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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

उत्तराखण्ड UTTARAKHAND

F 659903

This CONCESSION AGREEMENT made on Twenty Third day of December Year  
Two Thousand and Eleven at Dehradun, Uttarakhand,

BETWEEN

Transport Commissioner, Department of Transport, Government of  
Uttarakhand, having its registered office at Kulhan, Sahastradhara Road,  
Dehradun - 248 001, hereinafter referred to as "the Concessioneing  
Authority" or "DoT" which expression shall unless repugnant to the context  
include the successors and assigns, on the one part

AND


LINK UTSAV HSRP (PVT) LIMITED a company incorporated under the provision  
of the Companies Act, 1956, having its registered office at 64 C Maharani  
Niwas, Hari Nagar Ashram, New Delhi 110014 hereinafter referred to as  
"Concessionaire" which expression shall unless repugnant to the context  
include the successors and permitted assigns, on the other part.

WHEREAS,

A. DoT with an objective to implement rule 50 of the Central Motor  
Vehicles Rules, 1989 regarding affixing of High Security Registration  
Plate and order issued by the Central Government in this regard from  
time to time and to ensure uniformity in size, colour and  
specification of the High Security Registration Plates all over India to  
all types of Vehicles being registered/already registered as per  
provision of the Rules decided for Manufacturing, supply and affixing  
of High Security Registration Plates (HSRP) on Build, Own and Operate  
(BOO) basis, in the fifteen locations of Uttarakhand under PPP mode.

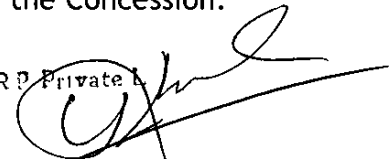
For Link Utsav HSRP Private

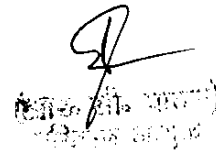
  
Director

  
(आर. पी. शर्मा)  
परिवहन आयुक्त

- B. High Security Registration Plates and the 3rd Registration Plate shall be issued and fixed strictly in the manner prescribed and in accordance with the provision specified in Rule 50 of the Central Motor Vehicle Rules, 1989 and the MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time, at the premises of the Registering Authority. The agreement would also take into consideration the provisions of amendment notification dated 16<sup>th</sup> September 2011 to the Motor Vehicles (New high Security Registration Plates) Order 2001.
- C. DoT had, carried out extensive project preparation works in connection with the Project (as hereinafter defined) including assessment of project viability and subsequently invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, DoT received proposals from several parties including the Concessionaire for implementing the Project.
- D. Pursuant thereto, after evaluating the aforesaid proposals, DoT accepted the proposal submitted by the Concessionaire and issued Letter of Acceptance No. 3884/TR/Ten/37/2011 dated 21<sup>st</sup> November 2011 to the Concessionaire requesting the Concessionaire to execute the Concession Agreement, which the Concessionaire has acknowledged by its Letter No nil dated 25th November 2011
- E. The Parties hereto are required to enter into the Concession Agreement, being these presents, to record the terms, conditions and covenants of the Concession.

For M/s. Utsav HRP Private L

  
Director



**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-  
DEFINITIONS AND INTERPRETATION**

ARTICLE 1

**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:

“Act” shall mean The Motor Vehicle Act, 1988 as amended from time to time.

“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 7.1.

“Agreement” shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

“Applicable Law” shall mean all laws in force and effect, 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 subsistence of this Agreement and applicable to the Project/the Concessionaire.

“Applicable Permits” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“Appointed Date” shall mean the date of this Agreement.

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

“Concessionaire” shall mean an individual or firm or a corporate entity or joint venture eligible to bid either jointly or severally to participate in submission of a Bid.

“Book Value” means the value of the capital expenditure incurred on the Project as per the books of the Concessionaire, net of depreciation charged on the basis of straight line method and amortized equally over the Operations Period, duly verified and certified by an independent auditor in accordance with IGAAP.

"Change in Law" shall have the meaning ascribed thereto in Clause 7.6.

"COD" or "Commercial Operations Date" shall mean the date on which the DoT has issued the Provisional Completion Certificate or the Completion Certificate for the Project Facility, in accordance with the provisions of this Agreement.

"Completion Certificate" shall mean the certificate issued by DoT certifying, that:

- (i) the Concessionaire has obtained all approvals necessary for commercial operations of the Project Facility.

"Concession" shall have the meaning ascribed thereto in Clause 2.1 of this Agreement.

"Concession Period" shall have the meaning ascribed thereto in Clause 2.2.

"Concessionaire's Equipment" means all machinery, equipment, apparatus and other things (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects, but does not include Plant, Materials, or other things intended to form or forming part of the Permanent Works.

"Conformity of Production (COP)" shall mean a procedure of periodic evaluation, testing and certification as defined and certified by the Respective Testing Agencies.

"Contractor" shall mean any Person with whom the Concessionaire has entered into/may enter into any of the Project Agreements.

"Cure Period" shall have the meaning ascribed thereto in Clause 8.2(a)(iii) of this Agreement.

"Embossing Station" shall mean any such decentralized unit as may be nominated by the Concessionaire for Embossing of the Characters and other designated word attached/assigned specifically to a particular one or more Registering Authority

"Emergency" shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts

due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility .

“**Financing Documents**” shall mean collectively the documents evidencing Lenders’ commitment to finance the Project.

“**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 7.

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

“**Government Agency**” shall mean Government of India, 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 Project Site 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.

“**High Security Registration Plates**” shall mean the registration mark as specified under Rule 50 of Central Motor Vehicle Rules 1989 and the Motor Vehicles (New High Security Registration Plates) Order, 2001 as amended from time to time by the Government of India.

“**Lenders**” shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who provide funds to the Concessionaire for financing the cost of construction of the Project Facility or any part thereof.

“**Materials**” means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Concessionaire, including the supply-only items (if any) which are to be supplied by the Concessionaire as specified in the Agreement.

“**Material Adverse Effect**” shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or 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.

**“O&M Requirements”** shall mean the requirements as to operation and maintenance of the Project as set forth in Schedule 2.

**“Operations Period”** shall mean the period commencing from COD and ending at the expiry of the Concession / Termination.

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

**“Payment”** shall mean the amount payable by the Vehicle Owner under the contract.

**“Prime Manufacturer”** shall mean individual/firm or the corporate entity engaged in carrying out the manufacturing activity of the High Security Registration Plates.

**“Performance Security”** shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with Clause 4.1.

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

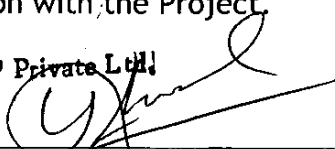
**“Plant”** means machinery and apparatus intended to form or forming part of the Permanent Works, including the supply-only items (if any) which are to be supplied by the Concessionaire as specified in the Agreement.

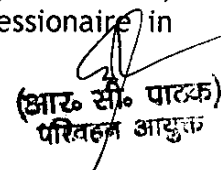
**“Preliminary Notice”** shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**“Project”** shall mean setting up a facility for High Security Registration Plates (HSRP) on Build, Own and Operate (BOO) basis, in the fifteen locations of Uttarakhand in conformity with the Rule 50 of the Central Motor Vehicle Rules, 1989 as amended from time to time and order issued by Ministry of Road transport & Highways, Government of India vide So No. 841 (E) notified vide Gazette of India dated 22.08.2001 and SO No. 1041 dated 16.10.2001.

**“Project Agreements”** shall mean collectively this Agreement, O&M Contract, and any other material contract (other than Financing Documents) entered into or may hereafter be entered into by the Concessionaire in connection with the Project.

For Link Utsav HSRP Private Ltd.

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

**“Project Facility”** shall collectively mean assemble, establish, procure technology, design, develop, manufacture, emboss, affix and distribute the High Security Registration Plates and finance, maintain and operate the infrastructure, services, and establishment so created at his own risks and all costs throughout the Concession Period. The Concessionaire will also be responsible for establishing Embossing Stations, Site implementation, networking within the state and centralized manufacturing unit within territory of India at its own cost and expense.

**“Project Site”** shall mean the adequate space required, DoT would provide in the premises of Registering Authority for fixing of High Security Registration Plates, at the request of the Concessionaire. In case adequate space is not available with the transport office, the Concessioning Authority will hire premises close to the RTO/ARTO office, with the concurrence of respective Regional Transport Officer/Asstt Regional Transport Officer. These place/office/rooms will be deemed as a part of transport office.

**“Royalty Fee”** : shall mean the amounts payable by the Concessionaire to DoT in accordance with Clause 6.2.

**“Royalty Statement”** : shall have the meaning as ascribed thereto in Clause 6.2.

**“Registering Authority”** shall mean and include the authorities as defined in section 2 (37) of the Act.

**“Registration Premises”** shall mean the place where the work of Registration takes places and includes office premises of Registering Authority and any other premises declared by the Registering Authority as Registration premises for purposes of fitment of High Security Registration Plates.

**“Registration Mark”** shall mean the marks as mentioned in subsection 6 of section 41 of the Motor Vehicle Act, 1988 and specified under rule 50 & 51 of the Central Motor Vehicle Rules, 1989 as amended from time to time.

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

**“SPCD” or “Scheduled Project Completion Date”** shall mean the date 6 months from the Appointed Date.

**“SBI PLR”** shall mean prime lending rate of State Bank of India.

**“Tax”** shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Concessionaire under Applicable Law.

**“Temporary Works”** means all temporary works of every kind (other than Concessionaire’s Equipment) required for the execution and completion of the Works and the remedying of any defects.

“Termination” shall mean early termination of the Concession, 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.

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

“Tests” shall mean the tests to be carried out in accordance with the O&M Requirements and if not expressly specified in either of the said requirements, as instructed by the DoT, in accordance with this Agreement.

“Test Agencies” shall mean such institute, agencies designated and notified to test and approve the manufacturer of the Registration Plates and issue and grant the Type Approval Certificate (TAC) and certification of Conformity of Production (COP).

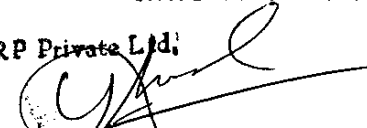
“Type Approval Certificate” shall mean a procedure of periodic evaluation, testing and certification as defined and certified by the Respective Testing Agencies.


“User Charges/ Price of HSRP” shall mean charges or fees payable to the Concessionaire by the users of the Project Facility.

“Works” means the Permanent Works and the Temporary Works or either of them as appropriate.

The Technical requirements of the project are based on provisions of The Central Motor Vehicles Rules, 1989 (Rule 50 & 51) and The Motor Vehicles (New High Security Registration Plates) Order, 2001. In case of any discrepancy, the provisions of The Central Motor Vehicles Rules, 1989 (Rule 50 & 51) and The Motor Vehicles (New High Security Registration Plates) Order, 2001 or any such acts/laws/rules of Government of India in force from time to time would prevail.

