
Commissioner  
City Municipal Corporation,  
Coimbatore.  
**TRUE COPY**

For BEIL (UPL Consortium)  
  
Authorised Signatory

claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall CMC be treated as employer in this regard;

- (i) make its own arrangements for construction materials and observe and fulfill the environmental and other requirements under the Applicable Law and Applicable Permits;
- (j) be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- (k) ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any with the support/ assistance from CMC.
- (l) upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of CMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- (m) Pay all applicable Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
- (n) agrees and undertakes to pay the CMC the Annual Land Lease rent for the lands that will be provided for the Project at the rate to be fixed by the GoTN which will be based on the basis of guidelines as fixed by the Supreme Court of India (Enclosed as Annexure -3).

### 5.11 No Breach of Obligations


The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (a) Force Majeure Event, subject to Article 8.3;
- (b) CMC Event of Default;
- (c) Compliance with the written instructions of from CMC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- (d) Any repair or maintenance work being undertaken on one or more of the Project Facilities that requires suspension of the operations of the Plant.
- (e) Closure of the Project Facilities or part thereof with the approval of the CMC
- (f) Orders of any court having competent jurisdiction

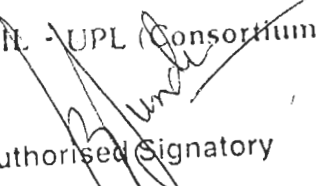
### 5.12 Shareholding Commitments

The aggregate equity shareholding of the Consortium Members, in the issued and paid up capital of the SPV shall not be less than 76% (Seventy Six percent) during



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEL - UPL (Consortium)  
  
Authorised Signatory

the Construction Period and for 10 years following Commercial Operations Date ('COD') and 51% (Fifty One percent) during the remaining term.

Additionally, the Lead Member or its holding company would commit to hold a minimum equity stake equal to 51% of the aggregate shareholding of the Consortium in the SPV at all times during the Concession Period.

### 5.13 Maintenance of Records

The Concessionaire shall maintain records of the quantum (Measured in Metric Tonnes) of waste supplied to the facility, waste processed, rejects disposed to the Landfill Facility, duly counter checked by the Project Engineer or his representative and provide monthly, quarterly and annual reports of the same to the Project Engineer and the CMC along with any other details sought by Project Engineer/CMC for documentation.

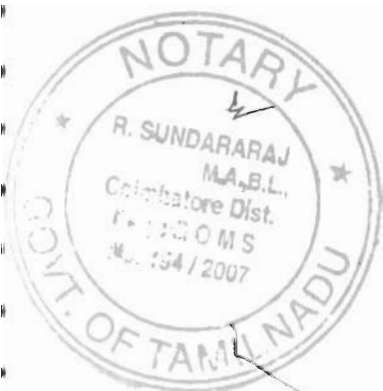
## ARTICLE 6


### CMC's OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, CMC shall have the following obligations:

#### 6.1 Specific Obligations

- (a) After COD, CMC shall at its own cost, risk and expense, supply all MSW generated within the limits of CMC except a quantity of 50 TPD of segregated biodegradable waste that has been already committed to the existing Vermin-Composting plant established vide agreement No.249/2005-06 with the CMC to the specified Receipt Point(s).
- (b) Starting from COD and immediate next year, the Minimum Waste Quantity (Mixed MSW + Segregated MSW) shall be 400 TPD. For subsequent years, CMC shall indicate to the Concessionaire, by end of 11th month (November, 20XX) of every year during the Term, the Minimum Waste Quantity that CMC shall be supplying daily at the Receipt Point(s) during the next year (January through December of 20XX + 1).
- (c) CMC shall pay Tipping Fee to the Concessionaire, on a monthly basis equivalent to the amount calculated as per provisions of clause 7.1.
- (d) CMC shall declare and maintain, or cause to declare and maintain, a No-development zone around the Site in accordance with Applicable Laws
- (e) CMC shall endeavor not to supply C&D Debris and Silt waste, Bio-medical Waste and Hazardous Waste.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL (Consortium)  
  
Authorized Signatory

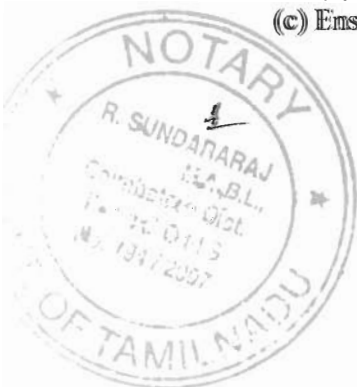
TRUE COPY


- (f) CMC will endeavor to achieve and maintain the following non-mandatory targets for segregation of MSW:
- Within one year of COD - 50% or more
  - Within two years of COD After 1st year of operation - 70% or more
  - Within three years of COD - 80% or more
  - Within four years of COD - 90% or more
- (g) CMC shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from CMC under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availing permits for utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by CMC in the form as set out in Schedule 5, within fifteen (15) days from receipt of request from the Concessionaire to make available such authorization, provided that the conditions that the applications/ details submitted are complete and correct.
- (h) CMC shall endeavor to assist the Concessionaire, wherever feasible, in obtaining finances from the financial institutions for the Project. CMC hereby agrees to enter into any direct agreement with the Lenders, as may be required by the Lenders on terms agreeable to CMC, to enable financing of the Project.
- (i) CMC agrees, for the purposes of the Financing Documents, to intimate to the Lenders by such notice as required under the Financing Documents:
- (a) of the happening or likely happening of an Event of Default on the part of the CMC or the Concessionaire;
  - (b) of the termination of this Agreement by the CMC or by the Concessionaire;
  - (c) of the occurrence, continuance and cessation of any force majeure cause;
  - (d) of any other breach or default on the part of the Concessionaire under this Agreement,
- (j) If during the Term of Agreement, the available Site falls short of the actual Landfill requirements, then, upon request from the Concessionaire for additional land and due recommendation by the Project Engineer, CMC shall provide additional land for development of landfill adjacent to the site within 12 months on receiving such request from the Concessionaire

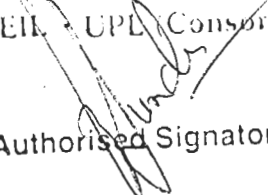
## 6.2 General Obligations

CMC shall:

- (a) where appropriate provide necessary support to the Concessionaire in securing Applicable Permits;
- (b) Observe and comply with all its obligations set forth in this Agreement.
- (c) Ensure timely payments to the Concessionaire



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL UPL Consortium  
  
Authorised Signatory

TRUE COPY

## ARTICLE 7

### FEE AND POST CLOSURE PAYMENTS

#### 7.1 Fee


- (a) Subject to the provisions of this Agreement and bid documents, and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, CMC agrees and undertakes to pay the Concessionaire, an additional support for development of additional cells of Sanitary landfill from 6<sup>th</sup> year onwards from COD. Such additional support shall be Rs.4.00 Crores during 6<sup>th</sup> year of the term of concession and increased at an annual rate of 5% without any compounding. To clarify during the 7<sup>th</sup> year the support shall be Rs.4.20 Crores, during 8<sup>th</sup> year Rs.4.40 Crores and so on. The bills / invoice for the above shall be raised by the Concessionaire during the first month of calendar year and CMC shall release the payment within 90 days on receipt of such invoice.
- (b) Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, CMC agrees and undertakes to pay to the Concessionaire, a Monthly Fee calculated in accordance with Schedule 3.
- (c) The Concessionaire shall weigh the Waste received at the transfer stations and get it duly certified by the Project Engineer or his representative in the manner as set out in the O&M Requirements
- (d) The Concessionaire shall, on the 7<sup>th</sup> day of every Month or in case the 7<sup>th</sup> day of a Month is a holiday then on the following working day of such Month, submit to the Project Engineer / CMC a statement ("Monthly Fee Statement") providing the details, in the manner as set out in Schedule 3.

#### 7.2 Mechanism of Payment

##### 7.2.1 Payments During Term of Concession

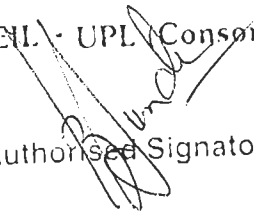
- (a) Monthly payments: CMC shall, within 30 days from the date of receipt of the Monthly Fee Statement,
- (i) Pay to the Concessionaire, an amount equal to 95% of the total amounts payable to the Concessionaire in accordance with 7.1 as stated in such Monthly Fee Statement till two year prior to the end of the term of concession.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL Consortium

  
Authorised Signatory

- (ii) Pay to the Concessionaire, an amount equal to 90% of the total amounts payable to the Concessionaire in accordance with 7.1 as stated in such Monthly Fee Statement for last two year of the term of concession.
- (iii) Pay the remaining amounts equal to 5% of the total amounts during the initial years and 10% of the total amount during last two years of the term in a separate bank account named "Post Closure Performance Account" for meeting the Post Closure Performance of landfill related expenses. The payment of such amount to the concessionaire shall be in accordance with clause (b) below.


(b) Payment from Post Closure Performance Account:

- i. At the end of every six months the amount accumulated in the Post Closure Performance Account shall be payable to Concessionaire against submission of a separate bank guarantee of equivalent amount that should be kept valid throughout the term of the concession. CMC shall ensure that such amount is paid to the concessionaire within 30 days on receipt of the requisite Bank guarantee.
- ii. As this portion is to be retained for meeting the Post Closure Performance related expenses, the Bank guarantees have to be kept valid throughout the term of the concession. In case, the Concessionaire fails to renew any of the Bank guarantees, such guarantee would be encashed and the amount would be deposited in the "Post Closure Performance Account."
- iii. The Concessionaire shall have the option of submitting a single bank guarantee of requisite value in lieu of the Bank guarantee (s) previously submitted by him.

**7.2.2 Payments During Post closure Monitoring**

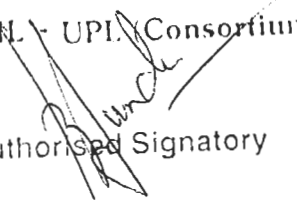
- i. CMC shall not be liable to make any payments to the concessionaire during post-closure period.
- ii. The Bank Guarantee(s) subsisting with CMC as per clause 7.2.1 at the end of the term shall serve as protective measure to ensure that Concessionaire binds by all his obligations during post closure period. Hence the Bank Guarantees need to be kept valid throughout the post closure period as well; however, the value of the same can be reduced at a rate of 5 % per year. To further clarify the amount that can be reduced every year shall be equal to 5% of the initial value of the Bank Guarantee (value at the end of concession term). However, under no circumstances, the value of Bank Guarantees subsisting with CMC should fall below 25% of the initial value of Bank Guarantee.
- iii. It may be specifically noted that if any amount in post closure performance account is utilized as per provision of clause 10.3, then such amount shall be first adjusted before allowing yearly admissible reduction in the value of bank guarantee.
- iv. The remaining value of Bank Guarantees and amount accumulated in post closure performance account, if any, shall be promptly released by CMC



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEL - UPL Consortium

  
Authorised Signatory

within six months of issuance of post closure completion certificate by the Project Engineer.

### 7.3 Terms of Payment

- a. Any delay in making payment in accordance with clause 7.2 above, shall without prejudice to any other consequences under this Agreement, entitle payment of interest on the amount in default at prevailing annual prime lending rate of Reserve Bank of India calculated for the duration of delay.
- b. All payments to the Concessionaire shall be made by way of cheque by CMC. All payments to CMC shall be made by way of cheque payable at par or demand draft in favour of "The Commissioner, Coimbatore City Municipal Corporation" payable at Coimbatore.

## ARTICLE 8

### FORCE MAJEURE

#### 8.1 Force Majeure


As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 8.2, 8.3 and 8.4 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 (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

#### 8.2 Non-Political Event

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

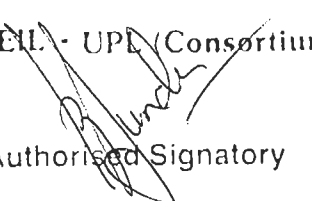
- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing, radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (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 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 8.3;



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEL - UPL (Consortium)

  
Authorized Signatory



- (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 judgment or order of any court 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 of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Government;
- (e) 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 .
- (f) any event or circumstances of a nature analogous to any of the foregoing.

### 8.3 Indirect Political Event

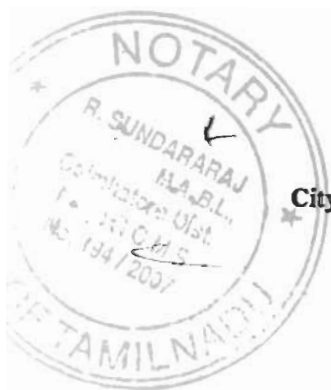
An Indirect Political Event shall mean one or more of the following acts or events:

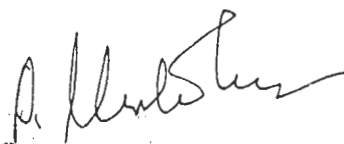
- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (d) 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;
- (e) any Indirect Political Event that causes a Non-Political Event; or
- (f) any event or circumstances of a nature analogous to any of the foregoing.

### 8.4 Political Event

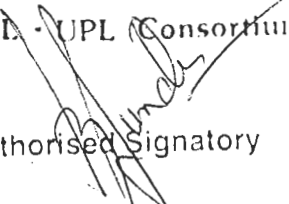
A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of the clause 8.12;



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory

(b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, 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, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) 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

(e) any event or circumstance of a nature analogous to any of the foregoing.

### 8.5 Duty to report Force Majeure Event


8.5.1 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 8 with evidence in support thereof; .
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the 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.

8.5.2 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 not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement

8.5.3 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 8.5.1, and, such other information as the other Party may reasonably request the Affected Party to provide.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL (Consortium)

  
Authorised Signatory

TRUE COPY

## 8.6 Effect of Force Majeure Event on the Concession

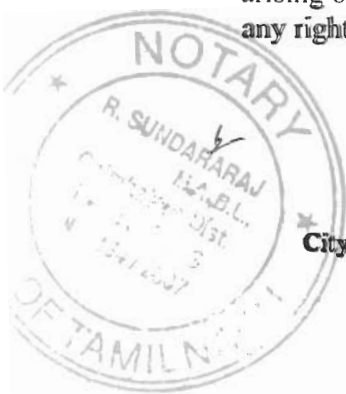
- 8.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.
- 8.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs 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;

## 8.7 Allocation of costs arising out of Force Majeure

- 8.7.1 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.
- 8.7.2 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 Party any costs thereof;
  - (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 CMC 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 CMC 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 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.

