



National Highways Authority of India
(Ministry of Road Transport & Highways)
Government of India

**REHABILITATION, STRENGTHENING AND FOUR LANING
OF CHENANI TO NASHRI SECTION OF NH-1A FROM KM
89.00 TO 130.00 (NEW ALIGNMENT) INCLUDING 9 KM
LONG TUNNEL (2 LANE) WITH PARALLEL ESCAPE
TUNNEL IN THE STATE OF JAMMU & KASHMIR**

(Package No. : NHDP-Phase-II/BOT/V/J&K)

CONCESSION AGREEMENT

between

National Highways Authority of India

G - 5&6, Sector - 10, Dwarka, New Delhi - 110 075

and

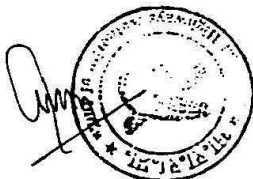
Chenani Nashri Tunnelway Limited

The IL & FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400 051

VOLUME - III

(ANNEXURES)

June, 2010



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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Road Transport and Highways)

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फैक्स / Fax: 91-11-25093507 / 25093514

एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/2/2009/CN/1349

Date 12.11.2009

To

As per tne list

(Bidders who have been pre-qualified in NHAI for Chennani to Nashri Project).

Sub: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir. (Package no. NHDP-Phase-II/BOT/V/J&K)- Reg.

Sir,

With reference to RFQ Applications received up to 22.05.2009 and NHAI letter no NHAI/N-1/11019/2/2009/CN/99 dated 30.09.2009 vide which list of shortlisted bidders has been announced for above mentioned projects as given below in accordance with RFQ document:-

(i)	Larsen & Toubro Ltd.
(ii)	Soma Enterprise Ltd.- Mr. Rajendra Prasad Maganti
(iii)	Ramky Infrastructure Ltd. & Jianguo Provincial Transportation Engineering Group Co. Ltd.- SMS Infrastructure Ltd.- Consortium
(iv)	Hindustan Construction Co. Ltd.
(v)	IL & FS Transportation Networks Ltd.
(vi)	BSCPL Infrastructure Ltd. - C&C Construction Ltd.
(vii)	Gammon Infrastructure Projects Ltd.

2. The above pre-qualified Applicants are required to ensure continuing compliance to the provisions of clause 2.2.1 of RFQ. Please note that the provisions of the RFQ shall apply mutatis-mutandis to this announcement regarding list of pre-qualified bidders.

Contd. on page 2



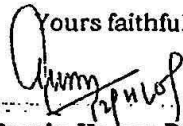
I-1

3. **Bid Stage:** The above pre-qualified bidders are now eligible for participation in the second stage of the bidding process ("the Bid Stage") and sale of RFP in this regard shall commence w.e.f. 16.11.2009 for "Chennani - Nashari section of NH-1A" with last date of submission of BOT Bid as 19.02.2010. The Bidding Documents for the Project will be provided to every eligible Bidder on payment of Rs 5,20,000/- (Rs. Five lakhs and twenty thousand only) for the project and therefore the same may be collected from the address given below:

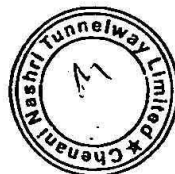
Mr Pravin Kumar Das
General Manager (BOT-IIB)
National Highway Authority of India,
G-5&6, Sector, 10, Dwarka
New Delhi-110075
FAX NO: 011-25074100 (Ext. 2307)
E-MAIL ADDRESS: pkdas@nhai.org

4. The requirement of clause 2.11 and other relevant clauses of RFP regarding submission of bid need to be followed carefully and any mistake in this regard would result in declaring the bidder non responsive and bid security of non responsive bidder may forfeited as per clause 2.20.7 of RFP.

Yours faithfully,



(Pravin Kumar Das)
General Manager (JK&HP)





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एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/RFP/2009/15

Date: 11.02.2010

To

As per the list

(Bidders who have been pre-qualified for respective projects)

Sub.: Undertaking Up-gradation of 264 km of National Highway (NH-1A) in the State of Jammu & Kashmir under NHDP Phase-II on BOT(Annuity) basis - Bid Extension date:-

Sir,

Please find mentioned herewith the Corrigendum No.-2 regarding bid submission dates as indicated below for respective packages in the State of Jammu & Kashmir :

SN	Name of the Package	Bid Submission Date (earlier)	Earlier extended bid date	Read as (New Bid Submission Date)	Name of the qualified bidders
1.	Srinagar- Banihal Section Pkg No: NHDP-Phase-II/BOT/I/J&K)	18.01.2010	19.02.2010	25.02.2010	As per list for Srinagar-Banihal
2.	Ramban to Banihal Section Pkg No NHDP-Phase-II/BOT/III/J&K	20.01.2010	19.02.2010	08.03.2010	As per list for Ramban-Banihal
3.	Udhampur to Ramban Section Pkg No: - NHDP-Phase-II/BOT/IV/J&K).	20.01.2010	19.02.2010	25.02.2010	As per list for Udhampur-Ramban
4.	Jammu to Udhampur Section Pkg No NHDP-Phase-II/BOT/VI/J&K).	18.01.2010	19.02.2010	25.02.2010	As per list for Jammu-Udhampur
5	Quazigund to Banihal Pkg No NHDP-Phase-II/BOT/II/J&K).	15.02.2010	19.02.2010	08.03.2010	As per list for Quazigund - Banihal
6	Chenani to Nashri Pkg No. NHDP-Phase-II/BOT/V/J&K).	19.02.2010	19.02.2010	08.03.2010	As per list for Chenani - Nashri

This issues with the approval of the Competent Authority.