For Link Utsav HSRP Private Ltd.

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

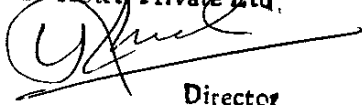



## 1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) 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;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).
- (i) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- (j) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (k) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (l) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or by DoT shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or DoT in this behalf and not otherwise;
- (m) references to "Construction" includes investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental thereto
- (n) the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages")

For Vik Utsav HSRB Private Ltd.

  
Director

  
(आरू सी पाठक)  
परिवहन आयुक्त

**2.1. Grant of Concession**

Subject to and in accordance with the terms and covenants set forth in this Agreement, the Concessing Authority hereby grants and authorizes the Concessionaire to procure, finance and construct the Project Facility, to build, operate and own the Project Facility and to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, (the "Concession").

**2.2 Concession Period**

The Concession hereby granted is for a period of 10 (Ten) years from the Appointed Date. (Hereinafter referred to as the "Concession Period")


Provided, in the event of Termination the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.


**2.3 Acceptance of Concession**

In consideration of DoT agreeing to permit the Concessionaire to receive User Charges, and any other amounts, and the rights, privileges and benefits conferred upon by the Concessing Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform/dischage all of its obligations in accordance with the provisions hereof.

The Central Motor Vehicles Rules, 1989 (Rule 50 & 51) and The Motor Vehicles (New High Security Registration Plates) Order, 2001 will apply for Manufacturing and Supplying of High Security Registration Plates or as amended from time to time.

For Link Utsav HSRP Private Ltd

  
Director

  
(आर. सी. पाटव)  
परिवहन आयुक्त

10/10/2020


**3.1 Project Site**

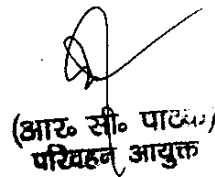
- (a) DoT shall, within of 10 (Ten) days from the Appointed Date, handover to the Concessionaire, vacant and peaceful physical possession of the Project Site for the purpose of implementing the Project.
- (b) The Concessionaire shall implement the Project at the Project Site provided by the DoT in the premises of Registering Authority for fixing of High Security Registration Plates.
- (c) The Concessionaire shall, subject to the provisions of Article 4, use the Project Site and make at its costs, charges and expenses such investigation, development and improvements in the Project Site as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

**3.2 Rights, Title and Use of the Project Site**

- (a) The Concessionaire shall use of Project Site in accordance with the provisions of this Agreement and for this purpose it may regulate the entry and use of the same by third parties.
- (b) The Project Site including the Registering Premises developed thereon belongs to the DoT and shall continue to be the property of DoT whereas the manufacturing unit/units shall belongs to the Concessionaire.
- (c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site during the Concession Period, save and except as set forth and permitted under this Agreement.
- (d) The Concessionaire shall not without the prior written approval of DoT use the Project Facility for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (e) The Concessionaire shall have the right to collect User Charges.

For Link Utsav HSRP Private Ltd

  
Director

  
(आर. सी. पाटील)  
परिवहन आयुक्त

### 3.3 Peaceful Possession

DoT, as Concessing Authority, hereby warrants that:

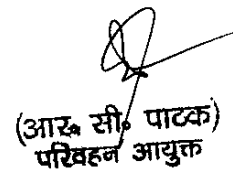
- (a) The Project Site together with the necessary right of way/ way-leaves
- (i) has been acquired through the due process of law
  - (ii) belongs to and is vested in DoT and that DoT has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation/ resettlement or land acquisition 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 Project Site or part thereof until expiry of the Concession Period/ completion of Handback Requirements. In the event, the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Site or any part thereof, DoT shall, if called upon by the Concessionaire, defend such claims and proceedings 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.

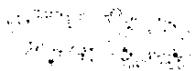
### 3.4 Applicable Permits

The Concessionaire shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project.

For Link Utsav HSRP Private Ltd:

  
Director

  
(आर. सी. पाटक)  
परिवहन आयुक्त



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:

**4.1 Performance Security**

- (a) The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DoT, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to DoT, in the form as set forth in Schedule 3, ("Performance Security") for a sum of Rs. 100,00,000/- (Rupees Hundred Lakhs only).
- (b) The Performance Security shall be kept valid for throughout the Concession Period from the Appointed Date.

Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to DoT's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

**4.2 Forfeiture of Performance Security**

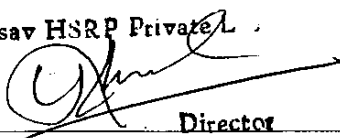
The Performance guarantee shall be forfeited and en-cashed in the following cases:

- a) If the Concessionaire withdraws from the project midway during the project term
- b) Any other act or acts of the Concessionaire which renders the project un-operational, event-of-default on part of Concessionaire and DoT, Government of Uttarakhand establishes sufficient reasons to forfeit the performance guarantee.

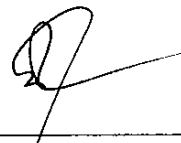
**4.3 Financing Arrangement**

The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

For Link Utsav HSRP Private L.



Director



(कार. सी. पाठक)  
परियोजना आयुक्त

#### 4.4 Project Implementation

- (a) The Concessionaire shall, manufacture the Registration Plates at its own costs and expenses, subject to the specification laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time and carry out the finishing process for each High Security Registration Plates according to individual numbers and alphabets as allotted by respective Registering Authority.

Provided that, such manufacturing, shall not at any time cause any damage or have a dangerous effect on either the stability of the Project or otherwise affect the safety of the users of the Project.

- (b) The Concessionaire shall within 10 days from the Appointed Date shall detail a plan to DoT to appoint individual embossing stations in or/ in proximity of the Registering Authority to ensure proper and easy availability of the High Security Registration Plates and shall adhere to the same.
- (d) Charges for utilities like electricity, water however, will be payable on actual basis by the Concessionaire. In case adequate space is not available with the transport office, the Concessioning Authority will hire premises close to the RTO/ARTO office, with the concurrence of respective Regional Transport Officer/Asstt Regional Transport Officer. These place/office/rooms will be deemed as a part of transport office.
- (c) The Concessionaire shall not use the Project Facility for any purpose other than that specified in this Agreement.
- (d) During Operating Period, the Concessionaire shall be responsible for keeping unauthorized persons off Project Site, and authorized persons shall be limited to the employees of the Concessionaire, employees of the Concessionaire and persons authorized by DoT.
- (e) The Concessionaire shall, before commencement of operation;
- (i) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the DoT and to be responsible for all necessary exchange of information required pursuant to this Agreement;
- (f) For the purposes of determining that the High Security Registration Plates are embossed and affixed to the Vehicle as per the provisions/process laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the DoT and such Tests shall be

For Link Utsav HSRP Private Ltd

Director

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(आर. सी. पाठक)  
परिवहन आयुक्त

carried out under the supervision of the DoT. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

- (g) If the Tests are successful the Project can be safely and reliably opened for operation.

#### 4.5 Operation and Maintenance

- (a) The Concessionaire shall operate and maintain the Project in accordance with the O&M Requirements in terms of Schedule 2.
- (b) The Concessionaire may undertake operations and maintenance of the Project Facility by itself and would not outsource the same to any other contractor(s).
- (c) At the time of bidding, the lead member must hold the Type Approval certificate (TAC). The lead member shall continue to be the "Lead Member" during the entire tenure of the Project.
- (d) If the lead member decides to quit the Consortium, it would ensure that the SPV apply and obtain for TAC in the name of SPV after fulfilling the required criterion. The SPV shall apply and take Conformity of Production (COP) also before the "Lead Member" divests its equity and quits.
- (e) The Concessionaire shall, during the Operations Period :
- (i) shall have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facility, to deal with the DoT and to be responsible for all necessary exchange of information required pursuant to this Agreement;
- (ii) shall, for the purposes of determining that the Project Facility is being maintained in accordance with the O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of DoT and such Tests shall be carried out under the supervision of the DoT. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- (f) In the event the Concessionaire has failed to operate and maintain the Project Facility in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the DoT ("Notice to Remedy"), DoT may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facility at the

  
Director

risk and cost of the Concessionaire. The Concessionaire shall reimburse one and half times the costs incurred by DoT on account of such repair and maintenance within fifteen (15) days of receipt of DoT's claim therefor.

- (g) The Concessionaire shall be deemed to be in material breach of O&M Requirements, if DoT, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire,
- (i) the maintenance of the Project Facility or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
  - (ii) there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facility or any part thereof is not safe for operations;

For avoidance of doubt, persistent breach shall mean:

- (i) any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the DoT;
- (ii) recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the DoT requiring the Concessionaire to remedy a breach, and
- (iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise

Upon occurrence of Material Breach of O&M Requirements, DoT shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

#### 4.6 Penalty for delay in supply of HSRP

- (i) The DoT, Government of Uttarakhand shall provide number and details of High Security Registration Plates to be affixed and embossed for each category of vehicles on daily basis to the Concessionaire.
- (ii) In case the Concessionaire does not supply the minimum number of plates as per clause 4.5.1 (i) within 7 days of receipt of payment, the Concessionaire shall be liable to pay penalty at the rate of Rs 100 per day per plate subject to a maximum of 50% of HSRP to be affixed during the month in which the default in supplying of HSRP has occurred.

For Link Utsav HSRP Private Ltd,

Director

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## 4.7 Insurance

### (a) Operations Period

The Concessionaire shall at its cost and expense, purchase and maintain by re-instatement or otherwise, for the Operations Period, insurance against:

- (i) loss, damage or destruction of the Project Facility, at replacement value;
- (ii) the Concessionaire's general liability arising out of the Concession;
- (iii) liability to third parties;
- (iv) any other insurance that may be necessary to protect the Concessionaire, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

### (b) Evidence of Insurance

The Concessionaire shall maintain a register of entry in order of premium paid towards the Project Facility and proof of payments made shall be submitted to DOT whenever requested for.

### (c) Validity of Insurance

The Concessionaire shall, from time to time, promptly pay insurance premium, keep the insurance policies in force and valid throughout the Concession Period. The insurance policy shall not be cancelled or terminated unless 60 days' clear notice of cancellation is provided to DOT in writing.

If at any time the Concessionaire fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, DoT may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by DOT thereof shall be reimbursed by the Concessionaire to DOT together with interest thereon at 5% (five) percent over SBI PLR from the date the respective sums were incurred by DOT, within 7 (seven) days from the receipt of claim in respect thereof made by DOT.

### (d) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign

the insurance policies in their favour as security for the financial assistance provided by them to the Concessionaire. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facility 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.