- 8.7.3 Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, Co-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.



Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)

Authorised Signatory

## 8.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (One Hundred and Eighty) days or more within a continuous period of 365 (Three Hundred and Sixty Five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save, as provided In this Article 8, 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 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

## 8.9 Termination Payment for Force Majeure Event

8.9.1 If Termination is on account of a Non-Political Event, the CMC shall make a Termination Payment to the Concessionaire in an amount equal to 90% (Ninety percent) of the Debt Due less Insurance Cover for assets under Concessionaire's ownership.

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

(a) Debt Due less Insurance Cover for assets under Concessionaire's ownership; provided that if any Insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (Eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and


(b) 110% (One hundred and Ten per cent) of the Adjusted Equity.

8.9.3 If Termination is on account of a Political Event, the CMC shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 9.2 as if it were a CMC Event of Default.

## 8.10 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.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIM - NPL (Consortium)

  
Authorised Signatory

TRUE COPY

### 8.11 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 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.

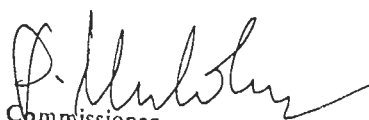
### 8.12 Change in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
  - (i) The enactment of any new Indian law;
  - (ii) The repeal, modification or re-enactment of any existing Indian law
  - (iii) a change in the interpretation or application of any Indian law by a court of record
  - (iv) any order, decision or direction of a court of record.

Provided that Change in Law shall not include:

- (i) Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
  - (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
  - (iii) Any change in the rates of the Taxes.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Costs, and CMC shall subsequently reimburse to the Concessionaire 50% of such Additional Costs, provided such additional cost in any manner as may be mutually agreed upon by parties.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - NPL (Consortium)

  
Authorised Signatory

- (c) Upon occurrence of a Change in Law, the Concessionaire may, notify CMC/the Project Engineer of the following:
- (i) The Nature and the impact of Change in Law on the Project
  - (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law
  - (iii) The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost
  - (iv) The relief sought by the Concessionaire
- (d) Upon receipt of the notice of Change in Law issued by the Concessionaire pursuant to preceding sub-clause, CMC and the Concessionaire shall along with the Project Engineer hold discussions and take all such steps as may be necessary including determination by the Project Engineer/CMC of the quantum of the Additional Cost to be borne and paid by CMC.
- (e) CMC shall within 30 days from the date of determination of quantum of Additional Cost, provide relief to the Concessionaire in the manner as mutually agreed upon by the Parties.

## ARTICLE 9

### EVENTS OF DEFAULT AND TERMINATION

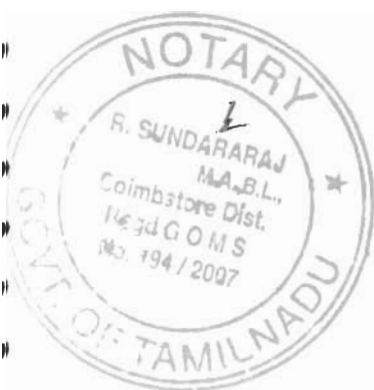
#### 9.1 Events of Default



Event of Default shall mean either Concessionaire Event of Default or CMC Event of Default or both as the context may admit or require.

(a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in **Article 5.11**:

- (i) The Concessionaire has failed to achieve COD within 90 days after the Scheduled Project Completion Date for any reason whatsoever ;
- (ii) The Concessionaire has failed to accept the Municipal Solid Waste supplied by CMC in accordance with **Article 5.7.1** for a continuous period of five days;
- (iii) The Concessionaire has failed to make any payments due to CMC and more than 60 days have elapsed since such payment default;



  
Commissioner  
City Municipal Corporation,  
Coimbatore.  
  
**TRUE COPY**

For BEIL - UPL (Consortium)  
  
Authorised Signatory

- (iv) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days;
- (v) A resolution for voluntary winding up has been passed by the shareholders of the concessionaire's company.

(b) CMC Event of Default

Any of the following events shall constitute an event of default by CMC ("CMC Event of Default"), when not caused by a Concessionaire Event of Default or Force Majeure Event:

- (i) CMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Concessionaire;
- (ii) CMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

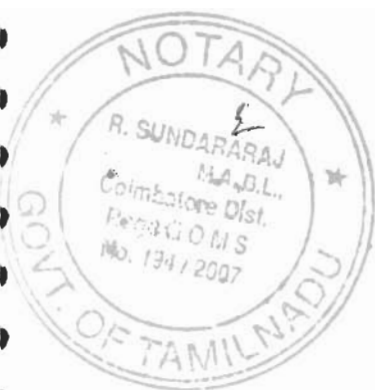
**9.2 Termination due to Event of Default**

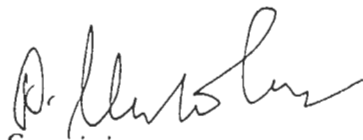
(a) **Termination for Concessionaire Event of Default**

- (i) Without prejudice to any other right or remedy which CMC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, CMC shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement in the manner as set out under **Clause 9.2(a)(ii)** and **Clause 9.2(a)(iii)**.

Provided however that upon the occurrence of a Concessionaire Event of Default as specified under **Clause 9.1(a) (iii)**, CMC may terminate this Agreement by issue of Termination Notice in the manner set out under **Clause 9.2(c)**.

- (ii) If CMC decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to the Concessionaire. Within thirty (30) days of receipt of the Preliminary Notice, the Concessionaire shall submit to CMC sufficient detail and if applicable, the manner in which inter alia it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). The same shall be reasonably considered by the CMC. In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, CMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

  
**TRUE COPY**

For BEIL (UPL Consortium)

  
Authorised Signatory



- (iii) In case the Concessionaire has made a Proposal to rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 60 days to remedy / cure the underlying Event of Default. If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, CMC shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting.

**(b) Termination for CMC Event of Default**


- (i) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of CMC Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to CMC. Within 30 days of receipt of Preliminary Notice, if applicable, CMC shall forward to the Concessionaire its proposal to remedy / cure the underlying Event of Default (the "CMC Proposal to Rectify"). In case of non submission of CMC Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) In case CMC Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, CMC shall have further period of 45 days to remedy/ cure the underlying Event of Default. If, however CMC fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

**(c) Termination Notice**

If a Party has become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

**TRUE COPY**

For BEID - UPL Consortium)

  
Authorized Signatory

**(d) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- (ii) the termination payment, if any, payable by CMC in accordance with the following **sub-article(f)** is paid to the Concessionaire on the Termination Date; and
- (iii) the Project Facilities are handed over back to CMC and Lenders as per provision of Article 10 by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to CMC.

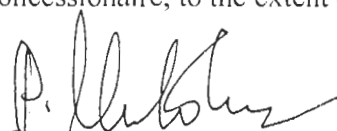
**(e) Withdrawal of Termination Notice**

Notwithstanding anything inconsistency contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the actual Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice or as mutually agreed upon by both parties.

**(f) Termination Payments**

Upon Termination of this Agreement on account of CMC Event of Default, the Concessionaire shall be entitled to the following termination payments in addition to payment from CMC that may have accrued to concessionaire prior to the Termination:

- (a) if the termination occurs prior to the COD, then CMC shall pay concessionaire a termination payment calculated as below:
  - Termination payment = Debt due + 120% of equity contribution by the concessionaire till termination date
- (b) if the termination occurs after COD, then CMC shall pay concessionaire termination payment equal to the following:
  - Termination payment = Debt due + 150% of adjusted Value of the equity on Termination Date.
- (c) Upon Termination of this Agreement on account of Concessionaire Event of Default, CMC shall be liable to pay Termination Payment to concessionaire, to the extent of the following:

  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - CPL (Consortium)

Authorised Signatory

TRUE COPY



- Only the debt due as on date of termination (not the adjusted equity)

### 9.3 Rights of CMC on Termination

- (a) Upon Termination of this Agreement for any reason whatsoever, CMC shall upon making the Termination Payment, if any, to the Concessionaire and in accordance with the provisions of the financing documents have the power and authority to:
- (i) enter upon and take possession and control of the Project Facilities forthwith free from any encumbrances;
  - (ii) Prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Facilities or permit as required for pending resolution of any issues to a limited number of representatives of concessionaire.
- b) Notwithstanding anything contained in this Agreement, CMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handover of the Project Facilities by the Concessionaire to CMC shall be free from any such obligation.

### 9.4 Accrued Rights of Parties

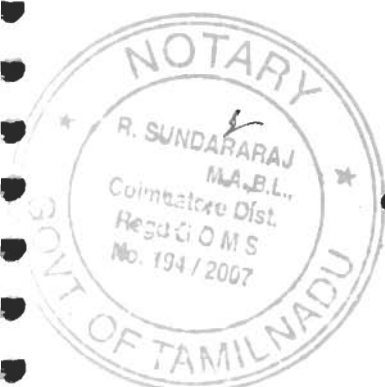
Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

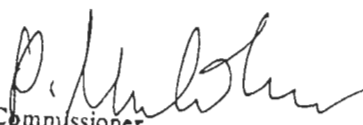
## ARTICLE 10

### HANDOVER OF PROJECT FACILITIES

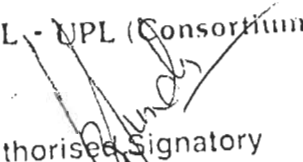
#### 10.1 Ownership during the term of concession

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by the Concessionaire, during the term of the concession shall at all times remain as mentioned below:



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory

- a. that of all immovable assets including site and civil structures thereon shall remain with CMC
- b. that of all movable assets including equipments & machinery and vehicles shall remain with the concessionaire and in accordance with the financing documents and first prior charge to Lenders privileges.

## 10.2 Concessionaire's Obligations

### (a) Waste Processing Facility

- (i) The Concessionaire shall on the date of expiry of the agreement term, hand back peaceful possession of the Waste Processing Facility to CMC free of cost and in normal operating condition.
- (ii) At least 12 months before the expiry of the term of agreement a joint inspection of the Project Facilities shall be undertaken by the Project Engineers/CMC and the Concessionaire. The Concessionaire shall promptly undertake and complete such works/jobs as may be required by CMC at least three months prior to the expiry of agreement term and ensure that the Project Facilities may continue to meet such requirements even after the same are handed back to CMC.

### (b) Landfill Facility


- (i) At least 12 months before the expected expiry of the Landfill Life, the Parties jointly with the Project Engineer shall, discuss and jointly prepare the Post Closure Operating Plan for maintenance of the Landfill Facility, under the provisions of the prevailing statutory regulations ("Post Closure Maintenance Plan").
- (ii) The Concessionaire shall after expiry of the Active Operations Period maintain the Landfill Facility in accordance with the Post Closure Maintenance Plan.
- (iii) Upon the expiry of the post closure monitoring Period, the Concessionaire shall hand back peaceful possession of the Landfill Facility to CMC free of cost and in reasonable condition.

## 10.3 CMC's Obligations

CMC shall, subject to CMC's right to encash the Bank Guarantees and there after deduct amounts from the Post Closure Performance Account towards;

- (i) carrying out works/jobs listed under **Article 10.2**, which have not been carried out by the Concessionaire,
- (ii) any outstanding dues, which may have accrued in respect of the Project during the Concession Period, duly discharge and release to the Concessionaire the amounts in the Post Closure Performance Account in accordance with **Article 7.3**.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL (Consortium)

  
Authorised Signatory

TRUE COPY

## ARTICLE 11

### DISPUTE RESOLUTION

#### 11.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Commissioner, CMC (or the Person holding charge) and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of **Article 11.2** below.

#### 11.2 Arbitration

##### (a) Procedure

Subject to the provisions of **Article 11.1**, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration and Conciliation Act, 1996.

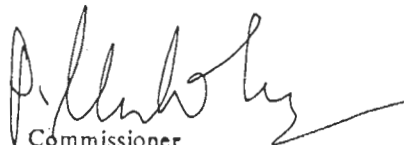
##### (b) Place of Arbitration

The place of arbitration shall ordinarily be Coimbatore but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

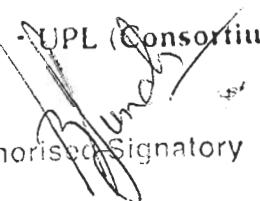
##### (c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. Any party using Tamil as language shall supply the other party a authorized



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEL - UPL (Consortium)

  
Authorized Signatory

TRUE COPY

## ARTICLE 13

### MISCELLANEOUS

#### 13.1 Assignment and Charges

- (a) The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of both CMC & Lenders.
- (b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of CMC & Lenders
- (c) Restraint set forth in clauses (a) and (b) above shall not apply to:
  - (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
  - (ii) Pledges/hypothecation of goods/stocks/moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
  - (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

#### 13.2 Interest and Right of Set Off


Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing prime lending rate of Reserve Bank of India per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without Prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 13.2 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

#### 13.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Coimbatore shall have jurisdiction over all matters arising out of or relating to this Agreement.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEN - UPL (Consortium)

  
Authorized Signatory

- (h) 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 Agency which may result in Material Adverse Effect;
- (i) it has complied with all Applicable Laws 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 Material Adverse Effect;
- (j) Without prejudice to any express provision contained in this Agreement, 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 Project Facilities, and the information provided by CMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- (k) The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that CMC shall not be liable for the same in any manner whatsoever to the Concessionaire.


## 12.2 Representations and Warranties of CMC

CMC represents and warrants to the Concessionaire that:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorize the execution, delivery and performance of this Agreement
- (c) Nothing in this Agreement conflicts with its constitutional authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it
- (d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law;

## 12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL (Consortium)

  
Authorized Signatory

TRUE COPY



### 13.4 Waiver

- (a) 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:
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) 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 hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

### 13.5 Survival

Termination of this Agreement

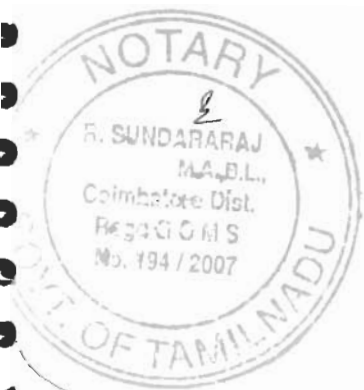
- (a) shall not relieve the Concessionaire or CMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve 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.


### 13.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding 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 agreed to by all the Parties hereto and evidenced in writing.

