

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix -1

Draft Letter of Intent (Lol)

(This will be issued by TSRTC to the 'Preferred Bidder' upon completion of Bid evaluation process and acceptance of Bid by the Competent Authority).

[Date]

[Ref Number]

To

[Preferred Bidder]

[Address]

Sir,

Kind Attention: [Authorized Representative of Preferred Bidder]

Sub: Letter of Intent (Lol) for **Development of Commercial Facilities at < insert name of bidding project>**, under **Build, Operate & Transfer (B.O.T.) Scheme** - Reg.

- [1] This has reference to the Proposal (the capitalized terms used herein shall have the same meaning as set forth in the Request for Proposal and Draft Authorisation Agreement) submitted by your Firm/ Consortium to Telangana State Road Transport Corporation (TSRTC), dated, _____ in response to the Request for Proposal (RFP) issued by TSRTC for _____.
- [2] TSRTC is pleased to inform that your Firm/ Consortium has been considered as the Preferred Bidder and is pleased to issue this Letter of Intent ("Lol") to your Firm/ Consortium as the Authorisee "Development of Vacant site at Development of Vacant sites at" _____, under B.O.T. Scheme
- [3] You shall incorporate a **Special Purpose Company (SPC)**, for the exclusively for implementing the Project and Authorisation Agreement shall be executed between the SPC (Authorisee), your Firm /Consortium (confirming party), and TSRTC (Grantor) in terms of the RFP and proposal. Any failure on your part in fulfilment of the conditions mentioned under this clause within **60 days** from the date of issue of this Lol, shall render your Proposals liable for rejection and forfeiture of your Bid Security / EMD and also this Lol shall stand withdrawn.

Bidder

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

[4] Also, you are required to fulfil the following requirements within 30 days from the date of issue of this Letter of Intent:

- Making a payment of **Rs._____/-** (Rupees _____ only) in the form of Demand Draft drawn in favour of **"FA, TSRTC, Hyderabad"** on any Nationalised/Scheduled Bank (except Co-operative Banks) payable at Hyderabad towards **"Project Development Fee" and land use conversion charges of Rs_____.**
- Making a payment of **Rs._____/-** (Rupees _____ only) in the form of Demand Draft drawn in favour of **"FA, TSRTC, Hyderabad"** on any Nationalised / Scheduled Bank (except Co-operative Banks) payable at Hyderabad towards **1st instalment of "Upfront Amount"**
- Making a payment of **Rs._____/-** (Rupees _____ only) in the form of Demand Draft drawn in favour of **"FA, TSRTC, Hyderabad"** on any Nationalised / Scheduled Bank (except Co-operative Banks) payable at Hyderabad towards Security Deposit **" 6months Lease rentals" or Bank Guarantee** committed to pay nominal lease rentals Rs1000.0 during holiday period.
- Making a payment of **Rs._____/-** (Rupees _____ only) in the form of Demand Draft drawn in favour of **"FA, TSRTC, Hyderabad"** on any Nationalised/ Scheduled Bank (except Co-operative Banks) payable at Hyderabad towards applicable **"GST"** on initial **"Base Annual Lease rentals"**.
- Making a payment of **Rs._____/-** (Rupees _____ only) in the form of Demand Draft drawn in favour of **"FA, TSRTC, Hyderabad"** on any Nationalised / Scheduled Bank (except Co-operative Banks) payable at Hyderabad towards, **"Advance Annual Lease Rentals"**.
- Furnishing an unconditional and irrevocable Bank Guarantee for **Rs._____/-** (Rupees Twenty _____ only) from any Nationalised/Scheduled Banks (except Co-operative banks) in favour of **"FA, TSRTC, Hyderabad"** with a validity of 4 (Four) Years from the date of Signing of Authorization Agreement, operable at Hyderabad towards **"Performance Security"**.
- Non Judicial Stamp papers of **Rs.100/-** (two numbers) in the name of **Special Purpose Company (SPC)** for executing the Authorization Agreement.

All the above payments shall be net of applicable taxes including GST.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

You may please note that fulfilment of the above requirement within the stipulated time from the date of issue of Letter of Intent is a pre-condition for the signing of Authorization Agreement.

Any failure on your part to submit the Demand Draft / Bank Guarantee as mentioned above and as stipulated in the RFP shall render your proposal liable for rejection, and forfeiture of your Bid Security and any other payments made till such time and also this Lol is liable for cancellation.