(e) **Un-insurable Risks**

If during the Concession Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/ re-instated in respect of such risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

**4.8 Environmental Compliance**

The Concessionaire shall, ensure that all aspects of the Project Facility during the Concession Period and processes employed in the construction, operation and maintenance thereof shall conform to the laws pertaining to environment, health and safety aspects including, policies and guidelines related thereto.

**4.9 Manufacturing of Registration Plates**

4.9.1 The Concessionaire shall manufacture the Registration Plates as per the specification laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time and carry out the finishing process for each High Security Registration Plates according to individual numbers and alphabets as allotted by respective Registering Authority. The manufacturing and fixing of High Security Registration Plates will be carried out in the premises/locations provided by Department of Transport, Government of Uttarakhand.

4.9.2 The Concessionaire shall detail a plan to appoint individual embossing stations in or/ in proximity of the Registering Authority to ensure proper and easy availability of the High Security Registration Plates.

4.9.3 The Registration Plates and the 3rd Registration Plates sticker will be affixed in the premises of the Registering Authority only by representative of the Concessionaire and the old plates removed from the existing vehicles shall be deposited with the Registering Authority in the 1st place.

4.9.4 The Concessionaire shall clear weekly/fortnightly/monthly, all the accumulated old Number Plates removed from the existing vehicles from the premises of the Registering Authority after giving due

receipt for the same free of cost and shall give an undertaking that each lot so collected by the Concessionaire has been destroyed at his own risk and cost.

4.9.5 Destruction and disposal of old number plates will be so done as not to cause any environmental hazard and risks. All guidelines of the State with regard to environmental consideration and local laws will be followed by the Concessionaire.

#### 4.10 Embossing and Affixing for all vehicles registered in Uttarakhand

4.10.1 The High Security Registration Plates will be embossed and be affixed to the Vehicle as per the provisions/process laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time, only upon the receipt of authentic documentary evidence from the Registering Authority. No Security Registration Plates or 3rd Registration Mark Sticker or Snap Lock will be issued to anybody without proper authentication and any incidence of this nature would directly lead to termination of the Contract.

#### 4.11 Existing Vehicles

4.11.1 High Security Registration Plates will be individually embossed and affixed on existing registered vehicles only upon receipt of the authentication document from the Registering Authority.

#### 4.12 Replacement of Registration Plate

4.12.1 In case of any vehicle already provided with High Security Registration Plates needs to be replaced with either or both of the Registration Plates or the 3rd Registration mark sticker, these replacements shall be as per quoted by the Concessionaire as part of its Financial Proposal (Form II) approved by the department from the vehicle owner only upon receipt of documentary evidence in proof thereof issued by the Registering Authority.

4.12.2 In case of any manufacturing defect of the number plate within five years period for imperishable nature, the plate shall be replaced free of cost on the advice of the Registering Authority.


#### 4.13 Maintenance of Manufacturing Unit

4.13.1 Concessionaire shall be responsible for operation and maintenance of the Project manufacturing unit/units in the premises/locations provided by Department of Transport, Government of Uttarakhand.

For Utsav HSRP Private Ltd



Director



(आरु सौ. पाठक)  
परिवहन आयुक्त

**4.14 Supply of right type of registration plate should be responsibility of Concessionaire.**

4.14.1 The responsibility of providing the right type of High Security Registration Plates and fixing to the vehicle shall be the sole responsibility of the Concessionaire. Transport Department shall hold the Concessionaire responsible for any failure.

4.14.2 In case of any complaint received by the DoT about quality and specifications of plates DoT may get these tested by the testing agencies authorized by the Government of India as per Rule 50 of Central Motor Vehicles Rules 1989. In case of non-conformity of standards found by testing agencies, sub-standard plates so supplied by the contractor shall be replaced by the Concessionaire at his own cost.

**4.15 Provision of Space in the Premises of Registering Authority**

4.15.1 The DoT would provide adequate space required in the premises of Registering Authority for fixing of High Security Registration Plates, at the request of the Concessionaire. No rentals or lease money will be recovered from the Concessionaire in this regard.

4.15.2 In case adequate space is not available with the transport office, the Concessioning Authority will hire premises close to the RTO/ARTO office, with the concurrence of respective Regional Transport Officer/Asstt Regional Transport Officer. These place/office/rooms will be deemed as a part of transport office.

4.15.3 The space provided to the Concessionaire will be solely used for the purpose of pursuing the objects of this scheme and would not bestow on them any right to own, lease, rent or use the premises for any purpose other than the purpose of this scheme.

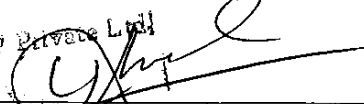
4.15.4 Immediately on the termination of the contract, the said premises will be vacated by the Concessionaire and handed back to the concerned Registering Authority.


4.15.5 Charges for utilities like electricity, water shall be payable on actual basis by the Concessionaire.

**4.16 Facility Inspection**

4.16.1 The Government or their nominated/delegated authority individually or jointly with any other agencies/authorities including testing authorities reserves the right to inspect, supervise, assess, all the equipments installed at the premises of contractor to ensure the effectiveness of manufacturing base after giving prior intimation in writing or by way of surprise check.

For Link Utsev ESRP Private Ltd

  
Director

  
(आर० सी० पाठक)  
परिवहन आयुक्त

4.16.2 Registering Authority reserves the rights to inspect the embossing, stations and other infrastructure arrangements of the Concessionaires under their jurisdiction at any time. In the event of any irregularity, the Registering Authority can take an appropriate penal action against the Concessionaire.

4.16.3 Department will have the rights to appoint independent Auditors to have the books, premises and operations examined at regular intervals of not shorter than a year at the cost of the Concessionaire.

4.16.4 Number of Total Registered Motor Vehicles As On 31-3-2010 in Uttarakhand {On Road Vehicles

| Sl. No | Sub Region/Regipn      | Two wheelers  | LMV 3 Wheelers | Tractors     | LMV 4 Wheelers | MMV/ HMV     | TOTAL          |
|--------|------------------------|---------------|----------------|--------------|----------------|--------------|----------------|
| 1      | Almora                 | 12047         | 0              | 9            | 4592           | 1126         | 17774          |
| 2      | Bageswar               | 2156          | 0              | 1            | 1610           | 314          | 4081           |
| 3      | Pithoragarh            | 9487          | 0              | 6            | 3284           | 1708         | 14485          |
| [1]    | <b>Almora Region</b>   | <b>23690</b>  | <b>0</b>       | <b>16</b>    | <b>9486</b>    | <b>3148</b>  | <b>36340</b>   |
| 4      | Haldwani               | 74102         | 2447           | 18394        | 15779          | 14486        | 125208         |
| 5      | Tankpur                | 8106          | 0              | 24           | 1622           | 429          | 10181          |
| 6      | Udam Singh Nagar       | 110729        | 1554           | 19682        | 14588          | 2761         | 149314         |
| [2]    | <b>Haldwani Region</b> | <b>192937</b> | <b>4001</b>    | <b>38100</b> | <b>31989</b>   | <b>17676</b> | <b>284703</b>  |
| 7      | Dehradun               | 294419        | 4344           | 1540         | 84501          | 18337        | 403141         |
| 8      | Haridwar               | 181621        | 2340           | 11100        | 21161          | 5308         | 221530         |
| 9      | Rishikesh              | 11926         | 2081           | 287          | 3930           | 2155         | 20379          |
| 10     | Tehri                  | 6376          | 0              | 1            | 1831           | 555          | 8763           |
| 11     | Uttarkashi             | 2900          | 0              | 15           | 933            | 391          | 4239           |
| [3]    | <b>Dehradun Region</b> | <b>497242</b> | <b>8765</b>    | <b>12943</b> | <b>112356</b>  | <b>26746</b> | <b>658052</b>  |
| 12     | Pauri                  | 7769          | 0              | 10           | 2014           | 833          | 10626          |
| 13     | Kotdwar                | 7193          | 598            | 193          | 2026           | 1118         | 11128          |
| 14     | Rudraprayag            | 6645          | 0              | 1            | 775            | 426          | 7847           |
| 15     | Karanprayag            | 1371          | 0              | 7            | 1389           | 625          | 3392           |
| [4]    | <b>Pauri Region</b>    | <b>22978</b>  | <b>598</b>     | <b>211</b>   | <b>6204</b>    | <b>3002</b>  | <b>32993</b>   |
|        | <b>Total</b>           | <b>736847</b> | <b>13364</b>   | <b>51270</b> | <b>160035</b>  | <b>50572</b> | <b>1012088</b> |

For Link Utsav HSRP Private Ltd.

Director

(आर. सी. पाठक)  
परिवहन आयुक्त

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कार्यालय प्रशासन  
(कक्षा १५२, २११६)

4.16.5 Number of Newly Registered Motor Vehicles during the Year 2009-2010 in Uttarakhand

| Sl. No. | Sub Region/ Region     | Two wheelers | LMV 3 Wheelers | Tractors    | LMV 4 Wheelers | MMV/ HMV    | TOTAL         |
|---------|------------------------|--------------|----------------|-------------|----------------|-------------|---------------|
| 1       | Almora                 | 1010         | 0              | 2           | 704            | 115         | 1831          |
| 2       | Bageswar               | 423          | 0              | 1           | 300            | 65          | 789           |
| 3       | Pithoragarh            | 1216         | 0              | 0           | 622            | 140         | 1978          |
| [1]     | <b>Almora Region</b>   | <b>2649</b>  | <b>0</b>       | <b>3</b>    | <b>1626</b>    | <b>320</b>  | <b>4598</b>   |
| 4       | Haldwani               | 10168        | 282            | 177         | 2931           | 1960        | 15518         |
| 5       | Tankpur                | 923          | 0              | 7           | 260            | 92          | 1282          |
| 6       | Udam Singh Nagar       | 19095        | 326            | 1224        | 2737           | 749         | 24131         |
| [2]     | <b>Haldwani Region</b> | <b>30186</b> | <b>608</b>     | <b>1408</b> | <b>5928</b>    | <b>2801</b> | <b>40931</b>  |
| 7       | Dehradun               | 26657        | 443            | 312         | 9994           | 1172        | 38578         |
| 8       | Haridwar               | 18889        | 620            | 962         | 3824           | 752         | 25047         |
| 9       | Rishikesh              | 4004         | 602            | 58          | 884            | 504         | 6052          |
| 10      | Tehri                  | 563          | 0              | 1           | 349            | 81          | 994           |
| 11      | Uttarkashi             | 663          | 0              | 2           | 173            | 37          | 875           |
| [3]     | <b>Dehradun Region</b> | <b>50776</b> | <b>1665</b>    | <b>1335</b> | <b>15224</b>   | <b>2546</b> | <b>71546</b>  |
| 12      | Pauri                  | 787          | 0              | 0           | 339            | 129         | 1255          |
| 13      | Kotdwar                | 1995         | 301            | 29          | 397            | 184         | 2906          |
| 14      | Rudraprayag            | 351          | 0              | 1           | 213            | 65          | 630           |
| 15      | Karanprayag            | 370          | 0              | 2           | 508            | 128         | 1008          |
| [4]     | <b>Pauri Region</b>    | <b>3503</b>  | <b>301</b>     | <b>32</b>   | <b>1457</b>    | <b>506</b>  | <b>5799</b>   |
|         | <b>TOTAL</b>           | <b>87114</b> | <b>2574</b>    | <b>2778</b> | <b>24235</b>   | <b>6173</b> | <b>122874</b> |