### 13.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by Registered Post with Acknowledgement Due, Hand delivery, recognized international courier, E-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)

  
Authorised Signatory



**If to CMC:**

The Commissioner,  
Coimbatore Municipal Corporation,  
Town Hall, Coimbatore-641 001.  
Tamil Nadu (India)  
Phone +91-422- 2305238  
Fax: +91- 0422-2390167  
Email: cbecorp@gmail.com

**If to the Concessionaire:**

The Managing Director,  
BEIL-UPL (Consortium),  
C/o United Phosphorus Limited,  
"UNIPHOS HOUSE", 11th Road, Madhu Park, Khar (West),  
Mumbai - 400052  
Email: suketu@acepl.com, parikhkh@acepl.com, swm@acepl.com

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

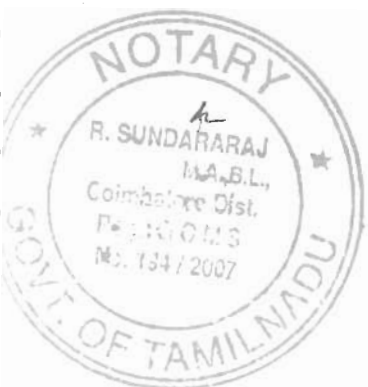
- (i) in the case of any communication made by letter, when delivered Registered Post with Acknowledgement Due, Hand delivery, recognized international courier, E-mail, (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.


**13.8 Severability**

If for any reason whatsoever 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 shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**13.9 No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)

  
Authorized Signatory

### 13.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language and true translation into English language if Tamil is used at user's costs and expenses.

### 13.11 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 and any representation by any Party not contained in a binding legal agreement executed by the Parties.


### 13.12 Counterparts

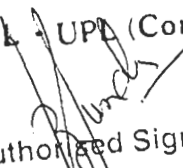
This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

For and on behalf of CMC by:

For and on behalf of CONCESSIONAIRE by:

  
Commissioner  
City Municipal Corporation,  
Coimbatore.


For BEIL - UPD (Consortium)  
  
Authorized Signatory

In the presence of :


1)

City Engineer  
Municipal Corporation  
Coimbatore.


1)

 [CSURESH SHAN]

2)

  
V. Veerapandian  
CHIEF ACCOUNTS OFFICER  
CITY MUNICIPAL CORPORATION  
COIMBATORE

2)

 (ARUN ASHAC)

R. Sundararaj  
20/12/07


R. SUNDARARAJ MA.,BL.,  
ADVOCATE & NOTARY,  
2/44, RAMAIAH PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

TRUE COPY

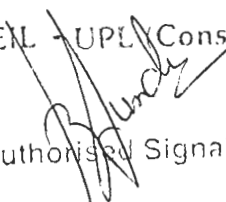
**Schedule – 1**

**Details of Project Site**

- 1) Sites for the Proposed Closure of the existing dumpsites (3 Nos) at Kavundanpalayam, Ondipudur and Vellalore respectively.
- 2) Sites for the Existing Transfer Stations (3 Nos) at Sathy road, Peelamedu and Ukkadam respectively to be re-developed and One transfer station to be newly constructed at Uppilipalayam.
- 3) Site for Construction & Development of Sanitary Landfill Facility (SLF) at Vellalore including Operation & Maintenance of the same.
- 4) Site for Construction & Development of Waste Processing Facility at Vellalore including Operation & Maintenance of the same.

  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEL - UPL (Consortium)

  
Authorised Signatory



  
**TRUE COPY**

  
**R. SUNDARARAJ MA., BL.**  
ADVOCATE & NOTARY,  
2/44, RAMAGANY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

Schedule – 2

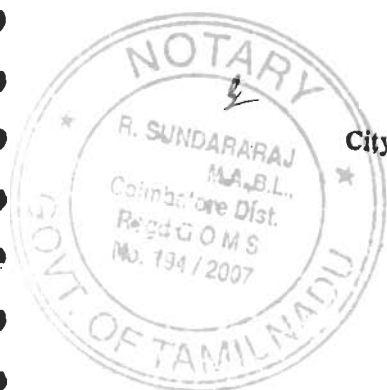
OPERATIONS AND MAINTENANCE REQUIREMENTS OF WASTE  
PROCESSING & DISPOSAL FACILITY


PART – A

OPERATIONS AND MAINTENANCE REQUIREMENTS OF WASTE  
PROCESSING FACILITY

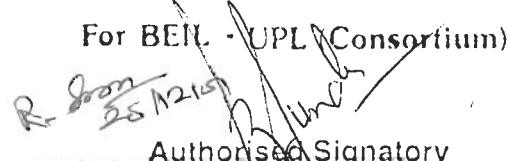
1 General

- (a) The Concessionaire shall comply with the O&M Requirements set out in this Schedule. In doing so, the Concessionaire shall ensure that the Waste Processing Facilities are maintained to the standards and specifications as set out in the Construction Requirements and also meet the other requirements, if any, set out in the Agreement.
- (b) In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Waste Processing Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will :
- (i) ensure the safety of personnel deployed on and users of the Waste Processing Facilities or part thereof;
- (ii) permit unimpaired performance of statutory duties and functions of any party in relation to the Project;
- (c) During the Active Operations Period and till the date of handover of the Waste Processing Facilities, the Concessionaire shall, in respect of the Waste Processing Facilities, ensure that :
- (i) applicable and adequate safety measures are taken;
- (ii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Waste Processing Facilities, due to any of its actions, is minimized;
- (iii) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
- (iv) disturbance or damage or destruction to property of third party by operations of the Waste Processing Facilities is controlled/minimized;
- (v) data relating to the operation and maintenance of the Waste Processing Facilities is collected, recorded and available for inspection by respective agencies.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL Consortium)  
  
R. SUNDARARAJ  
ADVOCATE & NOTARY  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

- (vi) all materials used in the maintenance, repair and replacement of any of the Waste Processing Facilities shall meet the Construction Requirements;
- (vii) the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O&M Requirements.

## 2 Operations and Maintenance Manual and O&M Plans


- (a) Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalise in consultation with the Project Engineer:
  - (i) the O&M Manual (including the formats for the reports to be submitted during the Active Operations Period and the Post Closure Period)
  - (ii) the O&M Plan for the first year of operations.
- (b) The concessionaire shall submit to the Project Engineer and CMC an annual O&M Plan for the next year of operations or may inform only the changes made in the existing O&M Plan, if any, in the month of November of every year after COD.

## 3.0 Weighment, Acceptance and Rejection of Municipal Solid Waste

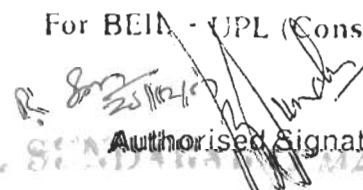
### 3.1 Weighment of Municipal Solid Waste

- 3.1.1 The Concessionaire shall provide for a weigh-bridge in accordance with the Construction Requirements for Weighment of the Municipal Solid Waste supplied by CMC.
- 3.1.2 The Concessionaire shall record at least the following data:
  - (a) Date of operation
  - (b) Registration number of the truck supplying Municipal Solid Waste/ Lorry number
  - (c) Total weight of the truck
  - (d) Time of entry of the truck
  - (e) Zone/ circle/ ward from which Municipal Solid Waste has been collected
  - (f) Empty weight of the truck
  - (g) Net weight of Municipal Solid Waste
  - (h) Time of exit of the truck
- 3.1.3 The format for recording shall be finalised in consultation with the Project Engineer, and the same shall be documented as a part of the O&M Manual. A sample format is enclosed for reference as Annexure – 4.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIM - UPL (Consortium)  
  
Authorised Signatory  
R. SUNDARAJAH, M.A.B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

- 3.1.4 In the event that the weigh-bridge provided in accordance with sub-clause 3.1.1 above is not in operation, the concessionaire has to make alternative arrangements for weighing of trucks at his own cost and expense and in a manner acceptable to the Project Engineer and CMC. Under unavoidable circumstances, with the written consent of the Project Engineer, the concessionaire may use the following to estimate quantity delivered.

$$W = W_{AVG} * N$$

Where,

W, is the weight of Municipal Solid Waste supplied during the period for which the weigh bridge was inoperable

$W_{AVG}$ , is the average weight of Municipal Solid Waste carried per truck based on the data available for the six Months prior to the Month in which the weigh-bridge was operable

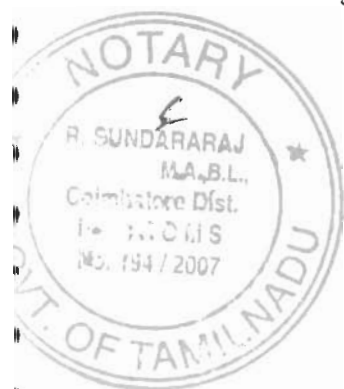
N, is the number of truck-loads of Municipal Solid Waste accepted by the Concessionaire during the period for which the weigh-bridge was inoperable.


### 3.2 Acceptance of Municipal Solid Waste

- 3.2.1 CMC shall supply Municipal Solid Waste to the facility as per the agreed delivery schedule as per clause 5.7.1.(c).
- 3.2.2 The Concessionaire shall not accept Municipal Solid Waste which is not supplied by CMC or any other Person appointed by it.
- 3.2.3 Apart from visual inspection procedure, the procedure to be adopted for sampling and testing of non Municipal Solid Waste supplied by CMC to ascertain whether it contains Hazardous and/or Bio-medical Waste shall be finalized by the Parties and the procedure documented as part of the O&M Manual.
- 3.2.4 The concessionaire shall establish requisite laboratory and testing facility required for testing waste quality, leachate and other environmental monitoring required as the prevailing regulations/ guidelines including MSW Rules, 2000 and Manual on MSW Management, published by MoUD.


### 4.0 Production of Compost

- 4.1 The Concessionaire may adopt any such process and/or methods as it considers necessary for the Processing of Municipal Solid Waste in order to ensure that the compost produced after such product is certified for its conformity to compost quality specified under MSW Rules, 2000.
- 4.2 The Concessionaire shall inspect the sieving equipment once every three months and carry out any maintenance necessary to minimize wear and tear and ensure that the mesh size is in accordance with the specifications laid down in the Agreement.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEL - NPL (Consortium)  
  
Authorised Signatory  
R. SUNDARARAJ M.A.B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

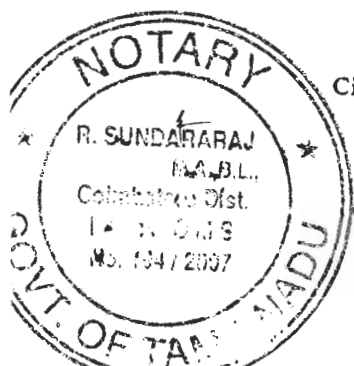
## 5.0 Production of RDF


- 5.1 The Concessionaire may adopt any such process and/or methods as it considers necessary for the conversion of Municipal Solid Waste into RDF in order to ensure that the RDF produced after such conversion being fit for use as fuel. The Concessionaire may evolve suitable quality parameters for the product and document the same in the O & M Manual to be prepared by him.
- 5.2 The RDF so produced may be either sold as such or shall be used as fuel for steam generation along with supporting fuel in compliance with applicable guidelines of MNES, GOI for generation of renewable energy with out use of fossil fuel of any kind.

## 6.0 Mandatory Facilities

- 6.1 During the Active Operations Period and until the handover of the Waste Processing Facilities, the Concessionaire shall, unless suitably modify with consent of CMC or the Project Engineer and duly document the O&M Plan and/or O&M Manual, operate and maintain the Waste Processing Facilities as detailed in the manual. The Manual shall cover the various operational aspects which could be exhaustive but including the following:


- Green Belt
- Fencing
- Quality Control Laboratory
- Internal Roads
- Lighting and other electrical works
- Weigh Bridge
- Waste Receipt
- Waste Inspection
- Waste Weighing
- Waste Acceptance Criteria
- Waste Unloading
- MSW Processing Machinery (for Compost plant /RDF plant and or power plant)
- Windrow Platform
- Storm Water Drainage System
- Leachate Collection
- Water Supply System



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEL. UPL (Consortium)

  
R. SUNDARARAJ M.A., B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMAGANY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

**7.0 Routine Maintenance Standards**

7.1 In order to ensure smooth and uninterrupted operations, routine maintenance of the Project Facilities shall include but not be limited to:

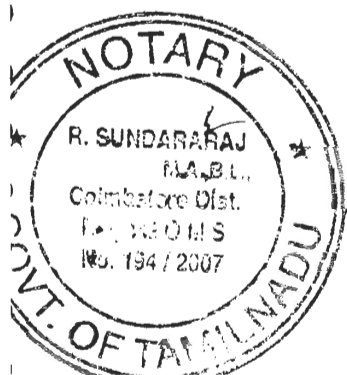
- (a) prompt repairs of the weigh-bridge, windrow platforms, leachate collection drainage and treatment system, electrical items, drains, internal roads, sieving machinery, lighting and fencing;
- (b) replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the Project Facilities;
- (c) maintaining the shape, scope, full cross-section of the stormwater drainage system and leachate collection and drainage system;
- (d) keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
- (e) undertaking maintenance works in accordance with the O&M Plan and O&M Manual;
- (f) preventing, with the assistance of law enforcement agencies, where necessary, any unauthorised entry to and exit from and any encroachments including any encroachments on the Site;
- (g) taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/Applicable Permits.


7.2 The following standards in order of preference shall be adopted in consultation with the Project Engineer, unless otherwise specified:

- a. MSW Rules
- b. Manual on Municipal Solid Waste Management published by CPHEEO
- c. Any other standards specified by statute and Applicable Laws
- d. Bureau of Indian Standards (BIS)
- e. Any other standard acceptable international / national guidelines, procedures etc.


7.3 The Concessionaire, for the purpose of routine maintenance shall, in consultation with the Project Engineer, set forth such criteria as to conform to good international standards and Good Industry Practice for sound maintenance of the Project Facilities.

7.4 The Concessionaire shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Construction Requirements/ specifications.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

**TRUE COPY**

For BEIL · UPL (Consortium)  
  
R. SUNDARARAJ, Authorised Signatory  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.



## 8.0 Emergency Maintenance

8.1 The Emergency Response Protocol ("ERP") shall be developed by the Concessionaire in line with Factories Act. This shall be a part of the O&M Manual developed by the Concessionaire.

8.2 The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to vehicle accidents involving personal injuries or fatalities, property damage and force majeure as follows:

- (a) In the event of an Emergency, the Concessionaire shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Project Facilities or part thereof, the Concessionaire shall promptly carry out any repair works necessary to restore the Project Facilities to safe condition and in any event shall carry out such works before the affected area of the Project Facilities is re-opened to for normal operations.
- (b) The Concessionaire shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Active Operations Period.