Yours faithfully,


(P.K. Das)

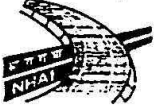
General Manager (JK&HP)



List of Pre-qualified Applicants submitted the RFQ Application for Chenani - Nashri Project

S.No.	Name of company	Address
1.	Larsen & Toubro Ltd.	Larsen & Toubro Ltd. ECC Division, Mount Poonamallee Road, Manappakkam P.B No.979, Chennai - 600 089 Tel: 044-22526000, 22528000 Fax: 044-2249 3317
2.	SOMA Enterprises Ltd. -Mr. Rajendra Prasad Magamti	Soma Enterprise Ltd. 14, Avenue, 41 Banjara Hills, Hyderabad, 500034 Tel 040-66636666, Fax 040-23321286
3.	RAMKY Infrastructure Ltd. & Jiangsu provincial Transportation Engineering Group Co. Ltd.-SMS Infrastructure Ltd. Consortium	RAMKY Infrastructure Ltd. & Jiangsu provincial Transportation Engineering Group Co. Ltd.-SMS Infrastructure Ltd. Consortium RAMKY HOUSE, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad - 500 082, A.P. Phone No. 040-23310091 (30 lines) Fax No.040-23302353 Email: ramky@ramky.com
4.	Hindustan Construction Company Ltd.	Hincon House, LBS Marg, Vikhroli (W) Mumbai - 400083 email: corpcomm@hccindia.com Tel: +91 22 25775959 Fax: +91 22 25794771
5.	IL&FS Transportation Network Ltd.	IL&FS Transportation Network Ltd. IL&FS Financial Centre Plot C-22, G- Block Bandra- Kurla Complex, Bandra (East)- Mumbai Tel 022-26593049, Fax 022-26533295
6.	BSC-C&C Consortium	BSC-C&C Consortium 6-2-913/914, 5th floor, Progressive Towers, Khairatabad, Hyderabad - 500 004 Andhra Pradesh, India. 040-23307704, Fax 040- 2330783
7.	Gammon Infrastructure Project Ltd.	Gammon Infrastructure project Ltd. Gammon House, Veer Savarkar Marg, Prabhadevi, Mumbai-400025; Ph- 022-67444000 Fax 022-67444025





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NHAI/N-1/11019/2/2009/CN/1360

Date 01.12.2009

To

As per the list

(Bidders who have been pre-qualified in NHAI for Chennani to Nashri Project).

Sub: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K)- Addendum No.- I -Reg.

Sir,

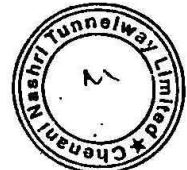
Please find enclosed herewith Addendum No.-I to the Volume-I and II of the RFP for the subject cited project.

Encl.: As above.

Yours faithfully

(P.K. Das)

General Manager (JK& HP)



II-1

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Chenani - Nashri Project**

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4.	Hindustan Construction Company Ltd.	Hindustan Construction Co. Ltd. Hincon House, LBS Marg, Vikhroli (W) Mumbai - 400083 email: corpcomm@hccindia.com Tel: +91 22 25775959 Fax: +91 22 25794771
5.	IL&FS Transportation Network Ltd.	IL&FS Transportation Network Ltd. IL&FS Financial Centre Plot C-22, G- Block Bandra- Kurla Complex, Bandra (East)- Mumbai Tel 022-26593049, Fax 022-26533295
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Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K

ADDENDUM NO. 1

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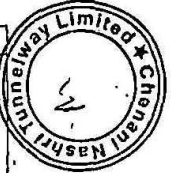
II-3



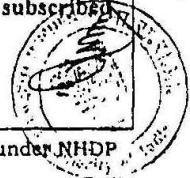
Addendum No.-1- Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A in the State of J&K under NHDP Phase-II.

Amendments in RFP Volume I - Instructions to Bidders



SN.	Clause	As per RFP	As modified
1	2.1.14 & 2-1-14(i)	<p>A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and /or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affecting the Bidding Process, if:</p> <p>(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associates thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or any Associate thereof (or any shareholder thereof having a shareholding of more than 5%(five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than</p>	<p>A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>(i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25%(twenty five per cent) of its paid up and subscribed capital; or</p>



H-II



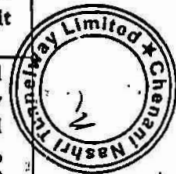
Addendum No.-1- Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A in the State of J&K under NHDP Phase-II.