- [5] In addition to the above, you shall comply with all the other provisions / requirements of the RFP in their entirety.

We look forward to an early fulfillment of the above-mentioned requirements by you. Kindly acknowledge the receipt of this Lol by signing the duplicate copy.

Yours Sincerely,

[Authorised Signatory – TSRTC]

We hereby acknowledge the receipt of this Letter of Intent (Lol)

Authorised Signatory

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix -2

"Project Facilities"

S. No.	Particulars	Details
1	Built Up Space	Construction of Project Facilities having minimum of <AS specified in DATA SHEET> of built up area plus 40% Parking area as Development obligation.
2	Other Obligation	As detailed in the DATA SHEET.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix - 3

“Development Controls and Specifications”

(As per Section III of RFP Document)

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix -4

Off-site Infrastructure

The Off Site requirements (Road, Power and Water) are being provided by different agencies like Municipal Authorities, Electricity Department etc. The Authorisee is required to apply to the concerning Authorities and obtain the necessary approvals on his own. The Grantor will extend all necessary support to the Authorisee based on written request of the Authorisee.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix - 5

Site Plan enclosed with the DATA sheet

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix- 6

“Scope of Work”

1. Conceptualization, planning, designing and detailing of the Project. To provide fencing/ boundary wall to the Schedule Property as detailed at Appendix – 6.
2. Technical and Financial closure of the Project
3. Obtaining required clearances/approvals for commencing and implementing the Project from Government of Telangana or Government of India and its agencies.
4. Procure, install and commission all machinery and equipment, as Complete construction of the works within the stipulated time frame
5. Implement the Environmental Management Plan (EMP) required during construction and operational phases.
6. Operate & Maintain the Project Facilities to meet performance standards as mentioned in the RFP required.
7. Development of the Project
8. Marketing the Project Facility
9. Award of Project Agreements in respect of development of the site, sub-lease, license and other conveyance of the built up area/units, engineering, procurement, construction and operation and maintenance of the Project Facilities and installation, erection, provision of the Project Facilities
10. Transfer of Project facilities at the end of Authorization Period or early Termination as provided in the Authorization Agreement.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix – 7

On Suitable Non Judicial Stamp Paper

Land Lease Deed

For

Commercial Development of vacant land at < *insert name of bidding project*>

THIS LAND LEASE DEED is made on this ____ day of 2017 at **Hyderabad.**

By and Between

Telangana State Road Transport Corporation, a corporation established by Government of Telangana having its Head Office at Bus Bhavan, Musheerabad, Hyderabad-500624 and being represented herein by **Chief Civil Engineer** (authorized in this behalf) (hereinafter referred to as “**TSRTC**” or the “**Grantor**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**

And

M/s _____, a Company incorporated under the Companies Act 1956, having its registered Office at _____, represented by _____ hereinafter referred to as the “**Authorisee**” or the “**Lessee**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART.**

And

M/s _____, a Company incorporated under the Companies Act 1956, having its registered Office at _____, represented by _____ hereinafter referred to as the “**Preferred Bidder / Confirming Party**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **THIRD PART.**

Each singly a “**Party**” and collectively the “**Parties**”

Bidder

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

WHEREAS:

- A. **The Telangana State Road Transport Corporation** ("TSRTC" or the "Lessor" or "Grantor" herein), is the absolute owner of the land in Survey No. ___ of ___ Village and Sy. No. ___ of ___ Village of ___ Mandal, ___ District in the State of Telangana measuring land parcel of _____ **Sq.Yd.** (or say _____ **Sqm**), more particularly described in **Schedule - I** hereunder and shown delineated by the boundary line on the site plan annexed thereto (hereinafter the "**Project Site**").
- B. The Lessor invited bids for the "**Development of Commercial Facilities at < insert name of bidding project >, under B.O.T. Scheme**" under B.O.T. Scheme" (as described herein below) vide its Request For Proposal (hereinafter the "**RFP**") dated _____. The bid dated _____ offered by the Lessee has been accepted by the Lessor vide its Letter of Acceptance dated _____ on the terms and conditions set forth therein.
- C. **The Telangana State Road Transport Corporation** has vide the Authorisation Agreement dated _____ (hereinafter "**Authorisation Agreement**") granted Authorisation to _____ (the Authorisee or the Lessee herein) for implementing the Project at the Project Site involving the design, financing, construction, marketing, operation, maintenance, management and transfer of the Project Facility and the levy, demand, collection, retention and appropriation of Tariff from Project Facility.
- D. Pursuant to and under the Authorisation Agreement the Lessor is required to vest with the Lessee the land comprising the Project Site and all authorisation/ lease rights relating thereto under a valid and binding Project Site/Land Lease Deed for the purpose of implementing the Project.
- E. Being the owner of the Project Site with a good and marketable title thereto and having lawful possession thereof, the Lessor is desirous of leasing the demising the Project Site unto the Lessee and vesting unencumbered possession thereof with the Lessee, on the terms and conditions hereinafter contained.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