8.3 In case of Emergency, the Concessionaire shall

- (a) carry out such emergency maintenance and repairs as may be required to repair the damages and where required under the supervision of the police in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible
- (b) take all necessary measures to minimise pollution in accordance with the procedure specified in the O&M Plan/ Environmental Management Plan.
- (c) Submit a report to Project engineer /CMC from time to time.

## 9.0 Reporting

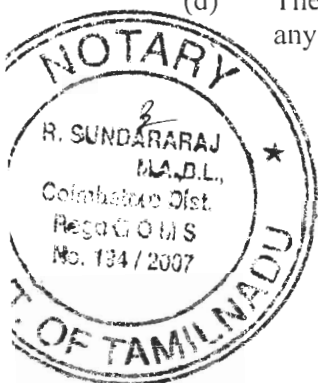
(a) The Concessionaire shall ensure that CMC and Project Engineer is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimise any adverse consequences.

(b) The frequency and formats for the reports with respect to waste supplied, processed, rejects generated and disposed to land fill , compost produced / sold and energy generated / sold and any other relevant data like usage of supporting fuels if any, to be submitted and form part of the O&M Plan and Manual.

(c) The following data should form part of the reports submitted by the Concessionaire:

- (i) Circle wise quantity of Municipal Solid Waste received
- (ii) Municipal Solid Waste characterization
- (iii) Leachate generation

(d) The Concessionaire shall furnish to CMC three copies of "as-built" drawings of any construction undertaken after COD.



*P. Sundararaj*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
*R. Sundararaj*  
R. SUNDARARAJ M.A., D.L.  
ADVOCATE & NOTARY  
2/44, RAMAKRISHNAN PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

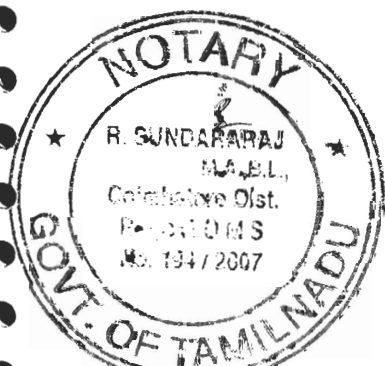
Schedule-2

PART - B

OPERATIONS AND MAINTENANCE REQUIREMENTS OF DISPOSAL  
FACILITY - SANITARY LANDFILL FACILITY

1.0 General

- (a) The Concessionaire shall comply with the O&M Requirements for landfill facility as set out in this Schedule. In doing so, the Concessionaire shall ensure that the Landfill Facilities are operated and maintained to the applicable regulations, standards and specifications and also meet the other requirements, if any, set out in the Agreement.
- (b) In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Landfill Facility, the Concessionaire shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will :
- (i) ensure the safety of personnel deployed on and users of the Landfill Facility or part thereof;
  - (ii) keep the equipment and machinery employed at the Landfill Facility from undue deterioration and wear;
  - (iii) permit unimpaired performance of statutory duties and functions of any party in relation to the Project;
- (c) During the Concession Period, the Concessionaire shall, in respect of the Landfill Facility, ensure that:
- (i) applicable and adequate safety measures are taken;
  - (ii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Landfill Facility, due to any of its actions, is minimized;
  - (iii) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
  - (iv) disturbance or damage or destruction to property of third party by operations of the Landfill Facility is controlled/minimized;
  - (v) data relating to the operation and maintenance of the Landfill Facility is collected, recorded and available for inspection by the Project Engineer/CMC/other regulatory agencies.
  - (vi) all materials used in the operation, maintenance of any of the Landfill Facility shall meet the Construction Requirements;



*P. Sundararaj*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPE (Consortium)  
*R. Sundararaj*  
R. SUNDARARAJ  
Authorised Signatory  
ADVOCATE & NOTARY  
2/44, RAMAGANY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 011.

- (vii) the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O&M Requirements.

## 2.0 Operations and Maintenance Manual and O&M Plans

The Concessionaire shall finalise the O&M Plan and the O&M Manual for the Landfill Facility in consultation with the Project Engineer / CMC.

## 3.0 Sampling and Testing

- 3.1 Unless modified with mutual consent by the Parties, the Residual Inert Matter shall be sampled and tested in the manner as set out below:

The Residual Inert Matter proposed to be taken to the Landfill Facility shall be placed in heaps of almost uniform size of sizeable quantity. The chemist shall take ten random samples from each of these heaps. These random samples shall then be thoroughly mixed and a single random sample taken and tested as per the procedure set out in Annexure 5 of this Concession Agreement, in the presence of the Project Engineer or his authorized representative. In case the composition of this single random sample satisfies the criteria set out in Article 11 of this Schedule, it shall be deemed as being "Fit for Landfilling".

- 3.2 The Concessionaire shall be solely responsible for the composition of the material disposed in the Landfill Facility.

## 4.0 Weighment

- 4.1 The Concessionaire shall provide for a weighbridge for weighing waste before disposal into SLF.
- 4.2 The Concessionaire shall not take any Residual Inert Matter into the Landfill Facility without having obtained the "Fit for Landfilling" certificate from the Project Engineer or his authorized representative. The Concessionaire shall plan his operations in a manner such that the Landfill Waste is taken into the Landfill Facility only in the daytime during normal operations or as mutually agreed upon between CMC and the Concessionaire.
- 4.3 The Concessionaire shall record the following minimum data with regard to the Landfill Waste:
- (a) Date of operation
  - (b) Total weight of the truck + landfillable waste
  - (c) Time of entry of the truck
  - (d) Empty weight of the truck
  - (e) Time of exit of the truck



*P. Sundararaj*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPI (Consortium)

*R. Sundararaj*  
R. SUNDARARAJ M.A., B.L.  
ADVOCATE & NOTARY,  
2/44, RAMAGANATHA PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

Authorized Signatory

4.4 In the event that the weigh-bridge provided in accordance with sub-clause 4.1 hereinabove is not in operation, the Concessionaire shall make alternate arrangement for weighing of waste prior to disposal in SLF at his own cost and expense. Such Weighment and transport of the Residual Inert Matter shall be done only under the direct supervision of the Project Engineer or his authorized supervisor.

4.5 The procedure for Weighment of the Landfill Waste and certification by the Project Engineer or his authorized representative shall be as set out in the O&M Plan and the O&M Manual.

## **5.0 Landfill Operation**

### **5.1 Monsoon cover liner**

(a) The Concessionaire shall provide a intermediate liner or the monsoon cover liner, as per MSW Rules, 2000, to take care of the monsoon season before the onset of monsoon leaving only a temporary shed for operations during non-raining period of the day.

### **5.2 Daily Cell Cover**

On each day during the Active Operations Period, the Concessionaire shall compact the Landfill Waste and cover the same ("Daily Cell Cover") in the manner as specified in MSW Rules, 2000.

### **5.3 Landfill Closure and Final Cover**

(a) The Concessionaire shall demonstrate the actual stability by considering the strength parameters of compacted inert material.

(b) The concessionaire shall inform the Project Engineer /CMC atleast one year in advance about the exhaustion of landfill, providing the following details:

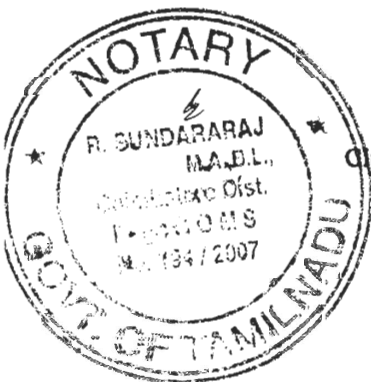
- (i) The estimated quantity of Landfill Waste that can be Land filled in future
- (ii) The probable date till which Municipal Solid Waste can be accepted by the Waste Processing Facility
- (iii) The plan for laying the final cover ("Final Cover") for the Landfill Facility

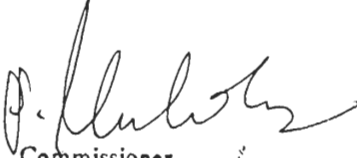
(c) The Concessionaire shall provide the Final Cover in accordance with MSW Rules, 2000.

### **5.4 Vegetative cover**

(a) The Concessionaire shall, in accordance with MSW Rules ensure the provision of a vegetative cover after laying the Final Cover.

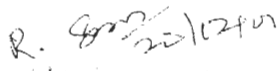
(b) The selection of the varieties of plants /grass to be planted shall be decided in consultation with the Project Engineer/CMC and shall form part of the Post Closure Maintenance Plan.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

**TRUE COPY**

For BEIL - NPL (Consortium)

  
R. Sundararaj  
Authorised Signatory  
ADVOCATE & NOTARY.  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

**5.5 Leachate Collection and Removal System ("LCRS")**

- (a) The Concessionaire shall ensure that there is no run-on/ run-off to and from the facility.
- (b) The Concessionaire shall ensure that all leachate drains are free from clogging and allows unobstructed flow of leachate.
- (c) Only treated leachate to be let out from the site, which shall meet the standards prescribed under MSW Rules, 2000.

**5.6 Provisions for Landfill Gas Recovery / Venting System**

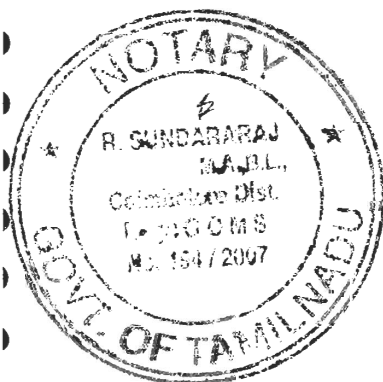
- 5.6.1 The Concessionaire shall examine the requirement of providing Landfill Gas Recovery / Venting System in consultation with the project engineer and if found necessary make suitable provisions to avoid any potential hazard to the environment. The MSW Rules, 2000 and other applicable guidelines prevailing guidelines prevent the disposal of bio-degradable waste into landfills. However, based on the level of segregation achieved and waste characterizes disposed off into landfill, the requirement of gas recovery / venting system may be designed.
- 5.6.2 The concessionaire may also consider the requirements for getting CDM benefits, while planning for the above.


**5.7 Post-Closure Maintenance Plan**

- 5.7.1 The Concessionaire shall maintain the Landfill Facility during the Post Closure Period in accordance with the Post-Closure Maintenance Plan.
- 5.7.2 At least three months prior to the completion of any Financial Year during the Post Closure Period, the Concessionaire shall prepare and submit for review and approval by the Project Engineer/CMC, the Post Closure Maintenance Plan for the subsequent Financial Year.
- 5.7.3 Post-closure maintenance shall be in accordance with Applicable Laws and shall involve periodic inspections, of at least once every three months, of the Landfill Facility to monitor land surface care, leachate collection, and methane control by way of ensuring and to maintain flaring equipment.
- 5.7.4 Post-closure maintenance shall also involve investigations for detection of adverse environmental impacts, if any, and implementation of measures for mitigation of the same.

**6.0 Environment Monitoring System**

- 6.1.1 The Environmental Monitoring shall be carried out as stipulated in the MSW Rules, 2000, Manual on MSW Management, prepared by MoUD and other application regulations. The monitoring schedule, parameters and locations are to be detailed in the O&M manual to be prepared by the concessionaire.



  
Commissioner  
City Municipal Corporation, Coimbatore.  
R. SUNDARARAJ MAJILL.  
ADVOCATE & NOTARY  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.  
For BEIR - UPL (Consortium)  
25/12/2012  
Authorized Signatory

**TRUE COPY**

6.1.2 The Concessionaire shall provide the instruments/equipment required for carrying out the environmental monitoring tests as per the above requirements.

## 7.0 Mandatory Facilities

The Concessionaire shall, unless suitably modified in the O&M Plan and/or the O&M Manual, operate and maintain the mandatory facilities in accordance with acceptable standards. The Manual shall cover the various operational aspects which could be exhaustive but including the following:

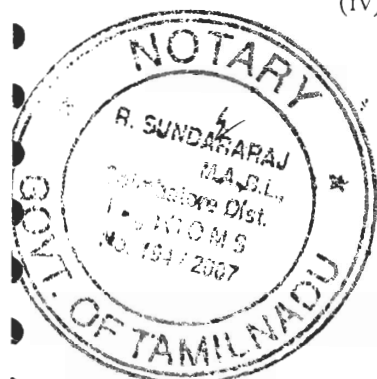
- Quality Control Laboratory
- Internal Roads
- Lighting and other electrical works
- Weigh Bridge
- Waste Receipt
- Waste Inspection
- Waste Weighing
- Waste Acceptance
- Waste Unloading
- Waste Placement and Compaction
- Landfill Machinery and their use, O&M issues etc
- Storm Water Drainage System
- Leachate Collection and Drainage System
- Leachate Treatment Plant
- Water Supply System

## Emergency Maintenance

The terms and conditions shall be as set out under **Clause 8 of Schedule 2.**


## 8.0 Reporting

- (a) The Concessionaire shall ensure that CMC and Project Engineer is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
- (b) The frequency and formats for the reports to be submitted shall be finalised in consultation with the Project Engineer and form part of the O&M Plan and O&M Manual.
- (c) The following data should form part of the reports submitted by the Concessionaire:
  - (i) Residual Inert Matter quality test reports
  - (ii) Leachate generation
  - (iii) Emission of greenhouse gases
  - (iv) Ground Water quality (both within and outside the Site)



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

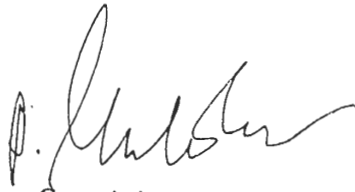
TRUE COPY

  
For BEIL - UPL (Consortium)  
R. SUNDARARAJ, M.A., D.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

- (v) Waste processed per month
- (vi) Breakdowns and repairs
- (vii) Waste converted to compost or combusted for energy recovery
- (d) The Concessionaire shall also maintain a system for tracking the location of Landfilling operations within the Engineered Sanitary Landfill on a daily basis.
- (e) The Concessionaire shall furnish to CMC three copies of "as-built" Drawings of any construction undertaken after COD.

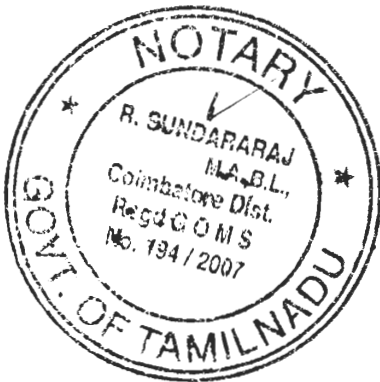
**9.0 Tests for Inerts & Compost**

The Concessionaire shall include relevant testing procedures for inert and compost in the O&M manual.