4.17 Management Information System

4.17.1 The Concessionaire shall provide and would install a latest version of software. The software should be capable of generating :

- Reports
- Number of registration plates manufactured for 2 wheelers, 3 wheelers and 4 wheelers.
- Number of registration plates embossed and affixed
- Number of existing vehicles
- Number of replacement of registration plates
- Number of registration plates damaged
- Raw material inventory details

7011 & Utsav HSRP Private Ltd

Director

(आर० सी० पाठक)  
परिवहन आयुक्त

4.17.2 The Concessionaire shall provide a licensed version of the software to the DoT.

4.17.3 The DoT shall install a software for generating invoices, number of registration plates embossed and affixed.

#### 4.18 Shareholding

The Concessionaire shall ensure that M/s Utsav Safety System (P) Limited holds not less than 26% of the paid up share capital of the Special Purpose Vehicle for the first five (5) years of the Concession Period.

#### 4.19 Indemnity by Concessionaire

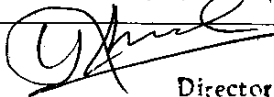
The Concessionaire shall indemnify and hold harmless DoT, the DoT and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Concessionaire's negligence or breach in execution of the manufacturing and/or fixation of Registration Plates and any activity incidental thereto.

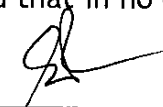
#### 4.20 General Obligations

The Concessionaire shall at its own cost and expense:

- (a) operate and maintain the Project Facility in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- (c) comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Concession Period;
- (d) ensure and procure that each Project Agreement contains provisions that would entitle DoT or a nominee of DoT to step into the same at DoT's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement ;
- (e) 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 ;
- (f) 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 DoT against any claims, damages, expenses or losses in this regard and that in no case

Utsav Safety System (P) Limited  
Director of Utsav HSRP Private Ltd.

  
Director

  
(आर. सी. पाठक)  
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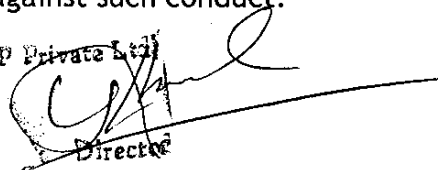
and shall for no purpose shall DoT be treated as employer in this regard;

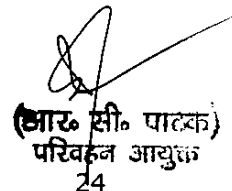
- (g) be responsible for all the health, security, environment and safety aspects of the Project Site/ Project Facility, as the case may be, at all times during the Concession Period;
- (h) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- (i) upon receipt of a request thereof, afford access to the Project Facility to the authorised representatives of DoT for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions.
- (j) pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period.
- (k) keep on the Project Site two complete sets of this Agreement, approvals given by the DoT, operating guidelines provided by DoT and any other communication given or issued under provisions hereof for inspection, verification and use by the DoT or any authority authorised by law to inspect the same or any of them.
- (l) May provide and maintain all necessary welfare facilities for its staff and labour.
- (m) take precautions to ensure the health and safety of its staff and labour.
- (n) employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Project. The DoT may require the Concessionaire to remove any person employed on the Project Site who in the opinion of the DoT :
  - i. persists in any misconduct,
  - ii. is incompetent or negligent in the performance of his duties,
  - iii. fails to conform with any provisions of the Agreement, or
  - iv. persists in any conduct which is prejudicial to safety, health, or the protection of the environment

The Concessionaire shall in such cases appoint suitable replacement/s.

- (o) take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour and to preserve peace and protection of persons and property in the neighbourhood of the Project Site against such conduct.

For Link Uteav ESRP Private Ltd

  
Director

  
(आर. सी. पाटक)  
परिवहन आयुक्त  
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(p) **Quality Assurance/Quality Control**

- i. For the purposes of determining that the High Security Registration Plates are embossed and affixed to the Vehicle as per the provisions/process laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the DoT and such Tests shall be carried out under the supervision of the DoT. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- ii. The Concessionaire will follow the Conformity of Production requirements as per Government Notification. In addition, the State Transport Commissioner, Dehradun, Uttarakhand or his representative will have the liberty to select a sample and send it for quality verification to an authorized laboratory. In case the sample fails to meet the required standards, the State Transport Commissioner, Dehradun, Uttarakhand will be at liberty to impose an appropriate penalty on the manufacturer.
- iii. In case any number plate is found to be defective in a selected batch of registration plates or not conforming to the performance warranty, the manufacturer will have to replace the entire batch of registration plates free of cost.

**4.21 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:

- (i) Force Majeure Event, subject to Clause 7.3;
- (ii) DoT Event of Default;
- (iii) Compliance with the instructions of the DoT 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;
- (iv) Closure of the Project Facility or part thereof with the approval of DoT.

**4.22 Access and Assured Availability of the Project Facilities**

The Concessionaire shall, at all times during the Concession Period, allow access to and usage of Project Facilities to DoT / Person nominated by DoT.

#### 4.23 Expenses Towards Statutory Deposits and Charges

The Concessionaire shall reimburse to DoT, service charges towards connection of utilities to the Project Facility in the Project Site, other taxes such as property tax, water tax and sewerage charges for the Project Site.

#### 4.24 Erection of Sign Board

- (a) The Concessionaire shall erect a signboard, of a size not less than 2 ft. by 4 ft, adjacent to the main entrance to the Project Site in a manner such that it is ordinarily visible to any person using such entrance. The signboard shall prominently display the following text in black upper case letters on a white/yellow background:

“This property belongs to the Department of Transport, Government of Uttarakhand and has been handed over to Link Utsav HSRP (P) limited for Setting up a facility for High Security Registration Plates (HSRP) from Twenty Third December Year Two Thousand and Eleven (23rd Dec 2011) to 24th December Year Two Thousand and Twenty One (23rd Dec 2021)

- (b) The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period.
- (c) The Concessionaire shall ensure that user charges are prominently displayed in English and Hindi for all types of vehicles.

For Link Utsav HSRP Private Ltd)

Director

(आर. सी. पाठक)  
परिवहन आयुक्त

## DOT's Obligations

## ARTICLE 5

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

### 5.1 Specific Obligations

- (a) DoT shall handover the possession of the Registering Premises to the Concessionaire in accordance with the Agreement;
- (b) Prior to handover of the Project Site to the Concessionaire, DoT shall remove all encroachments from the Project Site;
- (c) DoT shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from DoT under this Agreement, in connection with implementation of the Project and the performance of its obligations.

### 5.2 General Obligations

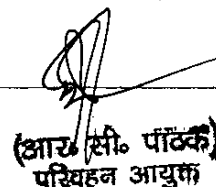
DoT shall:

- (a) Appoint one person in each RTO
- (b) upon written request from the Concessionaire, facilitate the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent facilities/utilities;
- (c) observe and comply with all its obligations set forth in this Agreement.

### 5.3 Monitoring and Evaluation Committee

- (a) DoT, in consultation with Government of Uttarakhand, shall set up a program monitoring mechanism including an Expert Committee comprising of domain experts from government and Department of Transport, public to periodically monitor the project deliverables.
- (b) The expert committee would be chaired by a Principal Secretary/ Secretary, DoT and representative, not below the rank of Deputy Transport Commissioner, from the Department of Transport, Government of Uttarakhand.
- (c) The other members of the expert committee would be as under:
  - i. Representative of DOT
  - ii. Representative from Indian Institute of Petroleum, Dehradun

  
Director

  
(आर. सी. पांडे)  
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- (d) The expert committee shall evaluate project deliverables on a three monthly basis based on visit to the facility, review of auditors' reports, reports provided by concessionaire, information received from general public including project stakeholders etc.
- (e) Since the outputs in terms of quality of services, safety of the vehicles are the prime deliverables of the entire project, the expert committee would evaluate the efforts and outputs of these activities by the Concessionaire.
- (f) The expert committee shall submit its report to the government regarding the achievement of projects deliverables - low, moderate, satisfactory, excellent etc with specific recommendation(s) on continuance/discontinuance/restructuring of the project. The findings of the expert committee would be considered to be final and binding.
- (g) If the project deliverables are found to be moderate or low, the expert committee would direct DoT to plan corrective action(s) with the concessionaire and implement the same to achieve desired outputs within sixty (60) days.

DoT shall facilitate the expert committee in information gathering, conducting facility visit, meetings, interviews etc.


#### 5.4 Audit

- (a) DoT will conduct the audit of the Project either themselves or through a deputed person on a 3 monthly basis by giving prior notice to the Concessionaire. The audit will be done on the basis of records, documents, operating standards maintained by the concessionaire as per the guidelines of DoT.
- (b) DoT shall prepare an audit report within 15 days of the conduct of the audit and provide a copy of the same to the Concessionaire and Monitoring and Evaluation Committee. The concessionaire shall rectify the defects and take corrective actions mentioned in the audit report within 30 days of the receipt of Audit Report.

For Link Utsav HSRP Private Ltd.



Director



(आर. सी. पाठक)  
परिचालन आयुक्त

6.1 User Charges/Price of HSRP

- (a) Subject to the provisions of this Agreement and Applicable Law, in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms and conditions set forth in this Agreement, the Concessionaire shall be entitled to receive the User Charges to be collected from the vehicle owners. The User Charges shall be as per quoted by the Concessionaire as part of its Financial Proposal (Form I & Form II) in accordance with the Schedule 1.
- (b) The DoT, Government of Uttarakhand shall provide number and details of High Security Registration Plates to be affixed and embossed for each category of vehicles on daily basis to the Concessionaire.
- (c) Concessionaire shall deposit the user charges from or in respect of the affixing and embossing of High Security Plates in the Escrow account in accordance with the provisions of Escrow account in Article 10.
- (d) The collection shall start from Year1 which shall start from date of commencement of commercial operation for a period of 12 months
- (e) Concessionaire shall, at its own cost, arrange the necessary infrastructure as may be required for levy and collection of User Charges mentioned above.
- (f) The Concessionaire shall sell the High Security Registration Plates to the Vehicle Owners, against authority letter from the Registering Authority for issuing of High Security Registration Plates as per the user charges quoted by the Concessionaire in Schedule 1.
- (g) The approved rates shall be displayed by the Concessionaire at its all embossing stations duly signed by the respective Registering Authorities
- (h) The Concessionaire will be liable to pay all the taxes, duties, cess, statutory charges as applicable under law the time being
- (i) DoT shall issue a valid receipt to the Vehicle Owner for affixing and embossing HSRP.
- (j) In case, on a particular day, the concessionaire deposits user charges as per clause 6.1 (c) which is less than the number & details of affixing and embossing of High Security Plates as provided by DoT, as per the clause 6.1 (b), the Concessionaire shall pay the amount of Royalty in accordance with clause 6.2 and shall liable to pay the penalty 25% of

Number Plate Price per plate against which the user charges has been short deposited.