Bidder

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

1. The words and phases used in this Deed but not defined shall, unless the context otherwise requires, have the meaning assigned to them respectively in the Authorisation Agreement.
2. The interpretation Section 1.2 of the Authorisation Agreement shall be deemed to be incorporated in this Deed in extent so mutatis mutandis.
3. The following terms shall, except where the context otherwise requires, have the meaning as hereunder:
 - (a) **Deed or Lease Deed** means this Land Lease Deed, schedules to it, as amended or modified by the Parties in accordance with the provisions hereof,
 - (b) **Authorisation Agreement** shall mean the Authorisation Agreement dated _____ entered into between the Grantor (the Lessor herein) and the Authorisee (the Lessee herein);
 - (c) **Authorisation Period** means the period specified under Section 2.2 of the Authorisation Agreement;
 - (d) **Demised Premises** means all the lands comprising the Project Site, more particularly delineated in **Schedule-I** and marked in the site plan attached hereto;
 - (e) **Lessor** means TSRTC or the Grantor or its successors;
 - (f) **Lessee** means the Lessee or the Authorisee; and
 - (g) **Schedules** mean any of the schedules and supplements hereto.
4. The Lessor hereby awarded the project site to the Lessee under the terms of this Deed from _____ (hereinafter referred to as the "commencement date") vide the Authorization Agreement Dt. _____ for a period of **33 (thirty three) years**, there from the date of commencement of the lease, which period shall be co-terminus with the Authorisation Period and shall be extended or terminated at a prior date to coincide with the Authorisation Period. The Lessor hereby undertakes that it shall not terminate this Deed extend the lease term in accordance with the provisions of this

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

clause, except upon the due and valid termination of the Authorisation Agreement or the breach of any of the terms and conditions of this lease deed by the Lessee.

5. In consideration of the Authorisation Agreement between the Lessor and the Lessee and in consideration of the premium herein reserved and the covenants on the part of the Lessee, the Lessor hereby leases demises unto the Lessee on an "as is where is basis" and effective from the Commencement Date the leased Premises without interruption or interference, free from encumbrances and together with the full and free right and liberty of way and passage, easements, right of way/way leaves and other rights in relation thereto with delivery of Vacant Possession thereof.

6. The Lessor hereby vests the Project Site with the Lessee with effect from the commencement date along with all easements, free from any encumbrances. Provided that the Lessee shall at its cost be required to remove the utilities including any power transmission lines and structures at, over or under the Demised Premises as per the provisions of the Authorisation Agreement and the Lessor shall render the necessary facilitation in this behalf.

7. In consideration for the lease of the Project Site by the Lessor to the Lessee, the Lessee shall,
 - a) Effective from the Commencement Date and during the Authorisation Period, pay **Annual Lease Rental** to the **Grantor** as per the RFP conditions, by way of a demand bank draft drawn in favour of Lessor on a Nationalized/Scheduled (Excluding Cooperative) bank having a branch at _____, Telangana. The lessee has already paid 6months Lease Rentals of the First Year of **Rs. _____/- (Rupees _____ only)** vide the Demand Draft No_____, dated_____ drawn from the Bank_____in favour of TSRTC. The Annual Lease Rental payable during Holiday period and after Holiday period/ Commercial operation(which ever is earlier) shall be payable on yearly basis before **tenth (10) day** of the **first month of every Year** (considered as due date) throughout the Authorization Period. In the event of delay up to 15 days from the due date (10th day of the first Month of every Year) in the payment of the Lease Rental, the Lessee shall pay the Lessor, a penal interest on the due amount at the rate of 18 % (eighteen percent) per annum for the period, from the due date until the date of payment. In the event the payments are delayed beyond a period of 15 days from the scheduled date, it shall be construed as an Authorisee default in payment of Annual Premium /