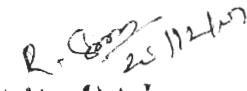
  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEL - UPA (Consortium)

  
Authorized Signatory



  
**TRUE COPY**

  
**R. SUNDARARAJ MA., B.L.,**  
ADVOCATE & NOTARY.  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

Schedule -- 3

**CALCULATION OF MONTHLY FEES**

1. Daily waste quantity
  - a. 400 TPD starting from COD and immediate next year.
  - b. For subsequent years, CMC shall indicate to the Concessionaire, by end of 11th month (November, 20XX) of every year during the Term, the Waste Quantity that CMC shall be supplying daily at the Receipt Point(s) during the next year (January through December of 20XX + 1). However, such quantity can not be less than the quantity indicated by CMC for the current year.
2. Minimum Daily waste quantity is 10% less than the daily waste quantity indicated by CMC.
3. Actual Daily Waste Quantity is the quantity of waste actually supplied by CMC at the receipt point at any particular day.

4. Minimum Aggregate Waste Quantity (Assured waste Quantity)

$W_m$  = Minimum Daily Waste quantity \* D tonnes

Where,

$W_m$  is the aggregate quantity of Municipal Solid Waste agreed to be supplied by CMC to the Receipt points during any given Month ("Assured Waste Quantity").

D is the number of days in a particular Month,

As an example, for the month of April in first year after COD,

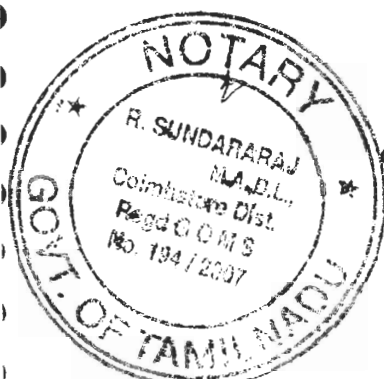
$W_m = 360 \text{ TPD} \times 30 \text{ days} = 10,800 \text{ T}$

5. Fees

Refers to the rate per Tone of MSW quoted by the Concessionaire as a part of its Financial Bid. The applicable fee for each year is enclosed at Annexure-2 of this document. It may be noted that if the transportation facility is made operational before processing & disposal facilities are developed, the applicable fees shall refer to the amount quoted under transportation head in the financial proposal.

6. Preparation of monthly fee statement

- a. Minimum monthly fees is the amount arrived by multiplying the applicable fees with the assured waste quantity (Minimum aggregate waste quantity). It may be specifically noted that even if the actual waste supplied by CMC is less than Assured Waste Quantity for any particular month, the Concessionaire shall still be entitled to receive payments equivalent to Minimum monthly fees.



*[Signature]*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

**TRUE COPY**

For BEN. UPD (Consortium)  
*[Signature]*  
R. SUNDARARAJ, Signatory  
ADVOCATE & NOTARY  
2/44, RAMASWAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.



- b. Monthly fees is the amount arrived by multiplying the applicable fees with the actual total waste quantity supplied by CMC in any given month.
- c. Additional monthly fees:
- i. If on any particular day, the actual daily waste quantity is more than 125% of the Daily Waste quantity (for eg: 400 TPD during first year after COD), then CMC shall pay, for such excess quantity of waste, an additional amount that shall be calculated as below:

Additional fees for a particular day  
= (Actual waste quantity - 125% of daily waste quantity) \* 25% of the applicable fees

- ii. If on any particular day, the actual daily waste quantity is less than minimum daily waste quantity (90% of the Daily Waste quantity), then CMC shall pay, for such deficient quantity of waste, an additional amount that shall be calculated as below

Additional fees for a particular day = (Minimum daily waste quantity - Actual waste quantity) \* 25% of the applicable fees

Additional monthly fees is the sum total of all such additional fees calculated for any particular month.

d. Monthly fee statement

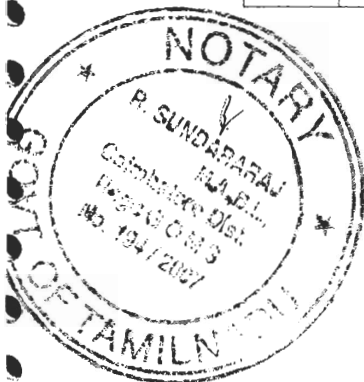
Monthly fee statement shall be sum total of the higher of (a) or (b) and (c) and shall be furnished as per the format provided below:

Additionally, the yearly amount payable under the head closure of dumpsites shall be paid in twelve equal installments along with the monthly fees.

**Monthly fee statement for the month of -----, 20XX**

|   |          |
|---|----------|
| Net Applicable fee for the year 20XX, in Rs/T   | 100      |
| Daily waste quantity                            | 400 TPD  |
| Minimum Daily waste quantity                    | 360 TPD  |
| Closure of dumpsite fees for year 20XX, in Rs/Y | 1,20,000 |

| S. No. | Date     | Actual waste quantity received at all receipt points | Admissible waste quantity for additional fees | Additional fees in Rs |                 |
|--------|----------|--|---|-----------------------|-----------------|
|        |          |  |   | Excess waste          | Deficient waste |
| 1      | 1-Apr-09 | 380  | 0   | 0                     | 0               |
| 2      | 2-Apr-09 | 400  | 0   | 0                     | 0               |
| 3      | 3-Apr-09 | 420  | 0   | 0                     | 0               |
| 4      | 4-Apr-09 | 360  | 0   | 0                     | 0               |
| 5      | 5-Apr-09 | 350  | 10  | 0                     | 250             |
| 6      | 6-Apr-09 | 550  | 50  | 1250                  | 0               |



*[Signature]*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

**TRUE COPY**

*[Signature]* For BEIL - UPL (Consortium)  
**R. SUNDARARAJ** M.A., B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

|       |           |      |    |      |     |
|-------|-----------|------|----|------|-----|
| 7     | 7-Apr-09  | 420  | 0  | 0    | 0   |
| 8     | 8-Apr-09  | 340  | 20 | 0    | 500 |
| 9     | 9-Apr-09  | 360  | 0  | 0    | 0   |
| 10    | 10-Apr-09 | 525  | 25 | 625  | 0   |
| 11    | 11-Apr-09 | 420  | 0  | 0    | 0   |
| 12    | 12-Apr-09 | 350  | 10 | 0    | 250 |
| 13    | 13-Apr-09 | 360  | 0  | 0    | 0   |
| 14    | 14-Apr-09 | 540  | 40 | 1000 | 0   |
| 15    | 15-Apr-09 | 420  | 0  | 0    | 0   |
| 16    | 16-Apr-09 | 370  | 0  | 0    | 0   |
| 17    | 17-Apr-09 | 350  | 10 | 0    | 250 |
| 18    | 18-Apr-09 | 575  | 75 | 1875 | 0   |
| 19    | 19-Apr-09 | 480  | 0  | 0    | 0   |
| 20    | 20-Apr-09 | 340  | 20 | 0    | 500 |
| 21    | 21-Apr-09 | 360  | 0  | 0    | 0   |
| 22    | 22-Apr-09 | 525  | 25 | 625  | 0   |
| 23    | 23-Apr-09 | 420  | 0  | 0    | 0   |
| 24    | 24-Apr-09 | 350  | 10 | 0    | 250 |
| 25    | 25-Apr-09 | 360  | 0  | 0    | 0   |
| 26    | 26-Apr-09 | 540  | 40 | 1000 | 0   |
| 27    | 27-Apr-09 | 450  | 0  | 0    | 0   |
| 28    | 28-Apr-09 | 340  | 20 | 0    | 500 |
| 29    | 29-Apr-09 | 360  | 0  | 0    | 0   |
| 30    | 30-Apr-09 | 525  | 25 | 625  | 0   |
| 12540 |           | 7000 |    | 2500 |     |

Minimum monthly waste quantity = 10800 T

Actual monthly waste quantity = 12540 T

Monthly fees =  $12,540 \times 100 = \text{Rs. } 12,54,000$

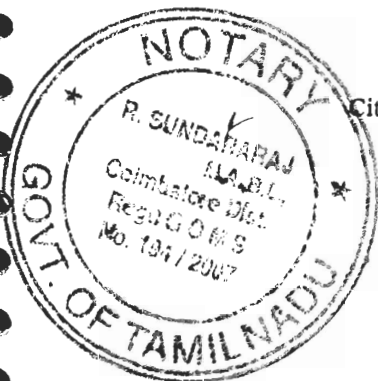
Additional monthly fees = Rs. 9,500.

Total Monthly fees = Rs. 12,63,500

Fees towards closure of dump sites = Rs. 1,20,000 / 12

= Rs. 10,000/-

Total fees payable = Rs. 12,73,500



*P. Sundararaj*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
*R. Sundararaj*  
R. SUNDARARAJ MA, B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE - 641 041.

Schedule - 4

(On Rs.200.00 Stamp Paper)

FORMAT OF LAND LEASE AGREEMENT

This LAND LEASE AGREEMENT made on the \_\_\_\_\_ day of December in the year  
Two Thousand and Seven at Coimbatore

BETWEEN

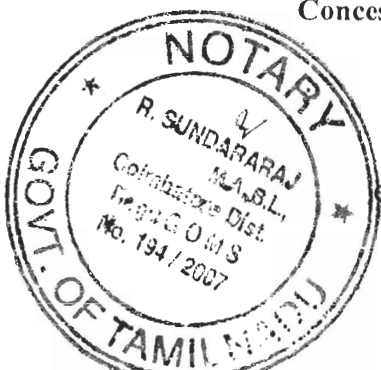
**COIMBATORE CITY MUNICIPAL CORPORATION**, a Municipal Corporation established under the Coimbatore City Municipal Corporation Act, 1981 and having its office at Big Bazaar Street, Town Hall, Coimbatore-641 001, Tamil Nadu (India) acting through its Commissioner (hereinafter referred to as "the **Lessor**" which expression shall wherein the context or subject to implies include its successors) of the ONE PART

AND

**M/s BEIL-UPL (Consortium)**, a Consortium formed between M/s Bharuch Enviro Infrastructure Limited (BEIL), a company incorporated under the Companies Act, 1956 having its registered office at Plot No.9706-16, GIDC, Industrial Estate, P.O.Box No.82, Ankleshwar-393 002, Distt Bharuch, Gujarat and M/s United Phosphorus Limited, (UPL), a company incorporated under the Companies Act, 1956 having its registered office at GIDC Estate, Vapi, Gujarat by an agreement dated:08.10.2007 and the Consortium having their Administrative office at "UNIPHOS HOUSE", Madhu Park, 11<sup>th</sup> Road, Khar (West), Mumbai-400052, India (hereinafter referred to as "**Lessee**", which expression shall unless repugnant to the context or meaning thereof, mean and include its associate/group companies, successors and assigns) of the OTHER PART

WHEREAS

- A. The Coimbatore City Municipal Corporation is desirous of improving its Municipal Solid waste management and disposal capabilities in order to enable the due discharge of its functions under the MSW Rules,2000 and for that purpose has approved the establishment of an Integrated Municipal Solid Waste Management Project by the Lessee at Coimbatore ("Project") and has entered into a Concession Agreement dated : 19.11.2007 with M/s BEIL-UPL (Consortium), the Concessionaire ("Concession Agreement"), on the same date as this lease Agreement, under which it has authorized the Lessee to implement the Project.
- B. The Coimbatore City Municipal Corporation in order to enable the due implementation of the Project and to discharge its obligations under the **Concession Agreement** is hereby providing the Lessee (the Concessionaire



*[Signature]*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

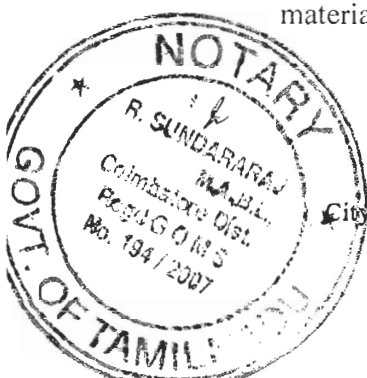
*[Signature]*  
**R. SUNDARARAJ M.A., B.L.**  
For BEIL (UPL Consortium)  
ADVOCATE & NOTARY  
2/44, RAMAGANGAI PULAI STREET  
VADAVALLI  
COIMBATORE  
Authorised Signatory

TRUE COPY

under the Concession Agreement), by way of this lease agreement ("this Agreement"), the Demised Premises (more particularly delineated in Schedule A hereto and shown in the site map attached thereto) for the purposes of implementing the Project and constructing, operating and maintaining the integrated waste processing plant on the Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

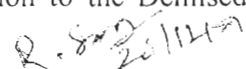
NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. This Agreement shall be co-terminus with the Concession Agreement and is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The terms that are used but not defined in this Agreement shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the lease payment stipulated in Clause 4 below; the Lessor hereby demises to the Lessee, all the land (together with any physical structures existing thereon) which is described, delineated and shown in the Schedule A hereto (the "Demised Premises"), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as the Concession Agreement does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof. The term of this Agreement shall be co-terminus with the Concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of the Plant and each of the Project Facilities on the Demised Premises in accordance with the terms of the Concession Agreement.
4. In consideration of the transfer of the Demised Premises under this Agreement, the Lessor shall, effective from COD, receive a rent of Rupee one per square meter per annum payable on or before the 10th day of the first calendar month in each year provided however, the lease payment can be paid in advance for such period of time as the Lessee may deem fit. The Lessor undertakes and assures the Lessee that the lease payment for the Demised Premises shall remain fixed for the entire period that this Agreement remains valid and binding.
5. The Demised Premises are being vested with the Lessee, under this Agreement, free from any Encumbrances (other than the existing physical structures thereon which has been inspected by the Lessee and agreed to be taken over in accordance with the terms of the Concession Agreement), whether legal or physical in nature. At any time during the term of this Agreement if the Lessee discovers any Encumbrances upon or under the Demised Premises which materially adversely affect its rights in relation to the Demised Premises/the



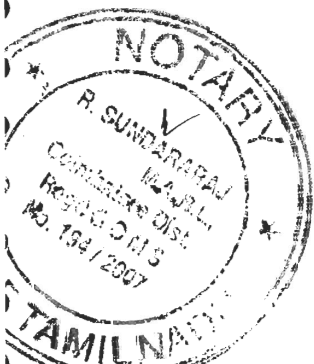
  
Commissioner  
City Municipal Corporation,  
Coimbatore.