## 6.2 Royalty

The Concessionaire shall pay, on daily basis (through the Escrow Account) to the State Government as Royalty, a sum equivalent to 5% of the amount (excluding Commercial Tax and VAT) collected on sale of High Security Registration Plates from Vehicle Owners as per 6.1 (j). The detailed list will have to be maintained by the authorized Concessionaire on each REGISTERING AUTHORITY basis and submitted along with the deposit of Royalty Fee. This Royalty Fee shall be applicable at whatever prevailing maximum retail prices as per the agreement. The royalty should not be charged/ collected from the vehicle owners separately.

## 6.3 Mechanism of Payment of Royalty amount

6.3.1 The entire payment to DoT shall be made by the Concessionaire through Escrow Account in accordance with provisions of Article 10.

## 6.4 Advertisement / Hoarding

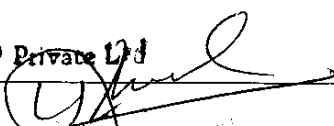
The Concessionaire shall not permit/ allow advertisement/ hoarding or other commercial activity in the project site.


## 6.5 Change of Scope

DoT may, notwithstanding anything to the contrary contained in this Agreement, require provision of such addition/ deletion to the works and services in the Project Facility which are beyond the scope of the Project as contemplated by this Agreement ("Change of Scope"), provided such changes do not require expenditure exceeding Rs. 2,00,00,000/- (Rupees two crores only) and does not adversely affect the COD. All such changes shall be made by DoT by an order (the "Change of Scope Order") issued in accordance with the procedure set forth in this Clause.

### 6.5.1 Procedure for Change of Scope

- (a) DoT shall whenever it desires provision of addition/ deletion of items of work and services referred to in Clause 6.5 above, issue to the Concessionaire a notice of change of scope (the "Change of Scope Notice").
- (b) Upon receipt of such Change of Scope Notice, the Concessionaire shall within 15 days provide to DoT such information as is necessary and reasonable together with preliminary documentation in support of the following :

  
Director

  
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- i. the impact, if any, which the Change of Scope is likely to have on the SPCD if the work is required to be carried out before COD, and
- ii. the cost to the Concessionaire of complying with such Change of Scope Notice (including, without limitation, material and labour cost information furnished in accordance with the current schedule of rates applicable to the works assigned by DoT to its contractors, including the premium on such rates), the options suggested for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time for the implementation thereof including a detailed breakdown by work classifications.

Provided, however, that the cost of providing such information shall be reimbursed to the Concessionaire by DoT to the extent such costs are certified to be reasonable by the Registering Authority.

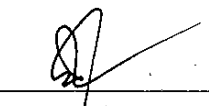
- (c) If DoT desires, after receipt of information set forth in sub-clause (b) to proceed with the Change of Scope, it shall convey the desired option (with or without modification) to the Concessionaire by issuing a Change of Scope Order within 30 days from the date of recommendation made by the authority and thereupon the Parties shall make good faith efforts to mutually agree upon the costs and time for implementing of the same. Upon reaching an agreement relating to such costs and time, DoT shall issue a written confirmation of the Change of Scope and thereupon the Concessionaire shall proceed with performance of such order. In the event, the Parties are unable to agree, DoT may, by issuing a confirmation in writing of such Change of Scope Order, require the Concessionaire to proceed with the performance of the Change in Scope Order pending resolution of such dispute.

6.5.2 A Change of Scope Order will be effective and binding upon issuance of a confirmation of such Change of Scope Order by DoT. Notwithstanding a dispute regarding cost and time for implementation of such Change of Scope Order, the Concessionaire shall proceed with the performance of such Change of Scope Order promptly following DoT's confirmation pursuant to Clause 6.5.1(c). Pending resolution of such dispute, DoT shall pay to the Concessionaire, if the Change of Scope Order involves increase in bill of quantities an amount equal to the costs that are certified by the Registering Authority.

6.5.3 All claims by the Concessionaire pursuant to this Clause 6.5 shall be supported by such documentation as is reasonably sufficient for DoT to determine the accuracy thereof, including invoices from Contractors and certification of such claims by the Statutory Auditors.

For Link Utsav HSRP Private Ltd.

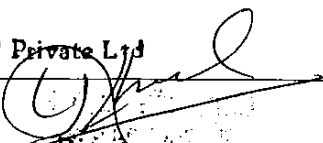
  
Director

  
(आर.सी. जागत)  
परियोजना आयुक्त

7.1 Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event

- (a) earthquake, flood, inundation and landslide
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- (c) fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- (d) acts of terrorism;
- (e) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- (f) action of a Government Agency having Material Adverse Effect including but not limited to
  - (i) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Concessionaire's or the Contractor's rights in Contractor's rights under any of the Project Agreements.
  - (ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and
  - (iii) any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- (g) early determination of this Agreement by DoT for reasons of national emergency, national security or the national interest.
- (h) any failure or delay of a Concessionaire caused by any of the events mentioned in (f) and (g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- (i) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned

  
Director



in this sub-clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

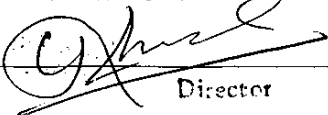
## 7.2 Obligations of the Parties


- (a) As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the DoT and the other Party of the same setting out, inter alia, the following in reasonable detail:
- (i) the nature and extent of the Force Majeure Event;
  - (ii) the estimated duration of the Force Majeure Event;
  - (iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - (iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
  - (v) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- (b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Clause 7.2 (a), the Parties along with the DoT, shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facility in order to:
- (i) assess the impact of the underlying Force Majeure Event,
  - (ii) to determine the likely duration of Force Majeure Event and,
  - (iii) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- (c) The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the Parties may reasonably require.

## 7.3 Performance of Obligations

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

For Link Utsav HSRP Private Ltd.

  
Director

  
(आर. सी. पाठक)  
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- (a) due notice of the Force Majeure Event has been given as required by the preceding Clause 7.2;
- (b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the DoT written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- (e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- (f) any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

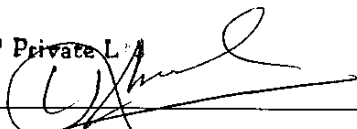
#### 7.4 Termination due to Force Majeure Event


##### (a) Termination

- (i) If a Force Majeure Event, is an event described under Clauses 7.1(a) to 7.1(e) and 7.1(i), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
- (ii) If the Force Majeure Event is an event described in 8.1 (f), 8.1 (g) or 8.1 (h) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement.

Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 8.1 (f), 8.1 (g) or 8.1 (h) subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement.

For Link Utsav HSRP Private Ltd

  
Director

  
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Provided further, DoT may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clauses 7.1(f), 7.1(g) or 7.1(h).

**(b) Termination Notice**

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause 7.4(a) (i) or (a) (ii), it shall issue Termination Notice setting out ;

- (i) in sufficient detail the underlying Force Majeure Event;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof and;
- (iv) any other relevant information.

**(c) 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) the Termination Payment, if any, payable by DoT in accordance with the following clause is paid to the Concessionaire on the Termination Date and
- (ii) The Project Facility is handed back to DoT by the Concessionaire on the Termination Date free from all Encumbrances.

**(d) Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by DoT in accordance with the following:

- (i) If Termination is due to a Force Majeure Event, described under Clauses 7.1(a) to 7.1(e), no Termination Payment shall be made by DoT to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- (ii) If Termination is due to the occurrence of any event described under Clauses 7.1(f) or 7.1(g) or 7.1(h), DoT shall not pay any amount to the Concessionaire.

Provided that the Concessionaire shall pay any amount due and recoverable by DoT from the Concessionaire as on the Termination Date.

- (iii) If Termination is due to the occurrence of any event described under Clause 7.1(i), DoT shall, DoT shall not pay any amount to the Concessionaire.

Provided that the Concessionaire shall pay any amount due and recoverable by DoT from the Concessionaire as on the Termination Date.

#### 7.5 Liability for other losses, damages etc.

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

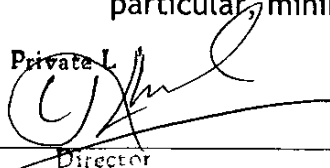
#### 7.6 Change in Law

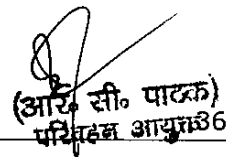
- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- (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.

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 Central or State 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 consequence of a Change in Law, the Concessionaire is obliged to incur additional costs, DoT shall not reimburse any such cost.
- (c) Upon occurrence of a Change in Law, the Concessionaire may, notify DoT 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, minimising the Additional Cost

  
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**8.1 Events of Default**

Event of Default shall mean either Concessionaire Event of Default or DOT 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 Clause 7:


- (i) At any time during the Concession Period, the Concessionaire fails to adhere to the O&M Requirements and has failed to remedy the same within 60 days;
- (ii) 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 ;
- (iii) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- (iv) A resolution has been passed by the shareholders of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;
- (v) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DoT, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;
- (vi) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- (vii) The Concessionaire has abandoned the Registering Premises ;
- (viii) The Concessionaire has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (ix) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days

- (x) The Consortium formed for the purpose of the Project is changed by the Concessionaire without the consent of DoT.
- (xi) If the Concessionaire charged the rates from the owner of the vehicle in excess to the amount quoted as part of its Financial Proposal (Form I & Form II) in accordance with the Schedule 1, the Concessionaire shall be liable to refund the difference in the rates charged and the amount quoted by him as part of its Financial Proposal (Form I & Form II) in accordance with the Schedule 1.
- (xii) The Concessionaire fails to implement corrective action against the customer complaints and the expert committee.
- (xiii) The Concessionaire founds to have continuous rejections in inspection and testing of Registration Plates by Registering Authority/3<sup>rd</sup> party registration.
- (xiv) No process improvement initiative from Concessionaire to ensure no-rejections.
- (xv) The Concessionaire fails to supply the minimum number of HSRP continuously for 30 days. The minimum number means 90% of the number and details along with authority letter provided to the Concessionaire on daily basis.
- (xvi) The Concessionaire delay in execution of the Project Facility.