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Lease Rentals. When such a default occurs, the Grantor /Lessor shall issue a default notice to the Authorisee requesting to remedy the situation within 15 days. If the situation is not remedied, at the end of 15th day a second notice shall be issued allowing further period of 15 days. In the event that the Authorisee fails to remedy the situation, the Grantor/Lessor may at the end of **45th day** (15+15+15 days) appropriate the amount due to security (Advance Lease Rentals) and **issue a termination notice**. The Authorisee/Lessee shall **reinstate the security within 7 days**, failing which the Grantor/Lessor reserves the right to terminate the Authorization Agreement as per Article 16 of this Authorization Agreement.

8. The Lessor hereby vests the Demised Premises with the Lessee under this Deed for the purpose of implementing the Project, including the design, finance, construction, provision and operation and maintenance of the Project Facility in accordance with the terms and conditions of the Authorisation Agreement and the applicable development guidelines.
 - a) The Lessee shall procure at its cost all Applicable Permits including land use conversion from the relevant competent authorities as are required, from time to time, for the development, construction, implementation, completion, commissioning and the operation and maintenance of the Project Facility unconditionally or if subject to conditions then all such conditions shall have been satisfied in full and such Applicable Permits are in full force and effect.
 - b) The Lessee shall comply with all the specifications and controls set forth in the RFP, its bid, this Deed, Authorisation Agreements, any addendums, clarifications issued, the applicable law, the Applicable Permits and good industry practice and shall construct and complete the Facilities and the parking lot/spaces and landscape areas within the stipulated time.
9. The Lessor recognises the right of the Lessee to transfer or otherwise deal with the Demised Premises by grant of sub-leases of built up spaces only and Authorisations, appointment of Contractors and entering into franchise, management and other suitable arrangements with any Person selected or procured by the Lessee (the "Contractual Arrangements") for implementing the Project at the Demised Premises and carrying on its business of establishing, implementing, managing and operating and

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

maintaining the Project Facility ; provided that the same shall be subject to and be carried out in accordance with the provisions of the Authorisation Agreement.

PROVIDED THAT (i) any sub-leases (of built-up spaces), licenses or franchising or similar arrangement under or pursuant to this Deed shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions contained in this Deed; (ii) the terms and conditions of this Deed shall be complied with in the case of such sub-leases, licenses or franchising or similar arrangement and, as applicable, form a part thereof; (iii) the term of such sub-leases, licenses or franchising or similar arrangements shall be limited to and be co-terminus with the Term of Lease granted herein by the Lessor to the Lessee; (iv) all such sub-leases, licenses or franchising or similar arrangements shall be determined and terminated simultaneously with and automatically on the expiry, determination or termination of this Deed, as the case may be. The Lessee's failure to comply with this sub-clause shall be at its cost, risk and consequence and constitute a Lessee Event of Default that shall entitle the Lessor to terminate this Deed and Authorisation Agreement, as per the **Article 16**

PROVIDED FURTHER THAT the execution of such sub-leases (of built-up spaces), licenses or franchising or similar arrangement shall not relieve the Lessee of its liability or obligations as set out in this Deed. The Lessor shall not be liable in any manner whatsoever to any person in respect of or in connection with execution of agreements or disputes relating to such sub-leases, licenses or franchising or similar arrangement. The Lessee shall indemnify and keep indemnified the Lessor and its employees and consultants from and against all costs, losses, damages, liabilities, proceedings, litigation, penalties etc. in this behalf.

10. Subject to the provisions of the Authorisation Agreement in this behalf, the Lessor hereby consents and confers on the Lessee for the duration of the Authorisation Period the right to transfer, assign or otherwise encumber the Project Facility Premises and/or any or all of its rights (except the land title) and interests in relation thereto or to create a Security Interest thereon in favour of the Lenders for the purpose of raising Financial Assistance provided or agreed to be provided by them under the Financing Documents and that no such transfer, assignment, encumbrance or creation of security interest by the Lessee of or over the Demised Premises in favour of the Lenders shall be construed as being in any way an event of default hereunder or a violation of the terms hereof.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Provided further, (i) the Lessor shall be informed by the Lessee as to the creation of any Security Interest in favour of the Lenders within a period of 14 days from the date such security interest comes into existence. A letter sent by the Lessee under registered post with due proof of postal acknowledgement receipt, shall constitute sufficient compliance of the requirement by the Lessee; (ii) except as provided in this Deed/the Authorisation Agreement, the Lessee shall not create any security interest in favour of any Person without the prior written consent of the Lessor; and (iii) in the event of the termination of the Authorisation Agreement/this Deed by efflux of time or otherwise, such assignment/Security Interest shall stand extinguished.