TRUE COPY

  
R. SUNDARARAJ MA, BL.,  
For BEL - VRL (Consortium)  
ADVOCATE & NOTARY  
2/44, RAMAGANY PILLAI STREET,  
VADAVALLI,  
COIMBATORE 641 006 Signatory


Project, it shall notify the Lessor, which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such encumbrances at its own cost. In the event that the Lessor fails to remove such encumbrances within twenty one (21) days from the notice thereof, the Lessee may remove or cause to be removed such encumbrance and the costs and expenses or consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor.

6. The Demised Premises are being vested with the Lessee, under this Agreement only for the purposes of the Project including for the purposes of developing, establishing, designing, constructing, operating and maintaining the Project facilities, which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing the Municipal Waste in accordance with the Concession Agreement. The Lessor hereby authorizes and consents to the receipt of consignments of Municipal Waste, the storage and processing of Municipal Waste and Residual Inert Matter as well as to the receipt and storage of any waste (including Excluded Waste and Rejected Waste) that may have been received by the Lessee in any consignment of Municipal Waste.
7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructure, facility or any movable or immovable structures constituting the Plant (including each of the Project Facilities) on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessor hereby agrees and acknowledges that it shall not own or have any rights to any superstructure, facility or any moveable or immovable structures constituting the Plant that are constructed or erected or placed on the Demised Premises and further that the same shall be owned by the Lessee. The Lessor hereby agrees that the construction, operation and maintenance of the Plant at the Demised Premises and the receipt, storage and processing of Municipal Waste at the Demised Premises is being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling the Lessor to discharge its functions of managing, processing and disposing Municipal Waste.
8. The Lessee shall have the right to, without requiring any prior permission of the Lessor, vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the Demised Premises by appointing a person, the substitute entity, to replace the Lessee and undertake the construction, operation and maintenance of the Plant upon the occurrence of an event of default by the Lessee, as the case may be, under any of the Financing Agreements. The Lessor shall novate this Agreement in favour of the substitute entity, which shall constitute an agreement between the substitute entity and the Lessor on the terms and conditions of this Agreement as existing at the time of such novation.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

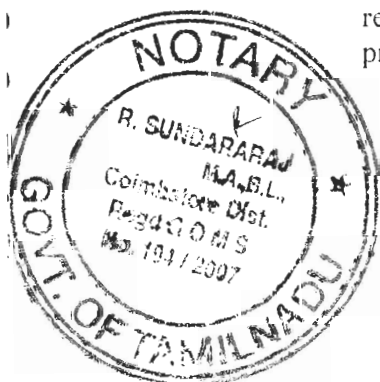
TRUE COPY

  
For BEL - UPL (Consortium)  
**R. SUNDARARAJ**  
ADVOCATE & NOTARY  
2/44, RAMASWAMY FILLAI STREET,  
VADAYALLI,  
COIMBATORE-541 041.

9. The Lessor hereby authorizes the Lessee to create any Encumbrance over the Plant constructed on the Demised Premises (excepting the land) and this Agreement in favor of the Lenders for enabling financing of the construction, operation and maintenance of the Project. The Lessor agrees that it shall enter into such agreement as may be required by the Lenders to enable financing of the Project and creation of the Encumbrance required by the Lenders. Without prejudice to the terms of this Agreement, the Lessor shall be governed by the terms of any agreement that the Lenders may have entered into with the Lessor in respect of the Encumbrance over the Project Facilities (other than the land constituting the Site which shall not be mortgaged), any assets of the Project and this Agreement, created in favour of the Lenders.

10. The Lessor hereby covenants and assures the Lessee that:

- a) all the land comprising the Site is of Non-agricultural status and is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Plant and the Project Facilities, and that it shall obtain any additional Applicable Approvals that may be required for the development, construction, operation and maintenance of the Project Facilities;
- b) the Site is free from any encroachment or encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;
- c) Lessor is the owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;
- d) it shall not demand or in any manner claim or seek to recover the rent prior to the COD or increase the rent due and payable by the Lessee under the provisions of this Agreement;
- e) it shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favour of the Lenders in accordance with the provisions of the Concession Agreement;
- f) it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the Plant; (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use, by the Lessee of the Demised Premises and the Plant;
- g) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the Financing Agreements;
- h) there are no litigation, claim, demand or any proceedings (whether administrative, legal or quasi judicial) pending before any authority in respect of the Demised Premises or its use for the purposes of managing, processing and disposing MSW; and

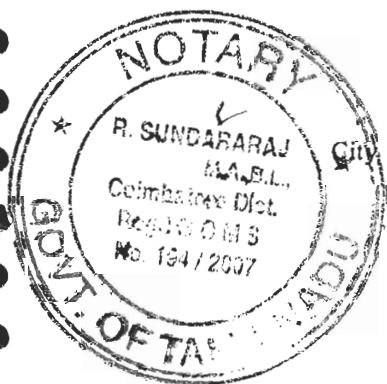



*[Signature]*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

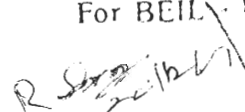
For BEL UPL (Consortium)  
*[Signature]*  
R. SUNDARARAJ M.A., B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADIVAI

- i) the Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.
11. The Lessee hereby covenants with the Lessor as follows:
  - a) That it shall implement the Project in accordance with the Concession Agreement; and
  - b) that it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.
12. Lessor has lawful title, possession and control of all the lands constituting the Site and has the requisite right and authority to lease the same to Lessee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.
- 13(a) Subject to Sub-Clause (b) and (c) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- (b) It is hereby specifically agreed that the Lessee shall, in the event of forming a limited company either as subsidiary company or jointly along with any other company or otherwise, be at liberty to assign and transfer the Plant, the Demised Premises and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed limited company or in favour of such subsidiary company of the Lessee or any of its holding company for the time being. The Lessee, shall, however, in such event obtain formal consent from the Lessor, which consent shall not be withheld by Lessor. Any assignment by the Lessee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Lessee.
- (c) The Lessor hereby agrees that the Lessee shall not require any prior approval of the Lessor for creating any Encumbrance, right, title, or interest over the Demised Premises (excepting land) and the Project Facilities and the other assets of the Project (under its possession as per clause 10.1 of the concession agreement), in favour of the Lenders.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

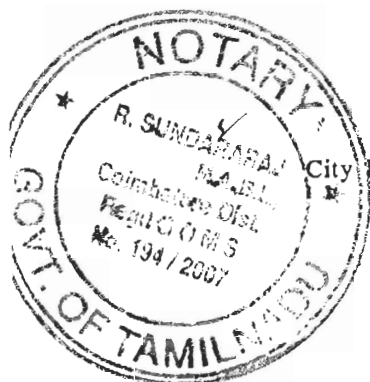
For BEIL NPL (Consortium)  
  
Authorized Signatory  
R. SUNDARARAJ, M.A., B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.


- (d) The Lessor confirms that the Financing Documents may include suitable rights in favour of the lenders for taking over the Project Facilities (under its possession as per clause 10.1 of the concession agreement) , in enforcement of their security upon the happening of an event of default there under/the Concession Agreement on the part of the Lessee.
14. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Agreement except upon the expiry or early termination of the Concession Agreement. The Parties hereby agree that on the expiry or termination of the Concession Agreement, the Demised Premises shall be handed back to the Lessor in accordance with the provisions of the Concession Agreement and that this Agreement shall terminate only on the handing over of the Plant and the Site to the Lessor in accordance with the terms of the Concession Agreement
15. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with Clause 11 of the Concession Agreement as per provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be Indian law.
16. The Lessor hereby recognizes that this is a commercial act being undertaken by the Lessor and that it hereby unconditionally and irrevocably waives any right of immunity, sovereign or otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEREIN AND SEALED TO THIS LEASE AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:


SIGNED, SEALED AND DELIVERED  
IN THE NAME AND ON BEHALF OF  
THE LESSOR THROUGH:

SIGNED, SEALED AND DELIVERED  
BY LESSEE THROUGH ITS  
AUTHORISED SIGNATORY IN  
PRESENCE OF:



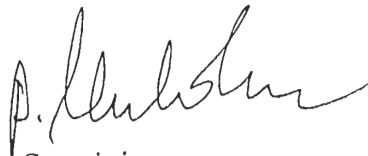
  
Commissioner  
City Municipal Corporation,  
Coimbatore.

**TRUE COPY**

For BELA UPD (Consortium)  
  
R. SUNDARARAJ MA, B.L.  
Authorised Signatory  
ADVOCATE & NOTARY.  
2/44, RAMAGANY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

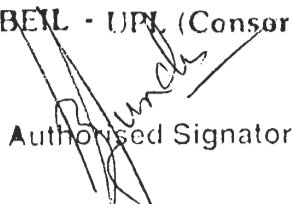


**SCHEDULE A**  
**DEMISED PREMISES**  
**(With Site Map)**



Commissioner  
City Municipal Corporation,  
Coimbatore.

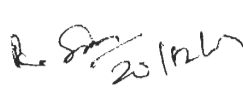
For BEIL - UPL (Consortium)



Authorized Signatory



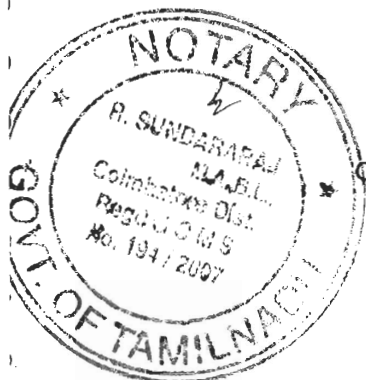
**TRUE COPY**

  
**R. SUNDARARAJ MA., BL.,**  
ADVOCATE & NOTARY.  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

APPLICABLE APPROVALS

List of Approvals / Clearances

| SL. No | Approval / Clearance  | Application to be filed by | Responsibility to obtain clearance |
|--------|---|----------------------------|------------------------------------|
| 1.     | Prior environmental clearance from Ministry of environment & forests  | CMC                        | Concessionaire                     |
| 2.     | Site Authorization under MSW Rules, 2000 from Tamilnadu Pollution Control Board (TNPCB)   | CMC                        | CMC                                |
| 3.     | Chimney Height Clearance from Airport Authority of India, if required.  | CMC                        | Concessionaire                     |
| 4.     | Consent to Establish under Air and Water Act from TNPCB   | CMC                        | Concessionaire                     |
| 5.     | State urban development department / authority  | CMC                        | CMC                                |
| 6.     | Clearance from groundwater board  | CMC                        | Concessionaire                     |
| 7.     | Obtaining a tariff for power generated by submitting a petition/request to the Tamilnadu Electricity Regulatory Commission (TNERC), if required | Concessionaire             | Concessionaire                     |
| 8.     | Principal approval for power evacuation from distribution company, if required  | Concessionaire             | Concessionaire                     |
| 9.     | Signing up of Power Purchase Agreement with power procurers, if required.   | Concessionaire             | Concessionaire                     |
| 10.    | Tie-up for marketing of products produced from the facility, which may be Refuse Derived fuel, compost/manure, etc.                             | Concessionaire             | Concessionaire                     |
| 11.    | Consent to Operate under Air and Water Act from TNPCB   | Concessionaire             | Concessionaire                     |



*[Signature]*

Commissioner  
City Municipal Corporation,  
Coimbatore.

For BIL - UPL (Consortium)

*[Signature]*  
R. SUNDARARAJ, Authorized Signatory

ADVOCATE & NOTARY.

2/44, RAMASAMY PILLAI STREET,

VADAVALLI.

COIMBATORE-641 041.

TRUE COPY

## SCOPE OF PROJECT ENGINEER (PE)

### 1.0 Role of the Project Engineer

The Project Engineer ("PE") is expected to play a positive, proactive & unbiased role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Project Engineer or his authorized representative is to:

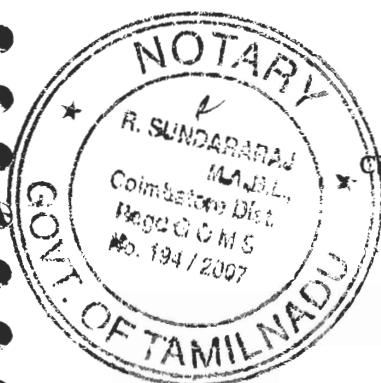
- (a) review, monitor and where required by the Agreement, to supervise & approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and O&M Requirements;
- (b) report to CMC on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- (c) assist in arriving at an amicable settlement of disputes, should the need arise at primary level without recourse to the intervention of CEO of the Concessionaire and the Commissioner of CMC
- (d) review matters related to safety and Environment Management Measures adopted by the Concessionaire for the Project.
- (e) The Engineer may take the services of a third party Engineer/firm for providing the services as envisaged hereunder and the mechanism therefore, may be mutually agreed upon by Parties.


### 2.0 Scope of Services

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

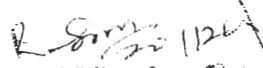
### 2.1 Implementation Period

- (a) Ensure that all implementation work fully complies with all Applicable Laws and, in particular, MSW Rules governing the requirements of Municipal Solid Waste disposal.
- (b) Review all the drawings submitted by the Concessionaire and ensure conformity of the same with the Construction Requirements.
- (c) Review of the following submitted by the Concessionaire:
  - (i) Quality Assurance Plan;
  - (ii) Implementation Plan;
  - (iii) O&M Plan – Implementation Period.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

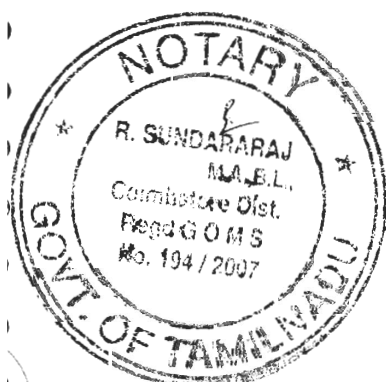
**TRUE COPY**

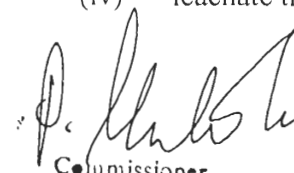
For BEIL - UPE (Consortium)  
  
R. SUNDARARAJ, B.L.  
Authorized Signatory  
ADVOCATE & NOTARY  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 047.