**(b) DoT Event of Default**

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

- (i) DoT is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- (ii) DoT having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire
- (iii) DoT has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (iv) DoT has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;

  
Director

- (v) Any governmental action not arising out of a breach, default or lapse on the part of the Concessionaire, whereby the Concession/ this Agreement becomes inoperable or takeover by any government agency of the Project/ Project Facilities or any part thereof, thereby causing Material Adverse Effect.
- (vi) Any representation made or warranties given by the DoT under this Agreement has been found to be false or misleading.

## 8.2 Termination due to Event of Default

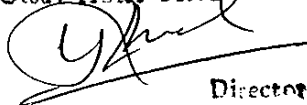
### (a) Termination for Concessionaire Event of Default


- (i) Without prejudice to any other right or remedy which DoT may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, DoT shall be entitled to terminate this Agreement in the manner as set out under Clause 8.2(a)(ii) and Clause 8.2(a)(iii).

Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 8.2(a)(xiv), DoT may immediately terminate this Agreement by issue of Termination Notice in the manner set out under Clause 8.2(c).

- (ii) If DoT decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to DoT in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, DoT shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
- (iii) If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefor, the Concessionaire shall have further period of 30 days ("Cure Period") 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, DOT shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security, if subsisting.

For Link Utsav HSRP Private Ltd

  
Director

  
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**(b) Termination for DoT 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 DoT 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 DoT. Within 30 days of receipt of Preliminary Notice, DoT shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "DoT Proposal to Rectify"). In case of non submission of DoT Proposal to rectify within the period stipulated therefor, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If DoT Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefor, DoT shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however DoT 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 having become entitled to do so decides to terminate this Agreement pursuant to the preceding sub clause (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 30 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

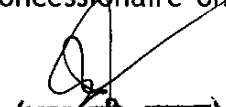
**(d) Obligation of Parties**

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 Facility,
- (ii) the termination payment, if any, payable by DoT in accordance with the following Clause (f) is paid to the Concessionaire on the Termination Date and

For Link Utsav HSRP Private Ltd

  
Director

  
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(iii) the Registering Premises is handed back to DoT by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to DoT.

(e) **Withdrawal of Termination Notice**

Notwithstanding anything inconsistent 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 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.

(f) **Termination Payments on account of DoT Event of Default**

Upon Termination of this Agreement on account of DoT Event of Default, the Concessionaire shall be entitled to revoke the Performance Security, if subsisting.

(g) **Termination Payment in case of Concessionaire Event of Default**

In case of Concessionaires Event of Default, the termination payment shall be calculated as:

|   |
|---|
| <b>Amount = <math>\{(2450 \times R1) + (1050 \times R2)\} \times 6</math></b>   |
| Where,  |
| 2,450= Estimates of number of two wheelers per month  |
| 1,050= Estimates of number of four wheelers per month   |
| R1= shall be user charges per two wheelers applicable at the time of the termination for complete set of registration plates  |
| R2= shall be user charges per four wheelers applicable at the time of the termination for complete set of registration plates |
| 6= estimated number of months lost due to Termination   |

**8.3 Rights of DoT on Termination**

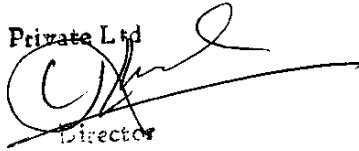
(a) Notwithstanding anything contained in this Agreement, DoT shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project.

  
Director


#### 8.4 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.

For Link Utsav HSRP Private Ltd



Director



(आर. सी. पाठक)  
परिवहन आयुक्त

### 9.1 Ownership

Without prejudice and subject to the Concession, the ownership of the Project Site, and the Registering Premises, including all improvements made therein by the Concessionaire, shall at all times remain that of DoT.

### 9.2 Obligations of Parties

#### (a) Concessionaire's Obligations

- (i) The Concessionaire shall on the date of expiry or Termination of the Concession Period, hand back peaceful possession of the Project Site to DoT free of cost and in good operable condition.
- (ii) At least 12 months before the expected expiry of the Concession Period a joint inspection of the Project Site and Registering Premises shall be undertaken by DoT and Concessionaire. DoT shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of jobs ("Registering Premises Handback Requirements"), if any, to be carried out so as to conform to the O&M Requirements. The Concessionaire shall promptly undertake and complete such jobs at least 3 months prior to the expected expiry of the Concession Period and ensure that the Registering Premises continues to meet such requirements until the same are handed back to DoT.
- (iii) DoT shall, within 15 days of the joint inspection undertaken under preceding clause (ii) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DoT along with the Registering Premises.
- (iv) The Concessionaire hereby acknowledges DoT's rights specified in Clause 8.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.


### 9.3 DoT's Obligations

DoT shall, subject to DoT's right to deduct amounts towards:

- (i) carrying out works/jobs listed, which have not been carried out by the Concessionaire,
- (ii) purchase of items, which have not been handed back to DoT along with the Registering Premises.

For Link Utsav HSRP Private Ltd.

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

## Escrow Account

## ARTICLE 10

### 10.1. Escrow Account

- 10.1.1. The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "Escrow Bank") in accordance with this Agreement read with the Escrow Agreement.
- 10.1.2. The nature and scope of the Escrow Account are fully described in the agreement (the "Escrow Agreement") to be entered into amongst the Concessionaire, the Government, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule-5.

### 10.2. Deposits into Escrow Account

- 10.2.1. The DoT, Government of Uttarakhand shall provide number and details of High Security Registration Plates to be affixed and embossed for each category of vehicles on daily basis to the Concessionaire.
- 10.2.2. The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:
- all funds constituting the Financial Proposal;
  - all revenues from or in respect of the affixing and embossing of High Security Plates, including the proceeds of deposits, capital receipts or insurance claims; and
- 10.2.3. In case, on a particular day, the concessionaire deposits user charges as per clause 6.1 (c) which is less than the number & details of affixing and embossing of High Security Plates as provided by DoT, as per the clause 6.1 (b), the Concessionaire shall pay the amount of Royalty in accordance with clause 6.2 (b) and shall liable to pay the penalty 25% of Number Plate Price per plate against which the user charges has been short deposited.

### 10.3. Withdrawals during Concession Period

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

For Link Utsav HSRP Private Ltd.

Director


(आर. सी. पाठक)  
परिवहन आयुक्त

- a. all taxes due and payable by the Concessionaire for and in respect of the HSRP;
  - b. all payments relating to construction of the HSRP, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
  - c. Royalty, a sum equivalent to 5% of the amount (excluding Commercial Tax and VAT) collected on sale of High Security Registration Plates from Vehicle Owners on monthly basis.
  - d. O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
  - e. O&M Expenses and other costs and expenses incurred by the Government in accordance with the provisions of this Agreement, and certified by the Government as due and payable to it;
  - f. Concession Fee due and payable to the Government;
  - g. monthly proportionate provision of Debt Service due In an Accounting Year;
  - h. all payments and Damages certified by the Government as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan;
  - i. monthly proportionate provision of debt service payments due 10 an Accounting Year in respect of Subordinated Debt;
  - j. any reserve requirements set forth in the Financing Agreements; and
  - k. balance, if any, in accordance with the instructions of the Concessionaire.
- 10.3.2. The Concessionaire shall not in any manner modify the order of payment specified in Clause 10.3.1, except with the prior written approval of the Government.

For Link Utsav HSRP Private Ltd



Director



(भार. सी. पाठक)  
परिवहन आरक्षक

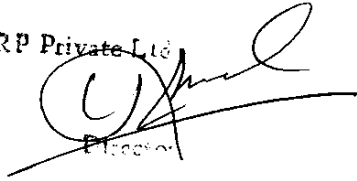
#### 10.4. Withdrawals upon Termination

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

- a. all taxes due and payable by the Concessionaire for and in respect of the HSRP;
- b. all payments and Damages certified by the Government as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan;
- c. retention and payments relating to the liability for defects and deficiencies set forth in Article 11;
- d. outstanding Debt Service including the balance of Debt Due;
- e. outstanding Subordinated Debt;
- f. incurred or accrued O&M Expenses;
- g. any other payments required to be made under this Agreement; and balance, if any, in accordance with the instructions of the Concessionaire.

10.4.2. The provisions of this Article 10 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 10.4.1 have been discharged.

For Link Utsav HSRP Private Ltd

  
Director

  
(अरु. सी. पाठक)  
परिवहन आयुक्त

12/11/2019

**11.1 Suspension upon Concessionaire Default**

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

**11.2 Government to act on behalf of Concessionaire**

11.2.1 During the period of Suspension, the Government shall, on behalf of the Concessionaire, collect all Fare and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Government shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 10.3.

11.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Government for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Government for all costs incurred during such period. The Concessionaire hereby licences and sub-licences respectively, the Government or any other person authorised by it under Clause 10.1 to use during Suspension, all Intellectual Property belonging to or licenced to the Concessionaire with respect to the Project and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

### 11.3 Revocation of Suspension

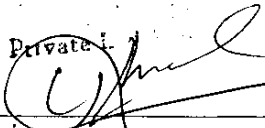
- 11.3.1 In the event that the Government shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Government may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.
- 11.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Government shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

### 11.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Government shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 11.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

### 11.5 Termination

- 11.5.1 At any time during the period of Suspension under this Article 36, the Concessionaire may by notice require the Government to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 10.4, the Government shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 11.
- 11.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 10.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Government upon occurrence of a Concessionaire Default.

  
Director



**12.1 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 sub-clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Transport Commissioner, DoT 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 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 12.2 below.

**12.2 Arbitration**

**(a) Procedure**


Subject to the provisions of Clause 12.1, any dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration Act. 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 Act.

**(b) Place of Arbitration**

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

For Utsav HSRP Private Ltd

  
Director

  
(आरु.सी. पाटिल)  
परिवहन आयुक्त

(c) **English 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.


(d) **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) **Performance during Arbitration**

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

HSRP Private Ltd.



(आर. सी. पाटक)  
परिवहन आयुक्त

**13.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to DoT that:

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (g) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (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) subject to receipt by the Concessionaire from DoT of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Site/ Registering Premises shall pass to and vest in DoT on the Termination Date

- free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or DoT;
- (k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to DoT or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.
- (m) 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 Site, and the information provided by DoT, 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.

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 DoT shall not be liable for the same in any manner whatsoever to the Concessionaire.