Failure of the Lessee to provide the required information to the Lessor in terms of this clause shall amount to an event of default on the part of the Lessee and any consequential failure or inability on the part of the Lessor to provide any notice or intimation to such Lender, in terms of the relevant provisions of the Authorisation Agreement, if any required, shall be at the sole risk and responsibility of the Lessee only.

Provided further, nothing contained in this clause 10 shall (i) absolve the Lessee from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Deed; (ii) shall authorise or be deemed to authorise the Lenders to implement and execute the Project themselves; and (iii) under any circumstances amount to any guarantee from or recourse to the Lessor.

11. Upon the occurrence of an Authorisee Event of Default under the Authorisation Agreement, the Parties shall in consultation with the Lenders and in accordance with the provisions of the Authorisation Agreement have the right to replace the Lessee by the Substitute Entity for performing the Lessee's obligations hereunder. Upon appointment of the Substitute Entity, the Substitute Entity shall be deemed to be the Lessee for all the purposes and shall be entitled to all the rights and be bound by all the representations, covenants and obligations of the Lessee under this Deed.
12. In the event of termination of the Authorisation Agreement by efflux of time or otherwise, this Deed shall be terminated and the lease of the Demised Premises and all sub-leases of built up areas, Authorisations and rights in relation thereto shall be determined, the Lessee and Persons claiming through or under it (including without limitation the Contractors, and Contractual Counter Parties to the Contractual Arrangements including the sub-lessees of built up

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

areas, Authorisations, franchisees etc. and the persons claiming through or under them) shall hand over the vacant possession of the Demised Premises to the Lessor or its nominated agency and forthwith vacate the Demised Premises without any demur or delay.

13. The Lessor hereby covenants with the Lessee as under:
- (a) That the lease rental due and payable by the Lessee as per the Section 8.3 of the Authorisation Agreement and as per the **Schedule- 2** annexed herewith
 - (b) That it shall not interfere with or impede in any manner or otherwise limit, restrict or impose conditions in relation to:
 - (i) the complete, free and full enjoyment of the Demised Premises by the Lessee for the purpose of the implementation of the Project and all rights related thereto;
 - (ii) the design, construction, operation and maintenance of the Project Facility ;
 - (iii) the implementation of the Project Facility by the Lessee; and
 - (iv) the possession, control and use by the Lessee of the Demised Premises, the facilities constructed thereon and any other facilities developed in the course of implementation of the Project; provided that the same are in compliance with the terms and conditions of the Authorisation Agreement and this Deed.
 - (c) That it shall not terminate this Deed, except upon the due and valid termination of the Authorisation Agreement in accordance with the provisions thereof or upon any breach of any of the terms and conditions of this lease deed by the lessee; and
 - (d) That there are no litigations, claims, demands or any proceedings pending before any authority in respect of the Demised Premises or in respect of any other land-dispute, and that the Lessee shall have complete, lawful and uninterrupted possession, control and use of the Demised Premises.
14. The Lessee hereby covenants with the Lessor as follows:
- (a) That it shall develop, establish, design, construct and operate and maintain the Project Facility at the Demised Premises as per its obligations under the Authorisation Agreement;
 - (b) That it shall operate and maintain the Project Facility or cause it to be operated and maintained in accordance with the Authorisation Agreement;