## 2.2 Implementation Period - Construction Inspection and General Services

2.2.1 The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation of the Construction of Transfer stations and transportation of waste, Waste Processing Facility and the Landfill Facility and ensure compliance with the Construction Requirements. For this purpose the Project Engineer shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:


- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the CMC's behalf as the CMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Review and approve test results and materials and/or equipment used in the Construction Works;
- (d) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The PE shall inform and advise the CMC, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- (e) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the PE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (f) Review drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- (g) Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Waste Processing Facility, including the following:
  - (i) weigh bridge at the Project Facility entry gate;
  - (ii) windrow platforms;
  - (iii) drainage system;
  - (iv) leachate collection and treatment system;
  - (v) water supply system;
  - (vi) sieving mechanism for the Residual Inert Matter;
  - (vii) quality control laboratory and associated equipments;
  - (viii) electrical systems.
- (h) Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Landfill Facility, including the following:
  - (i) weigh bridge at the Landfill Facility gate;
  - (ii) drainage system;
  - (iii) leachate collection system;
  - (iv) leachate treatment plant



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEN (UPL Consortium)

  
R. SUNDARARAJ, Authorized Signatory  
ADVOCATE & NOTARY,  
2/44 RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE - 641 011


- (v) composite liner system of the Engineered Sanitary Landfill;
  - (vi) Stability of the Engineered Landfill upto Final Cover
  - (vii) testing laboratory and associated equipments
- (i) Address issues relating to specific site conditions, modifications/amendments, or Concessionaire disputes.
- 2.2.2 The PE or his authorized representative shall attend regular meetings with the CMC to be held at least once fortnightly during the Implementation Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work. The PE shall take notes at the meetings and provide a copy of the minutes to each person who attended the meeting.
- 2.2.3 The PE or his authorized representative shall prepare and submit to CMC, Fortnightly Progress Reports including the following:
  - (a) Progress of works;
  - (b) Slippages, if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
  - (c) Construction schedule for the succeeding week;
    - (i) Report on Tests
    - (ii) Report on notices issued
  - (d) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
  - (e) Photographic record of progress of works over the previous week , if desired
- 2.2.4 The PE shall provide all other services as normally provided by a Project Coordinator on behalf of CMC.

### 2.3 Active Operations Period

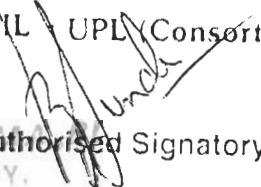
- 2.3.1 During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the CMC's behalf as the CMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The PE shall inform and advise the CMC, in a timely manner all matters relating to the execution, progress, and completeness of works;
- (d) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or



  
Commissioner  
City Municipal Corporation,  
Coimbatore.


  
**TRUE COPY**

For BEIL UPL (Consortium)  
  
Authorized Signatory  
**R. SUNDARARAJ**  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.


- advisable to ensure correction of defective work, the PE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (e) Review submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
  - (f) Provide the services representative during the period commencing from 7 seven days from the date of nomination of the PE until the expiry of the PE's nomination.
  - (g) In addition to conduct a general inspection of the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Construction Requirements and O&M Requirements;
  - (h) Provide the services of experts to check the quality of materials and the workmanship during the construction of the Landfill Facility, including that of the following:
    - (i) leachate collection system;
    - (ii) intermediate liner system of the Engineered Sanitary Landfill;
    - (iii) daily cell cover;
    - (iv) gas venting and flaring system;
    - (v) slope stability of the Engineered Sanitary Landfill;
    - (vi) final cover system.
  - (i) Inspect and certify the quality of Municipal Solid Waste supplied by CMC, when required
  - (j) Inspect and certify composition of the Residual Inert Matter
  - (k) Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
  - (l) Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalising the same.
  - (m) Periodically review the O&M Manual for adequacy;
  - (n) Monitor Operation and Maintenance activities (including maintenance of Project Facilities and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
  - (o) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
  - (p) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.

2.3.2 The PE shall attend regular meetings ("Project Review Meetings" or "PRMs") with the Concessionaire, to be held at least once in every month during the Active Operations Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work. The PE shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

 For BEN / UPL Consortium)  
R. SUNDARARAJ  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

Authorised Signatory

2.3.3 The PE shall prepare and submit to CMC, Monthly Project Reports including the following:

- (a) Report on Tests
- (b) Report on notices issued
- (c) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- (d) Photographic record of progress of works over the previous week.

## 2.4 Handover of Waste Processing Facilities to CMC

2.4.1 At the time of handing back the Waste Processing Facilities to CMC at the end of Active Operations Period, the PE shall:

- (a) monitor and certify compliance with the hand back Requirements,
- (b) issue a Certificate of Compliance with hand back Requirements to the Concessionaire,
- (c) assist in preparation of the Post Closure Maintenance Plan

## 2.5 Post Closure Period

2.5.1 During the Post Closure Period, the PE shall monitor and certify compliance with the Post Closure Maintenance Plan.


2.5.2 Arrange meetings between CMC and the Concessionaire, to be held at intervals as mutually decided upon by the Parties, to discuss problems or other pertinent matters relating to the Project. The PE shall take notes at the meetings and provide a copy of the minutes of such meetings to each person who attended the meeting.

## 2.6 Meetings, Records and Reporting

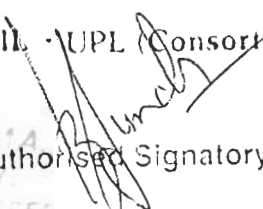
2.6.1 The Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- (a) Manpower deployed and other organizational arrangements of the Project Engineer;
- (b) Reviews of documents submitted to it by the Concessionaire to meet Construction Requirements and O&M Requirements, such as manuals, Drawings, As Built drawings, schedules, plans and reports;
- (c) Inspections undertaken and notices/ instructions issued to the Concessionaire;
- (d) Review of compliance with Construction Requirements and O&M Requirements;
- (e) Tests;



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

  
For BEIL - UPL (Consortium)  
Authorised Signatory  
R. SUNDARARAJ  
ADVOCATE & NOTARY  
244 RAJAGANATH PILLAI STREET  
COIMBATORE

- (f) Concession Payments / Tipping Fees certified;
- (g) Change in Law;
- (h) Force Majeure Events;
- (i) Breaches and defaults by the Parties; and
- (j) Hand back Requirements

2.6.2 The Project Engineer would be required to submit the following reports to CMC during the Concession Period:

(a) Implementation Period

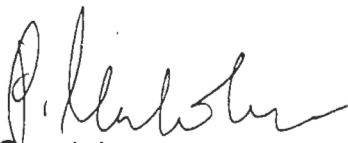
- (i) Fortnightly Progress Report (in accordance with Article 2.2.3 above)
- (ii) Readiness Certificate (including Provisional Readiness Certificate)
- (iii) Any supplemental or special report that may be considered necessary by the Project Engineer (including Force Majeure, and breach of obligations).

(b) Active Operations Period

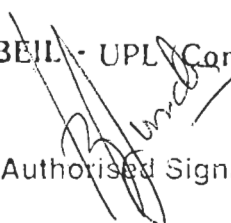
- (i) Monthly Project Report (in accordance with Article 2.3.3 above)
- (ii) Any supplemental or special report that may be considered necessary by the Project Engineer (including Force Majeure, and breach of obligations)
- (iii) Annual Review of O&M Manual

(c) Report on Handover Requirements.

Any other report as may be reasonably required by CMC or as may be necessary to give effect to the provisions of the Agreement.

  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - UPL Consortium)

  
Authorised Signatory



TRUE COPY

  
R. SUNDARARAJ MA, B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.



Format of Performance Bank Guarantee

SAMPLE FORM OF  
PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)


To

The Municipal Commissioner  
Coimbatore Municipal Corporation  
Coimbatore  
Tamil Nadu

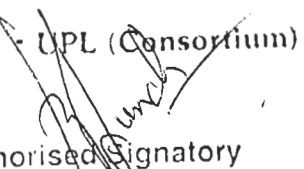
WHEREAS \_\_\_\_\_ [Name and Address of Contractor]  
(hereinafter called the Contractor) has undertaken in pursuance of Contract No.  
\_\_\_\_\_ dated \_\_\_\_\_ to execute the work of Development, Design &  
Engineering, Finance, Construction and Operation & Maintenance of an Integrated  
Municipal Solid Waste Project for Coimbatore (hereinafter called the Contract);  
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor  
shall furnish you with a Bank Guarantee by a nationalized bank for the sum specified  
therein as security for compliance with his obligation in accordance with the Contract  
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW  
THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on  
behalf of the Contractor, up to a total of Rs. [amount of Guarantee]  
\_\_\_\_\_ [in words], such sum being payable in Indian Rupees in which the  
contract price is payable, and we undertake to pay you, upon your first written demand  
and without cavil or argument any sum or sums within the limits of  
\_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to  
prove or to show grounds or reasons for your demand for the sum specified therein.  
We hereby waive the necessity of your demanding the said debt from the Contractor  
before presenting us with the demand.  
We further agree that no change or addition to or other modification of the terms of the  
Contract or of the Works to be performed there under or of any of the Contract  
documents which may be made between you and the Contractor shall in any way release  
us from any liability under this guarantee, and we hereby waive notice of any such  
change, addition or modification.  
The guarantee shall be valid until 90 days of the contract completion/termination date or  
specified otherwise in Letter of Intent (LoI).

SIGNATURE AND SEAL OF THE GUARANTOR: \_\_\_\_\_  
NAME OF BANK: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE: \_\_\_\_\_



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEIL - UPL (Consortium)  
  
Authorised Signatory  
R. SUNDARARAJ MA, B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VIDAVALLI,  
COIMBATORE - 641 011

Municipal Administration & Water Supply Department

Letter of Intent

From  
Thiru.P.Muthuveeran, M.Sc.,  
Commissioner,  
Coimbatore City Municipal  
Corporation,  
Coimbatore – 641 001.



To  
M/s UPL-BEIL,  
Uniphos House,  
CD Marg, 11th Road,  
Khar West  
Mumbai – 400 005.  
E-mail:  
swm@aeepi.com, mlk@aeepi.com,  
parikhkh.com

Roc.No.13087/2006/ Dated: 31.10.2007

Sirs,

Sub: JNNURM Scheme - Coimbatore City Municipal Corporation (CMC)- Proposal for Integrated Municipal Solid Waste Management Project (IMSWMP) under Public Private Partnership basis – Request for Proposals called for – Submission of - Acceptance of your bid – intimated -regarding

Ref: 1. Proposals submitted by you (Due date: 16.08.2007) in response to the corporation's call for Request for Qualification.  
2. Proposals submitted by you (Due date: 10.10.2007) in response to the corporation's call for Request for Proposals.  
3. Opening of the Financial Proposals on 17.10.2007.  
4. Coimbatore Corporation Council's Resolution No:189 dated: 30.10.2007 approving of your proposals.

1.0 This is to inform you that the Bid proposals submitted by you for the work of Development, Design & Engineering, Finance, Construction and Operation & Maintenance of Integrated Municipal Solid Waste Management Project (IMSWMP) for Coimbatore City Municipal Corporation on Public-Private-Partnership basis is hereby accepted for a concession period of 20 years as per the financial bid submitted by you (enclosed as Annexure - A) subject to fulfilling all the conditions specified in the Bid specifications , inter alia the following :

2.0 Within 15 days from the date of issue of this Letter of Intent (LoI), you are required to:

2.1 Accept the LoI and return the same after signing the LoI to the Coimbatore City Municipal Corporation along with the Performance Bank Guarantee as specified in the bid document. (Sample format enclosed at Annexure –B for reference)



Commissioner  
City Municipal Corporation,  
Coimbatore.

RUE COPY

R. Sundararaj  
ADVOCATE  
RAMADIA  
VADAVILLI  
COIMBATORE-641 001

UPL BEIL Consortium  
Authorised Signatory

- 2.2 Within 30 days from the date of issue of LOI,
- 2.2.1 You are hereby informed to execute the Concession Agreement and Land Lease Agreement with the Coimbatore City Municipal Corporation.
- 2.2.2 You are also informed to acquire the entire equity of "Coimbatore Integrated Waste Management Company Private Limited" (CIWMCL), a Special Purpose Vehicle being incorporated for managing the MSW at Coimbatore.
- 2.2.3 You are required to submit a detailed work plan, Structural Plan, Bar Chart, Schedule in consultation with the EE(JNNURM), Coimbatore City Municipal Corporation.

*P. Hildner*  
31/12/07

Commissioner  
Coimbatore Corporation

88  
31/12/07

Enclosures: As mentioned above

*Hildner*



*P. Hildner*  
Commissioner

City Municipal Corporation,  
Coimbatore.

For BEN. - UIN (Consortium)

*Hildner*  
Authorised Signatory



TRUE COPY

*R. Sundararaj*  
20/12/07  
R. SUNDARARAJ MA., B.L.,  
ADVOCATE & NOTARY,  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