### 13.2 Representations and Warranties of DoT

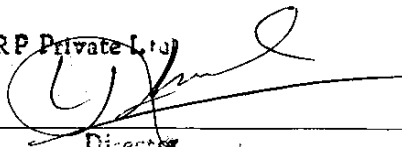
DoT represents and warrants to the Concessionaire that:

- (a) DoT has full power and authority to grant the Concession;
- (b) DoT has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes DoT's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) There are no suits or other legal proceedings pending or threatened against in respect of the Project, Project Site or Registering Premises.

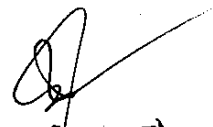
### 13.3 Obligation to Notify Change

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.

For Link Utsav HSRP Private Ltd.



Director



(आर. सी. पाठक)  
परिवहन विभाग

**14.1 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 DoT.
- (b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Site/ Registering Premises, except with prior consent in writing of DoT, which consent DoT shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in sub-articles (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/ 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 and other Project Agreements to or in favour of the Lenders as security for financial assistance provided by them.


**14.2 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 15% per annum from the due date for payment thereof until the same is paid to or otherwise realised 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 Clause shall neither be deemed nor construed to authorise 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.

For Link Utsav HSRP Private Ltd.

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

### 14.3 Governing Law and Jurisdiction

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

### 14.4 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 authorized 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.

### 14.5 Survival

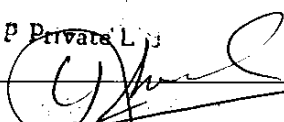
Termination of this Agreement:

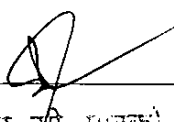
- (a) shall not relieve the Concessionaire or DoT of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve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

### 14.6 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 both the Parties hereto and evidenced in writing.

For Link Utsav HSRP Private Ltd

  
Director

  
(आर. ए. ए. ए. ए.)  
महाराज आर. ए. ए.

## 14.7 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 hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

### If to DoT:

The Transport Commissioner  
Department of Transport (DoT)  
Kulhan, Sahastradhara Road  
Dehradun-248001  
Fax No: 0135-2608108

### If to the Concessionaire:

The Director,  
Link Utsav HSRP (P) Ltd,  
64 C Maharani Niwas,  
Hari Nagar Ashram,  
New Delhi 110 014

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

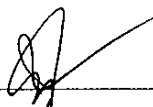
- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

## 14.8 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.

For Link Utsav HSRP Private Ltd.

  
Director



55

(आर. सी. पाठक)  
परिवहन आयुक्त

#### 14.9 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.

#### 14.10 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.

#### 14.11 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.

#### 14.12 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 DoT by:

(Signature)

(Name)

(Designation)

In the presence of :

1)

Sumit Bana  
B-352 Chittaranjan Park  
New Delhi - 110019  
For Link Utsav HSRP Private Ltd.

Director

For and on behalf of CONCESSIONAIRE by:

(Signature)

(PRADEEP KUMAR GOYAL)

2)

Sumita Singh  
JK DY. Transport Commissioner  
Uttarakhand.



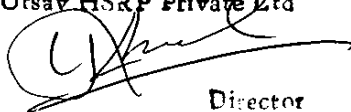
**User Charges**

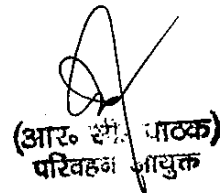
**SCHEDULE 1**

- i. The User Charges applicable shall be as per quoted by the Concessionaire as part of its Financial Proposal (Form 1) which are given below. The rates are exclusive of all taxes, levies and all other charges. The taxes/duties as applicable from time to time will be levied.

| Sl. No. | Item  | Amount Rate in |  |
|---------|---|----------------|--|
|         |   | Figures        | Words  |
|         |   | Yr 1           | Yr 1   |
| 1       | 2   | 3              |  |
| 1.      | Complete set of Registration Plates inclusive of Snap Lock and fixing for two-wheelers- scooters, Motor Cycles and moped.   | 215.78         | Rs Two Hundred Fifteen & Paise Seventy Eight only        |
| 2.      | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for three-wheelers (Passenger and goods) and invalid carriages.                 | 234.96         | Rs Two Hundred Thirty Four & Paise Ninety Six only       |
| 3.      | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for Light Motor Vehicles/ Passenger Cars. (excluding tractors)                  | 373.23         | Rs Three Hundred Seventy Three & Paise Twenty Three only |
| 4       | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for tractors.   | 215.78         | Rs Two Hundred Fifteen & Paise Seventy Eight only        |
| 5.      | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for Medium Commercial Vehicles/ Heavy Commercial Vehicles/ Trailer combination. | 393.87         | Rs Three Hundred Ninety Three & Paise Eighty Seven only  |

For Link Utsav HSRP Private Ltd

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

- ii. The user charges for Supply of Individual Items as Replacement shall be as per quoted by the Concessionaire as part of its Financial Proposal (Form II), which is given below. The rates are exclusive of all taxes, levies and all other charges. The taxes/duties as applicable from time to time will be levied.

| S No | Item (Pair)   | Type / Size                                   | Unit  | Amount Rate in |  |
|------|---|---|-------|----------------|--|
|      |   |   |       | Figures        | Words  |
|      |   |   |       | Yr 1           | Yr 1   |
| 1    | 2   | 3   | 4     | 5              |  |
| 1.   | Complete set of Registration Plates inclusive of Snap Lock and fixing for two-wheelers- scooters, Motor Cycles and moped.   | a. 200mm x 100mm                              | Piece | Rs 95.48       | Rs Ninety Five and Paise Forty Eight Only                  |
|      |   | b. 285mm x 45mm                               | Piece | Rs 96.30       | Rs Ninety Six and Paise Thirty Only                        |
|      |   | c. Snap Lock                                  | Pair  | Rs 24.00       | Rs Twenty Four Only  |
| 2.   | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for three-wheelers (Passenger and goods) and invalid carriages. | a. 200mm x 100mm                              | Piece | Rs 95.48       | Rs Ninety Five and Paise Forty Eight Only                  |
|      |   | b. 3 <sup>rd</sup> Registration Plate Sticker | Piece | Rs 20.00       | Rs Twenty Only   |
|      |   | c. Snap Lock                                  | Pair  | Rs 24.00       | Rs Twenty Four Only  |
| 3.   | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for Light Motor Vehicles/ Passenger Cars(excluding tractors).   | a. 500mm x 120mm                              | Piece | Rs 154.29      | Rs One Hundred and Fifty Four and Paise Twenty Nine Only   |
|      |   | b. 340mm x 200mm                              | Piece | Rs 174.94      | Rs One Hundred and Seventy Four and Paise Ninety Four Only |
|      |   | c. 3 <sup>rd</sup> Registration Plate Sticker | Piece | Rs 20.00       | Rs Twenty Only   |
|      |   | d. Snap Lock                                  | Pair  | Rs 24.00       | Rs Twenty Four Only  |
| 4    | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for tractors.   | 285mm x 45mm                                  | Piece | Rs 96.30       | Rs Ninety Six and Paise Thirty Only                        |
|      |   | 200mm x 100mm                                 | Piece | Rs 95.48       | Rs Ninety Five and Paise Forty Eight Only                  |
|      |   | 3 <sup>rd</sup> Registration Plate Sticker    | Piece | Rs 20.00       | Rs Twenty Only   |

|   |  |  |       |           |  |
|---|--|--|-------|-----------|--|
|   |  | Snap Lock                                  | Pair  | Rs 24.00  | Rs Twenty Four Only  |
| 5 | Complete set of Registration Plates inclusive of Snap Lock, 3 <sup>rd</sup> Registration Plate and fixing for Medium Commercial Vehicles/ Heavy Commercial Vehicles. | 340mm x 200mm                              | Piece | Rs 174.94 | Rs One Hundred and Seventy Four and Paise Ninety Four Only |
|   |  | 3 <sup>rd</sup> Registration Plate Sticker | Piece | Rs 20.00  | Rs Twenty Only   |
|   |  | Snap Lock                                  | Pair  | Rs 24.00  | Rs Twenty Four Only  |

- iii. The rates quoted by the bidder in Financial Bid Form I & II shall remain constant for a period of five (5) years. From 5<sup>th</sup> year onwards the rate quoted by the bidder shall be increased or decreased as per the percentage increase or decrease in Consumer Price Index (CPI).
- iv. The percentage increase or decrease shall be computed through Consumer Price Index (CPI) as under

|   |
|---|
| percentage increase or decrease = $\left\{ \frac{(CPI\ 2 - CPI\ 1)}{CPI\ 1} \times 100 \right\}$  |
| Where:<br>CPI 2 = is CPI for the current year<br>CPI 1 = is CPI for the base year<br>Current Year = is the year for which rates to be paid is being calculated.<br>Base Year = is the year immediately proceeding the current year. |

The year Six would commence from sixty first month from the Commercial Operation Date (COD) as defined in Draft Concession Agreement

For Link Utsav HSRB Private Ltd

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

1. General

- 1.1 The specifications broadly cover the design, manufacture, inspection, testing, delivery to Project Site, storing and handling at Project Site, erection, commissioning and carrying out acceptance test of the Project Facility.
- 1.2 It is not the intent to specify completely herein, all the details of design and construction of the equipment/ Registering Premises. However the Project Facility shall confirm, in all respects, to high standards of engineering, design and workmanship and capable of performing in continuous operations.
- 1.3 The Concessionaire shall comply with the O&M Requirements set out in this Schedule. In doing so, the Concessionaire shall ensure that the Project Facilities are maintained to the standards and specifications as set out in the operating manual and other relevant standards.
- 1.4 The Concessionaire shall take appropriate measures to minimize the manufacturing defect on account of manufacture of number plates
- 1.5 In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will :
1. keep the Project Facilities from undue deterioration and wear;
  2. ensure the safety of personnel deployed for operation & maintenance of facilities like lifts, street lighting, common area lighting etc.
  3. permit unimpaired performance of statutory duties and functions of any party in relation to the Project.
- 1.6 During the Concession Period, the Concessionaire shall ensure that :
- (i) keep the Project Facilities from undue deterioration and wear;
  - (ii) applicable and adequate safety measures are taken;
  - (iii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Registering Premises, due to any of its actions, is minimised;
  - (iv) 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/minimised;

- (v) disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/minimised;
- (vi) members of the public are treated with due courtesy and consideration by its employees/ agents;
- (vii) users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/minimise any adverse consequences by such event or matter;
- (viii) a complaint register to record grievances of any member of the public in relation to the operations of the facility
- (ix) 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.
- (x) the personnel assigned by the Concessionaire shall have the requisite uniform during working hours.