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

- (c) That it shall observe and perform all terms, covenants, conditions and stipulations of this Deed;
- (d) That it shall keep the Demised Premises free from encroachments during the Authorisation Period and operate and maintain and carry out repairs in accordance with the provisions of the Authorisation Agreement;
- (e) That in respect of the Demised Premises/built up areas there at /its business activities there at/relating to the Project it shall pay all municipal rates, levies, taxes including property tax, rents, including penalties etc for late payment, at the applicable rates from time to time, to the concerned Government Authorities and be liable for payments of all rates and charges for the use of utilities and services at the Demised Premises; and
- (f) The Authorisee shall not sub-lease the whole or any part of the land comprising the Project Site, leased to it by Lessor under the land Lease Deed, to any person in any form or under any arrangement, device or method. This is an essential condition of this Agreement, the breach of which shall constitute an Authorisee Event of Default under the Authorisation Agreement. Provided that the Authorisee shall be entitled to sub-lease the built up areas constructed by it at or on the Project Facility and to enter into Contractual Arrangements subject to and in accordance with the terms and conditions of the Authorisation Agreement and this lease deed and the same shall be co-terminus with this lease deed.

15. Each Party hereto represents and warrants that:

- (a) It has full power and authority to execute, deliver and perform its obligations under this Deed and to carry out the transactions contemplated hereby;
- (b) It has taken all necessary actions to authorise the execution, delivery and performance of this Deed; and
- (c) This Deed constitutes its legal, valid and binding obligations that shall be enforceable against it in accordance with the terms hereof.

16. The Parties agree that

- (a) The failure of the Lessee to perform its obligations under this Deed and any breach of covenants or undertakings given and provided for in this Deed by the Lessee shall

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

amount to an Authorisee Event of Default under the Authorisation Agreement.

- (b) Any dispute, controversy or claim arising out of or in relation to this Deed or the interpretation of any of its provisions shall be settled in accordance with the provision of Article 17 of the Authorisation Agreement.
- (c) The stamp duty and registration charges for the execution and registration of this Deed shall be borne by the Lessee.
- (d) In case of ambiguities, conflicts or discrepancies between the Authorisation Agreement and this Deed, the Authorisation Agreement shall prevail.
- (g) All notices under the terms of this Deed shall be sent either by hand, facsimile or courier to the following addresses:

Lessor : **Chief Civil Engineer,**
Telangana State Road Transportation
Corporation
3rd Floor (Block – B)
Bus Bhavan, Musheerabad,
Hyderabad – 500 624
Tel Fax : 040-27614172

Lessee : _____

IN WITNESS WHEREOF the Parties have executed and delivered this Deed by their duly authorized representative on the date first above written:

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Signed, sealed and delivered by:
The Authorised Signatory
For and on behalf of

Telangana State Road Transport Corporation (Grantor)

Chief Civil Engineer

Witness:

1.

Signed, sealed and delivered by:
The Authorised Signatory
For and on behalf of the

XXXXXXXXX (Authorisee)

**Name:
Designation
Company seal**

Witness:

1.

Signed, sealed and delivered by:
The Authorised Signatory
For and on behalf of the

XXXXXX (Preferred Bidder/Confirming Party)

**Name:
Company seal**

Witness:

1.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

SCHEDULE – 1

Site Plan enclosed with the DATA sheet

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

SCHEDULE – 2
PAYMENT SCHEDULE (Rupees in Lakhs)

Year	UPFRONT amount	Annual Lease rentals	Advance lease rentals (Security Deposit) (can be B.G)	GRAND TOTAL (2+3)
1	2	3	4	5
1				
2				
3				
4				
5				
6				
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Bidder

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Note:- To be worked out as per the LOI at the time of signing of Agreement.

Appendix - 8

List of Applicable Permits

The lists of permits applicable include (but not limited to):

1. Consent To Establish under Water Act, 1974 and Air Act, 1981
2. Environmental Clearances
3. Clearances required if any from Airport Authority of India
4. Clearances from factories and labour departments.
5. Registration under sales tax Act, 1976
6. Allotment of water by Municipalities/Local Bodies
7. Allotment of power by Electricity Authorities
8. All trade licenses as applicable.
9. Approval/permit from Fire Safety Authorities
10. Land use conversion from statutory Authorities
11. Building Layout and other permissions required from Concerned Municipal Authorities / any other Statutory regulatory bodies
12. Occupancy Certificate/ any other certificate issued by Municipal Authorities permitting commercial operations in the facility
13. Immigration clearance (in case of foreign personnel being engaged)
14. All other relevant statutory approvals/permits for construction, Operation and Management of Project Facilities.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix- 9