# BHARUCH ENVIRO INFRASTRUCTURE LIMITED

17 OCT 2011  
ANNEX 6-A  
Establishment of an Integrated municipal solid waste management facility at Coimbatore in the state of Tamil Nadu on PPP basis  
Price bid format  
S. R. Raju  
M. 96 66 66 66  
S. R. Raju  
M. 96 66 66 66

| S. no | Year            | Projecte<br>d waste<br>Quantity<br>T/Year | Transportatio<br>n of MSW<br>Rs/T | Processing of<br>MSW Rs/T | Sanitary landfilling of<br>MSW Rs/T | Closure of<br>existing<br>dumpsites<br>Rs./Year | Yearly<br>Royalty/Fees,<br>Rs/year | discounting<br>factor | Discounted<br>price for any<br>year |         |             |             |               |
|-------|-----------------|---|-----------------------------------|---------------------------|-------------------------------------|---|------------------------------------|-----------------------|-------------------------------------|---------|-------------|-------------|---------------|
|       | 1               | 2   | 3                                 | 4                         | 5                                   | 6   | 7                                  | 8                     | 9                                   | 10      | 11          | 12          |               |
|       | 1               | 2008                                      | 146000                            | 0                         | 440.00                              | 185.00  | Inert (25%)<br>36500               | 171.50                | 0                                   | 4500000 | 95257250    | 1           | 96,257,250    |
|       | 2               | 2009                                      | 153300                            | 0                         | 484.00                              | 194.25  | 38325                              | 180.08                | 0                                   | 4500000 | 107932468.1 | 0.900090009 | 97,148,936    |
|       | 3               | 2010                                      | 160965                            | 0                         | 543.10                              | 203.96  | 40241.25                           | 189.08                | 0                                   | 4500000 | 124152174.2 | 0.810162024 | 100,583,377   |
|       | 4               | 2011                                      | 169013                            | 0                         | 603.39                              | 214.16  | 42253.25                           | 198.53                | 0                                   | 4500000 | 142015588.3 | 0.729218744 | 103,560,429   |
|       | 5               | 2012                                      | 177464                            | 0                         | 670.36                              | 224.87  | 44366                              | 208.46                | 0                                   | 4500000 | 162643066.3 | 0.656362506 | 106,752,811   |
|       | 6               | 2013                                      | 186337                            | 0                         | 744.77                              | 236.11  | 46584.25                           | 218.88                | 0                                   | 4500000 | 186472243   | 0.590785334 | 110,165,066   |
|       | 7               | 2014                                      | 195654                            | 0                         | 827.44                              | 247.92  | 48913.5                            | 229.83                | 0                                   | 4200000 | 213713319.1 | 0.531759976 | 113,644,189   |
|       | 8               | 2015                                      | 205437                            | 0                         | 919.29                              | 260.31  | 51359.25                           | 241.32                | 0                                   | 4200000 | 245557978.2 | 0.478631842 | 117,531,867   |
|       | 9               | 2016                                      | 215708                            | 0                         | 1021.33                             | 273.33  | 53927                              | 253.38                | 0                                   | 4200000 | 283392272.8 | 0.430811739 | 121,657,906   |
|       | 10              | 2017                                      | 226494                            | 0                         | 1134.70                             | 287.00  | 56623.5                            | 266.05                | 0                                   | 4200000 | 325018594.8 | 0.387769342 | 126,032,247   |
|       | 11              | 2018                                      | 237819                            | 0                         | 1260.65                             | 301.35  | 59454.75                           | 279.36                | 0                                   | 4200000 | 374363923.3 | 0.34902731  | 130,663,233   |
|       | 12              | 2019                                      | 249710                            | 0                         | 1400.58                             | 316.41  | 62427.5                            | 293.32                | 0                                   | 4100000 | 431408362.9 | 0.314155995 | 135,529,523   |
|       | 13              | 2020                                      | 262195                            | 0                         | 1556.04                             | 332.23  | 65548.75                           | 307.99                | 0                                   | 0       | 493507270.5 | 0.282768672 | 139,548,396   |
|       | 14              | 2021                                      | 275305                            | 0                         | 1728.76                             | 366.29  | 68826.25                           | 323.39                | 0                                   | 0       | 573825273.6 | 0.254517257 | 146,048,435   |
|       | 15              | 2022                                      | 289070                            | 0                         | 1920.66                             | 348.85  | 72267.5                            | 339.56                | 0                                   | 0       | 653373435.6 | 0.22908844  | 150,138,478   |
|       | 16              | 2023                                      | 303524                            | 0                         | 2133.85                             | 384.60  | 75881                              | 356.54                | 0                                   | 0       | 762280410.2 | 0.206200216 | 157,182,385   |
|       | 17              | 2024                                      | 318700                            | 0                         | 2370.71                             | 403.83  | 79675                              | 374.36                | 0                                   | 0       | 881897131.3 | 0.185598754 | 163,679,009   |
|       | 18              | 2025                                      | 334635                            | 0                         | 2633.85                             | 424.02  | 83658.75                           | 393.08                | 0                                   | 0       | 1020684172  | 0.167055584 | 170,510,991   |
|       | 19              | 2026                                      | 351366                            | 0                         | 2926.21                             | 445.22  | 87841.5                            | 412.74                | 0                                   | 0       | 1181754146  | 0.150365062 | 177,694,536   |
|       | 20              | 2027                                      | 368935                            | 0                         | 3251.02                             | 467.49  | 92233.75                           | 433.37                | 0                                   | 0       | 1368740914  | 0.13534209  | 185,248,257   |
|       | Total NPV Value |   |                                   |                           |                                     |   |                                    |                       |                                     |         | 9628989995  | 8.789710897 | 2,648,577,321 |
|       |                 |   |                                   |                           |                                     |   |                                    |                       |                                     |         | NPV         | 301,327,012 |               |

Commissioner  
City Municipal Corporation  
Coimbatore

For BEIL - UPL Consortium

Plot No. 9701-16 GIDC Estate, Post-Box No. 62, Ankleshwar 393 002, Dist. : Bharuch Gujarat  
Phones (02646) 253135, 225228, 222333, Fax : (02646) 222849 E-mail : aap\_beil@narmada.net

TRUE COPY

R. SUNDARARAJ M.A.B.L.  
ADVOCATE & NOTARY  
2/44, RAMASAMY PILLAI STREET,  
VADAYALIL,  
COIMBATORE - 641 001

## ANNEX 6 – B Key Assumption

### Development of an Integrated Municipal Waste Management Facility at Coimbatore in the State of Tamilnadu on PPP Basis

Bidders would be required to submit information on key assumptions (or the Project Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include information on the following:

#### i Project Cost Estimates

- Base Construction Cost as on Proposal Due Date

Basic material cost :

|                    |                          |
|--------------------|--------------------------|
| Stone Aggregate    | : Rs 1100/m <sup>3</sup> |
| Sand               | : Rs 160/m <sup>3</sup>  |
| Bricks             | : Rs 2000/1000Nos        |
| Cement             | : Rs 235.00/Bag          |
| Labour (unskilled) | : Rs 120/day             |
| Labour (Skilled)   | : Rs 200/Day             |

- Contingencies : 5%

- Details of Preliminary Expense

|                     |                 |
|---------------------|-----------------|
| Site establishment  | : Rs 4,00,000/- |
| Site Office         | : Rs 2,00,000/- |
| Travelling Expenses | : Rs 2,00,000/- |
| Man Power exp       | : Rs 1,00,000/- |

- Details of Pre – Operative Expenses

|               |              |
|---------------|--------------|
| Lube Oils     | : 15,000/-   |
| Temp Manpower | : 50,000/-   |
| Function      | : 1,00,000/- |

#### ii Estimated Total Project Cost as on COD

#### iii Capital Structure

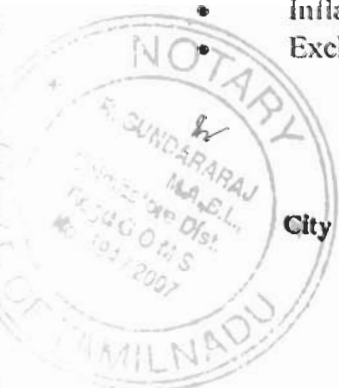
- Debt-Equity Ratio : 2.5 : 1
- Equity capital : 7,00,00,000/- ( Seven Crores)
- Debt funding : 14,00,00,000/- ( Fourteen Crores)
- Quasi-equity, if any : Nill


#### iv Terms of Debt and Quasi- equity

- Interest Rate : 13%
- Maturity : 14%

#### V Economic Assumptions

- Inflation Rate : 5%
- Exchange Rate, if any Rs 41/ 1 US \$



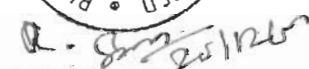
  
Commissioner  
City Municipal Corporation,  
Coimbatore.

TRUE COPY

For BEID - UP (Consortium)

Authorized Signatory



  
R. GUNДАРARAJ MA.BL.  
ADVOCATE & NOTARY.  
2/44, RAMASAMY PILLAI STREET,  
VADAVALLI,  
COIMBATORE-641 041.

vi O&M Cost Estimates

- Routine Maintenance Costs as on Proposal Due Date :3,50,00,000/-
- Periodic Maintenance Costs as on Proposal Due Date :2,65,00,000/-

vii Other Costs and Charges

- Establishment Cost : 30,00,000/-
- Depreciation Rates : 11 % overall
- Revenue Generation from sale of products/by products


ix Taxation Assumptions

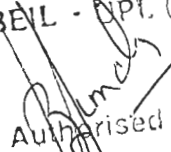
- Tax Rates : VAT – 16 % as per traveling Rules, 2 % Contract turnover tax
- Tax Benefits : Nill

Technical Clarification

1. We have considered design, construct and execute in of landfill Phase –I capacity to receive waste (inert) up to year 2014.
2. The price quoted for the Landfill Operations is with a consideration that only 25%(inert) of the waste received at the waste Transfer station shall be going to the Landfill, Therefore Tipping fees Quoted in the price bid is based on this consideration and not on the bases of full quantity of waste indicated in the column. If it is considered on full quantity on rate/MT will be reduced.
3. The cost of Rs. 21.91 crores the landfill indicated in the “RFP document page 57 Statement of approved Budget” is only for the Landfill requirement of First six year from the date of commissioning of the project as per the listed item.
4. For transfer station costing following assumption has been made;
  - A barbed wire fencing of 5’-0” height have been considered around the Transfer station Building.
  - We have considered installation of a waste compacter in each transfer station so as to reduce the load on the city traffic.
5. The bases of costing for transportation is based on the terms of RFP document which indicates that CMC shall arrange to deliver segregated waste at Transfer Station.



  
Commissioner  
City Municipal Corporation,  
Coimbatore.

For BEIL - NPL (Consortium)  
  
Authorized Signatory



TRUE COPY

R. SUNDARARAJ MA, BL,  
ADVOCATE & NOTARY,  
244 RAJAGANATHAN STREET,  
COIMBATORE.





महाराष्ट्र MAHARASHTRA

General Stamp Office, Mumbai  
L. S. V. No. 222

24 OCT 2007

Proper Officer

Signature R.S. Phusa

५ श्री. कांचन हर्षद बोंगळे ५

AV 735798

वर्ग कोर्टमार्ग, अ. जा. मार्ग,

वर्ग (एक), मुम्बई-५४०

UNITED PHOSPHORUS LTD.

E 1 NOV 2007

पंजीत न्यायोत्तर मुद्रांक पेंपर विकला.

276

परवाना धारक मुद्रांक विक्रेत्या

### LETTER OF UNDERTAKING

This Letter of Undertaking is entered on this 9<sup>th</sup> day of November 2007 at Coimbatore.

This is to confirm that our company M/s. UPL-BEIL (Consortium), having its registered office at Uniphos House, Madhu Park, 11<sup>th</sup> road, Khar (west), Mumbai-400 052 have been awarded with a letter of Intent (LOI) by the Coimbatore City Municipal Corporation, Coimbatore vide ROC No. 13087/2006/MD3 dated 31.10.2007 for entering into a CONCESSION AGREEMENT in respect of an Intergrated Municipal Solid Waste Management Project through Public Private Partnership basis.



*P. S. Phusa*  
Commissioner  
City Municipal Corporation,  
Coimbatore.

for Bharuch Enviro Infrastructure Limited

Director / Authorised Signatory

For BEN - UPL (Consortium)

Authorised Signatory

ADVOCATE & NOTARY,  
R. SUNDARARAJ,  
RAJAGHANY PILLAI STREET,

IF COPY

SAMPLE FORMAT OF LOGBOOK AT SANITARY LANDFILL

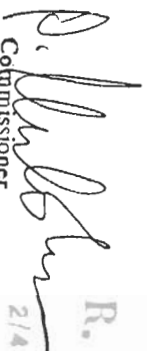
Annexure-4

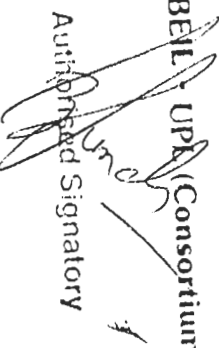
| Date:    |                |             |                                  | Shift :                                 |  |                               |  |  |  |  |
|----------|----------------|-------------|----------------------------------|---|--|-------------------------------|--|--|--|--|
| Time Hrs | Vehicle number | Driver name | Area from where wastes is lifted | Initial Wt (T) (with waste-vehicle in): | Final Wt (T) (without waste – vehicle out) | Weight of waste Received (T): | Waste disposal location:                           | Presence of hazardous / bio-medical waste: | If yes, specify waste unloading place:   | Waste Acceptance                               |
|          |                |             |                                  |   |  |                               | (specify cell no, location, temporary marking etc) | Yes /No                                    | (Earmark a specific place for unloading contaminated wastes – for segregating hazardous / biomedical wastes) | Acceptable / Not Acceptable (Use rubber stamp) |

Signature of Shift In-charge

TRUE COPY



  
**R. SUNDARARAJ MA.BL.** For BEL - UPB (Consortium)  
 ADVOCATE & NOTARY,  
 2/44, RAMASAMY PILLAI STREET,  
 VADAVALLI,  
 COIMBATORE-641 041.  
 City Municipal Corporation,  
 Coimbatore.

  
 Authorized Signatory



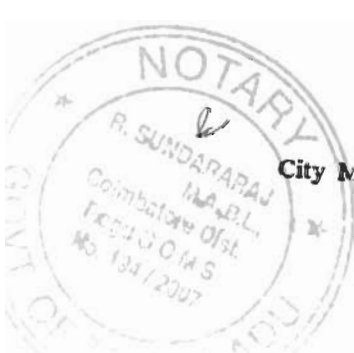
**TESTING PROCEDURE**

The Residual Inert Matter shall not have more than 10% biodegradable content.

Following testes needs to be carried out to prove that Residual Inert Matter meets the desired norms:

|                                 |   |
|---------------------------------|---|
| <b>Reagents &amp; Chemicals</b> | <ol style="list-style-type: none"> <li>1. 35% Perchloric Acid (v/v)</li> <li>2. 2% Iodine Solution</li> <li>3. Dissolve 4 gms of Iodine (AR Grade) and 8 gms of Potassium Iodide in 500 ml distilled water</li> </ol>   |
| <b>Method</b>                   | <ol style="list-style-type: none"> <li>1. Weigh 1 gm of Air-dried sample in a 100 ml beaker. Keep the mixture to react for 20 minutes.</li> <li>2. Filter the slurry through Whattman No. 542 Filter paper in a 250 ml conical flask</li> <li>3. Add 2 ml of Iodine solution to the filtrate and observe the colour change</li> </ol> |
| <b>Results</b>                  |   |
| Golden Yellow Colour            | Indicates total Inerts – Acceptable at landfill site  |
| Reddish Brown Colour            | Indicated some Biodegradable – Sample needs to be physically examined before acceptance   |
| Greenish Blue to Blue Colour    | Not acceptable at landfill site   |

The test as above is an indicative test and any other equivalent test mutually agreed between MCD and TOWMCL may be sued to determine the percentage of biodegradable matter in Residual Inert Matter.



*[Signature]*  
**Commissioner**  
**City Municipal Corporation,**  
**Coimbatore.**

**TRUE COPY**

For BEN (UPL Consortium)  
*[Signature]*  
**Authorised Signatory**  
**R. SUNDARARAJ M.A., LL.B.**  
 ADVOCATE & NOTARY,  
 2/44, RAMAIAH PILLAI STREET,  
 MADHAVALLI.

TRUE COPY