1.7 DoT shall in consultation with the Concessionaire shall develop quality assurance/quality control plan which shall include:

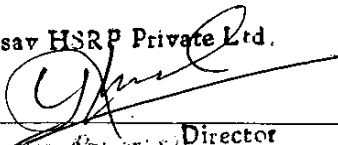
- (i) Sampling test method
- (ii) Inspection and testing of High Security Registration Plates by RTO officer or 3<sup>rd</sup> Party registration.
- (iii) Procedure for rejection or acceptance of batch based on sampling test result.
- (iv) Defects found during sampling.
- (v) Rectification of defects by the Concessionaire
- (vi) Process improvement based on test results.


## 2. Operation and Maintenance Manual and O& M Plans

2.1 The O&M Plan of operations shall inter alia include :

- a) Manufacture the Registration Plates as per the specification laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time and carry out the finishing process for each High Security Registration Plates according to individual numbers and alphabets as allotted by respective Registering Authority.
- b) A detailed plan to appoint individual embossing stations in or/ in proximity of the Registering Authority to ensure proper and easy availability of the High Security Registration Plates.
- c) The High Security Registration Plates will be embossed and be affixed to the Vehicle as per the provisions/process laid down in the rule 50 of Central Motor Vehicles Rules 1989 amended from time to time, only upon the receipt of authentic documentary evidence from the Registering Authority.

For Link Utsav HSRP Private Ltd.

  
Director

  
(आपत्करी पाठक)  
परिवहन आयुक्त

### 3. Maintenance Requirements

#### 3.1 Maintenance Standards

3.1.1 During Operations Period, the Project Facility shall be maintained in accordance with the standards ("Maintenance Standards") set out below :


- a) High Security Registration Plates and the 3rd Registration Plate shall be issued and fixed strictly in the manner prescribed and in accordance with the provision specified in Rule 50 of the Central Motor Vehicle Rules, 1989 and the MOTOR VEHICLES (NEW HIGH SECURITY REGISTRATION PLATES) ORDER, 2001 as amended from time to time, at the premises of the Registering Authority

#### 3.2 Routine Maintenance Activities

3.2.1 In order to ensure smooth and uninterrupted use of the Project Facility during normal operating conditions for all 24 hours of a day, routine maintenance of the Project Facility shall include but not be limited to:

- (i) operation and maintenance of the Project manufacturing unit/units,
- (ii) Scientific disposal of old number plates in a manner not to cause any environmental hazard and risks,
- (iii) replacement of Registration Plates,
- (iv) Supply of right type of registration plate,
- (v) maintenance of the Project Site/Registering Premises in accordance with Good Industry Practice;
- (vi) keeping the Project Site/Registering Premises in a clean, tidy and orderly condition free of litter and debris;
- (vii) removing and disposing of in accordance with all Applicable Laws and Applicable Permits, all rubbish, debris, etc. including any and all equipment, supplies, materials and wastes brought or produced by the Concessionaire;
- (viii) taking all practical measures to prevent damage to the Project Site/Registering Premises ;
- (ix) undertaking maintenance works in accordance with the O & M Plan and O&M Manual;
- (x) preventing, with the assistance of concerned law enforcement agencies/ DOT where necessary, any unauthorised entry to and exit from and any encroachments on the Project Site/Registering Premises ;
- (xi) taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Project Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Applicable Permits.

  
Director

  
(आरु. सी. पाठक)  
परिवहन आयुक्त

- 3.2.2 For routine maintenance works of the Project Facility, the Concessionaire shall generally follow the operational and performance criteria specified in the respective Project Facility as per Norms and Guidelines provided by DoT, Ministry of Transport & Government of India (GoI), or any other guidelines, notifications issued by State Government or Central Government. Where such criteria are not specified in the standards, the Concessionaire, for the purpose of routine maintenance shall set forth such criteria as to conform to good international standards and Good Industry Practice for sound pavement maintenance practices in consultation with the DoT.
- 3.2.3 The Concessionaire shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Project Requirements throughout the Concession Period.
- 3.2.4 All maintenance activities shall be planned and coordinated in such a way that the maintenance works shall generally be done during nights and holidays (if unavoidable) so as to cause least disturbance.

### 3.3 Emergency Maintenance Activities

- 3.3.1 The Emergency Response Protocol (“ERP”) shall be developed by the Concessionaire in consultation with the local police, hospital/ ambulance services, fire departments and other authorities/support personnel and the DoT. This shall be a part of the O&M Manual developed by the Concessionaire.
- 3.3.2 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:
- 3.3.3 In case of Emergency, the Concessionaire shall
- carry out such emergency maintenance and repairs as may be required to repair the damages, if any, in consultation with the DOT 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.
  - follow the relevant operating procedure specified in the O&M Manual including the setting up of temporary traffic cones and lights as well as the removal of obstruction and debris expeditiously.

### 3.4 Safety

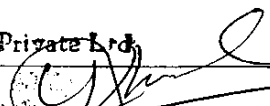
- 3.4.1 The Concessionaire shall make provision for round-the-clock security of the Project Site/ Registering Premises .
- 3.4.2 The Concessionaire shall implement a Safety Management Programme in line with relevant guidelines and shall form a part of the O&M Manual.

### 3.5 Reports

- 3.5.1 The following reports will be submitted by the Concessionaire in the format enclosed:
- a) Computer generated Daily Compliance Report to each Registering Authority as per Annexure I
  - b) Computer generated Monthly Compliance Report to the Transport Department as per the Format at Annexure II
- 3.5.2 The Concessionaire will be supported by enterprise resource planning and management system in a secure mode, to access the information relating to the issuance of High Security Registration Plates in an online real time environment and offer this information to the Transport Commissioner whenever required. The detailed networking plan shall be provided along with details of 'ON LINE' management system and access method relating to the issuance of High Security Registration Plates. Transport Department may use the network established by the Concessionaire for its own purpose. One network connectivity terminal (Centralized for the entire State) would be provided by the Concessionaire, free of cost, to the Transport Department, with access code at designated place to enable the department to access all the information relating to issue of Registration Plates

### 3.6 O & M Manual

- 3.6.1 The O&M Manual prepared by the Concessionaire in consultation with the DOT shall set out the operations and maintenance standards and details of the operations and maintenance activities to be undertaken during the Operations Period, so that the Project Facilities shall at all times conform to the Project Requirements.
- 3.6.2 The O&M Manual shall have separate sections for operations and maintenance.
- 3.6.3 The O&M Manual shall include without limitation the following aspects:
- (i) Organization structure with responsibilities of key personnel;

  
Concessionaire



- (ii) Project Facility Management;
- (iii) Safety Management Programme including the Emergency Response Protocol;
- (iv) Inspection Procedures;
- (v) Maintenance Standards (including Maintenance Intervention Levels);
- (vi) Maintenance Programme;
- (vii) Management information system;
- (viii) Report Formats.

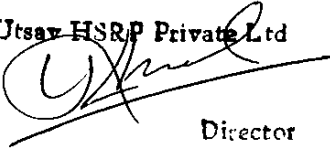
### 3.7 Miscellaneous

3.7.1 The Concessionaire shall maintain an inventory of all items comprised in the Project Facilities (the "Inventory"), in a format to be developed in consultation with the DOT.

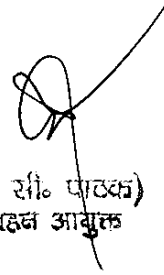
3.7.2 Throughout the Concession Period the Concessionaire shall keep the Inventory updated to take account of works carried out on and other changes made to the Project Facilities.

3.7.3 A copy of the Inventory shall be submitted by the Concessionaire to the DOT within thirty (30) days of receipt of a request for the same.

For Link Utsav HSRP Private Ltd



Director



(आर. सी. पाठक)  
परिवहन आयुक्त

**Performance Security**

SCHEDULE 3

(Performa of Bank Guarantee)<sup>1</sup>

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favor of**

Department of Transport, Government of Uttarakhand, represented by Transport Commissioner and having its office at Kulhan, Sahastradhara Road, Dehradun - 248 001, hereinafter referred to as "DoT", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

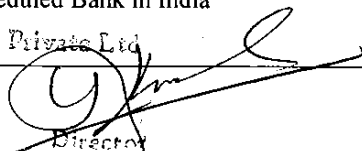
**WHEREAS**


- A. By the Concession Agreement entered into between DoT and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at \_\_\_\_\_ ("the Concessionaire"), the Concessionaire has been granted the Concession to Build, Own and Operate the "facility for manufacturing and supply of High Security Registration Plates (HSRP)" in in the fifteen locations of Uttarakhand for a period of 10 years (hereinafter referred to as "the Project").
- B. In terms of Clause 4.1 of the Concession Agreement, the Concessionaire is required to furnish to DOT , an unconditional and irrevocable bank guarantee for an amount of Rs. 100,000,00.00 (Rupees Hundred Lakhs only ) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :**

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called "the Concessionaire") of all its obligations relating to the Project and in connection with achieving COD by the Concessionaire in accordance with the Concession Agreement.
3. The Guarantor shall, without demur, pay to DOT sums not exceeding in aggregate Rs. 100,000,00.00 (Rupees Hundred Lakhs only ) , within seven (7) calender days of receipt of a written demand therefor from DOT stating that

<sup>1</sup> To be issued by a Scheduled Bank in India  
For Lark Uttoy HSRP Private Ltd

  
Director

  
(आर. सी. पाठक)  
परिवहन आयुक्त

the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by DOT and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, DOT shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by DOT or any indulgence shown by DOT to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DOT or any indulgence shown by DOT, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/ released earlier by DOT in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.


IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by \_\_\_\_\_ Bank  
by the hand of Shri \_\_\_\_\_  
its \_\_\_\_\_ and authorised official.

For Link Utan HSRP Private Ltd.

  
Director

  
(आर० सी० पाठक)  
परिवहन आयुक्त

**Letter of Authorization**

SCHEDULE 4

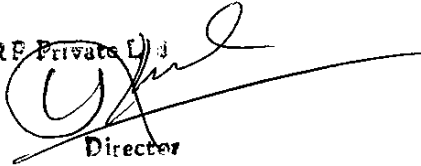
Office of the Transport Commissioner,  
at Kulhan, Sahastradhara Road,  
Dehradun - 248 001

**To Whomsoever It May Concern**

This is to confirm that to pursuant to the Concession Agreement dated 23rd December 2011 entered into between the DOT and Link Utsav HSRP (P) Ltd, the Concessionaire has been authorized to Build, Own and Operate the "facility for manufacturing and supply of High Security Registration Plates (HSRP)" in the fifteen locations of Uttarakhand (hereinafter referred to as "the Project") and for that purpose, to apply for and obtain all approvals, licenses and permits required therein and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

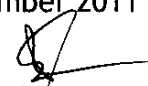
Yours faithfully,

For Link Utsav HSRP Private Ltd



Director

(R C Pathak)  
Transport Commissioner  
23<sup>rd</sup> December 2011



(आर० सी० पाठक)  
परिवहन/आयुक्त