TOR for Independent Engineer /Consultant

- 1.0 The Grantor, at his discretion, shall hire the services of a consulting engineering firm/company of engineers having the requisite experience in similar projects through a competitive bidding process to be the independent consultant under this Agreement (the **"Independent Engineer/Consultant"**). Such appointment shall be made no later than three months from the date hereof and shall continue for a period until issuance of Completion Certificate.
- 2.0 In the event the Authorisee has reason to believe that the Independent Engineer/Consultant is not discharging its duties and functions in a fair, efficient or diligent manner, it may make a written representation to the Grantor, supported with necessary documents and specific instances of causes and grievances and seek termination of the appointment of such consultant. Within 7 (seven) working days of the date of such representation, the Grantor shall hold a tripartite meeting with the Authorisee and such consultant for resolving the matter amicably and giving a fair hearing to such consultant. In the event the matter is not amicably resolved within 7 (seven) days of such meeting, the appointment of the Independent Engineer/Consultant shall be forthwith terminated; provided that prior to such termination the Grantor shall have appointed another Independent Engineer/Consultant to replace the existing one.
- 3.0 The replacement of the Independent Engineer/Consultant shall be effected so as to maintain the continuity in supervision and monitoring of construction of the Project by it.

4.0 Scope of Work

The Scope of Work for the Independent Engineer/Consultant shall include: -

- a. Review of the Designs and Drawings submitted by the Authorisee to ensure that they are in accordance with the development proposal submitted by the Authorisee in this DPR.
- b. Certification that the Designs and Drawings indicate that the works are suitable for their intended purpose. The Independent Engineer/Consultant shall advise this approval of the Designs and

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Drawings to the Grantor and the Authorisee within period stipulated in the Agreement.

- c. Independently review, monitor and where required by the Agreement, to approve activities associated with the design, construction, operation and maintenance of the Project facilities to ensure compliance by the Authorisee with the Authorisation Agreement and the Approved DPR.
 - d. Approval of DPR and report to the Grantor, objections or corrections required in order to implement the project as per the provisions of the Authorisation Agreement and Good Industry Practices.
 - e. Ensuring that the provisions of the Designs and Drawings and the Approved DPR do not adversely obstruct any development plans of the Grantor, as and if provided by the Grantor at the time of approval of the Designs and Drawings and the approved DPR.
 - f. Upon request of the Authorisee on completion of construction of various phases as set out in the Authorisation Agreement, carry out inspections to ensure that the Project Facility has been constructed as per the provisions of the Authorisation Agreement and the Approved DPR and issue the Completion certificate to the Authorisee as approved by the Grantor.
 - g. In addition to above, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Authorisation Agreement.
 - h. In case the Authorisee proposes any i) deviation to the Drawings or ii) submits any Drawings required but not included in the DPR, the Independent Engineer/Consultant shall review the same to ensure conformity with the Project / Design Requirements.
 - i. Review the following submitted by the Authorisee on behalf of the Grantor:
 - i) Project Concept and Components, Capacity & Area Statement
 - ii) Environmental Management Plan
 - iii) Project Implementation Plan
- 5.0 During the Construction Phase, the Independent Engineer/Consultant would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the construction requirements. For this purpose the Independent Engineer/Consultant shall undertake, inter-alia, the following activities and where appropriate make suitable suggestions:

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

- i) monitor the progress in implementation of the project based on the Implementation and Investment Plan submitted by the Authorisee.
- ii) review and approve designs and drawings with consent of the Grantor for various works related to the project.
- iii) review and monitor the quality assurance and quality control procedures followed by the Authorisee.
- iv) review the manpower and equipment deployed by the Authorisee.
- v) Monitor the Construction works for conformity with the Approved DPR.

6.0 Meetings, Records and Reporting

- i) The Independent Engineer/Consultant would be required to participate in the project review meetings held from time to time by the Parties, as also to participate in emergency or extraordinary meetings of the Parties held to deal with any emergency, Force Majeure event or other exigencies.
- ii) The Independent Engineer/Consultant shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities and submit periodic reports to the Grantor.
- iii) The Independent Engineer/Consultant shall share all the information, data and records collected by it and/or available with it in relation to the discharge of its functions and responsibilities, with an authorised person designated by the Grantor in this regard.
- iv) The Independent Engineer/Consultant shall convey to the Grantor and the Authorisee the justifications in writing for its decisions in the course of discharging its functions and responsibilities.

7.0 Review and monitor the Equipment Procurement Plan, the Equipment Replacement Plan, Waste Management and Safety Plan.

8.0 Review of procurement procedure by EPC contractors and equipment suppliers. Review and monitor the transfer of assets and scope of transfer.

9.0 Any other activity as mentioned in the Authorisation Agreement and as required

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix-10

Vesting Certificate

The divestment of all rights and interest in the **Development of Commercial Facilities at < insert name of bidding project > under B.O.T. Scheme** shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Expert shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in **Section 16.5** (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Authorisee of all of its rights and interest in the Project, and their vesting in the Grantor pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Grantor or its nominee on or in respect of the Project on the footing that all Divestment Requirements have been complied with by the Authorisee.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix 11

GUIDELINES FOR THE COMPUTATION OF DEPRECIATED HISTORICAL COST

1. The Depreciated Historical Cost ("**DHC**"), wherever applicable, shall be computed based on the following norms:

The depreciation shall be calculated on straight-line basis. The depreciation rates shall be in accordance with the provisions of the Companies Act 1956, as may be amended from time to time

2. The date of existence of asset for the computation of the depreciated value shall be the date on which it was scheduled to be completed in all respects or the date on which it becomes capable of being put to or used for commercial operation, whichever is earlier. In respect of replacement assets, the assets shall be deemed to have come into existence when the same is capable of being put to or used for commercial operation as the replacement asset or the date when it was actually put to use, whichever is earlier.
3. Wherever Book Value or Depreciated Historical Cost is applicable, the original cost of such assets and those which have come in as replacement assets shall be that cost, established by the Authorisee, to the satisfaction of the Grantor, with Chartered Accountant's, Public Accountant's and valuer's certificates and duly supported by bills and other documents of manufacturers/suppliers/ civil works contractors, the time of installation of the new assets or replacement of the assets as the case may be.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix- 12

Undertaking on Land Titles

**(To be provided by the Authorisee saying his satisfaction over
the land titles and required documents shown by the Grantor)**

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

Appendix-13

PERFORMANCE GUARANTEE

(On requisite Stamp Paper)

1. In consideration of the Telangana State Road Transport Corporation (hereinafter called "the Corporation") having agreed to exempt _____ (hereinafter called "the Authorisee) from the demand, under the terms and conditions of **Letter of Intent (LOI)** issued in respect of the "**Development of Commercial Facilities at < insert name of bidding project>, under B.O.T. Scheme**" project on Build, Operate and Transfer (BOT) basis 44238 Sq.Yds of prime land, and subsequent Authorisation Agreement being signed between Authorisee and Corporation for performance of the Agreement to be made (hereinafter called "the said Agreement"), for the due fulfillment by the said Authorisee of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs _____ Lakhs (Rupees _____ only)**.
2. We, _____ (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of Authorisee do hereby undertake to pay to the Corporation an amount not exceeding **Rs _____ (Rupees _____ only)** against any non fulfillment of the obligations of the Agreement or loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach of any terms and conditions contained in the said Agreement by the said Authorisee of any of the terms or conditions contained in the said Agreement.
3. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, hereby on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach of any terms and conditions contained in the said Agreement by the said Authorisee of any of the terms or conditions contained in the said Agreement or by reason of the Authorisee failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs _____ Lakhs (Rupees _____ only)**.
4. We undertake to pay to the Corporation any money so demanded not withstanding any dispute or disputes raised by the Authorisee in any suit or proceeding pending before any Court or Tribunal relating

Bidder

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the Authorisee shall have no claim against us for making such payment.

5. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **Chief Civil Engineer**, of the Corporation certifies that the terms and conditions of the said Agreement have been fully and properly fulfilled/carried out by the said Authorisee and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (indicate the date **four years** from the date of signing Agreement), we shall be discharged from all liability under this guarantee thereafter.

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

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Authorisee.

8. We, _____ (indicate the name of bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme.	Volume IV Draft Authorisation Agreement
Telangana State Road Transport Corporation	

9. The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to TSRTC a sum of **Rs ____ Lakhs (Rupees _____ only)** without any protest or demur and upon receipt of first written demand from TSRTC. This Guarantee is independent of the terms and conditions of the Authorization Agreement and its validity.

Dated the ____ day of _____ (Month & Year) for _____ (indicate the name of the Bank).

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by Board Resolution passed on ____/Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.