SN.	Clause	As per RFP	As modified
		<p>5%(five per cent) of the subscribe and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purpose this clause 2.1.14, in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p>	 
2	2.1.14 (vi)	such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project	<p>such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p> <p>Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification</p>

S-II

Addendum No.-1- Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A in the State of J&K under NHDP Phase-II.

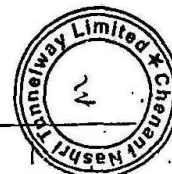
SN.	Clause	As per RFP	As modified
3	2.20.7	<p>The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:</p> <p>a) If a Bidder submits a non-responsive Bid;</p>	<p>stage will be deemed to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document.</p> <p>The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:</p> <p>a) If a Bidder submits a non-responsive Bid;</p> <p>Subject however that in the event of encashment of bid security occurring due to operation of para 2.20.7 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the Bid security.</p>



9-II

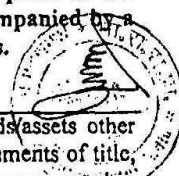


Amendments in RFP Volume II - Draft Concession Agreement



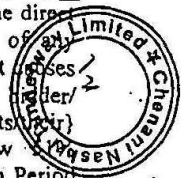
Clause/ Art.	Description	Existing particulars	Amended particulars
Clause 7.1(k)	Representations and Warranties of the Concessionaire	it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of such Equity during the Construction Period;	<p>it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter along with its Associates.</p> <p>Provided further that any such request made under Clause 7.1(k) and/or Art 48, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from lenders.</p>
Clause 40.2(b)	Permitted assignment and charges	mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;	mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, a charge on the Escrow Account, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;

11-7



Addendum No.- I- Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A in the State of J&K under NHDP Phase-II.

Art: 48	"Change in Ownership"	<p>"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof during Construction Period, (ii) 33% (thirty three per cent) thereof during a period of 3 (three) years following COD, and (iii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;</p>	<p>"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below (fifty one per cent) thereof during Construction Period and two years thereafter, provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period two years after COD, shall constitute Change in Ownership;</p>
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8-II

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200

फैक्स / Fax: 91-11-25093507 / 25093514

एक्स. / Extn: 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/RFP/2009/1380

Date:30.12.2009

To

As per the list

(Bidders who have been pre-qualified for respective projects)

Sub.: Undertaking Up-gradation of 264 km of National Highway (NH-1A) in the State of Jammu & Kashmir under NHDP Phase-II on BOT(Annuity) basis - Bid Extension date:-

Sir,

Please find mentioned herewith the addendum No.-2 regarding bid submission dates and Pre-Bid Meeting - II as indicated below for respective packages in the State of Jammu & Kashmir :

SN	Name of the Package	Pre-Bid Meeting (earlier)	Pre-Bid Meeting (proposed)	Bid Submission Date (earlier)	Read as (New Bid Submission Date)	Name of the qualified bidders
1.	Srinagar- Banihal Section Pkg No: NHDP-Phase-II/BOT/I/J&K)	-	-	18.01.2010	19.02.2010	As per list for Srinagar-Banihal
2.	Ramban to Banihal Section Pkg No NHDP-Phase-II/BOT/III/J&K	-	-	20.01.2010	19.02.2010	As per list for Ramban-Banihal
3.	Udhampur to Ramban Section Pkg No: - NHDP-Phase-II/BOT/IV/J&K).	-	-	20.01.2010	19.02.2010	As per list for Udhampur-Ramban
4.	Jammu to Udhampur Section Pkg No NHDP-Phase-II/BOT/VI/J&K).	-	-	18.01.2010	19.02.2010	As per list for Jammu-Udhampur
5	Quazigund to Banihal Pkg No NHDP-Phase-II/BOT/II/J&K).	06.01.2010	18.01.2010	15.02.2010	19.02.2010	As per list for Quazigund - Banihal
6	Chenani to Nashri Pkg No. NHDP-Phase-II/BOT/V/J&K).	07.01.2010	18.01.2010	19.02.2010	19.02.2010	As per list for Chenani - Nashri

This issues with the approval of the Competent Authority.



Yours faithfully,

R.K. Das

General Manager (JK&HP)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
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एक्स. / Extn: 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/2/2009/CN/

Date: 14.01.2010

To

As per the list

(Bidders who have purchased the RFP document for Chenani to Nashri Project).

Sub: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K)- Reply to pre-bid queries-Reg.

Ref.: Pre-Bid Meeting on 22.12.2009.

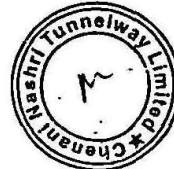
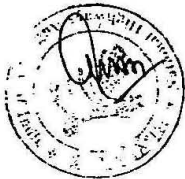
Sir,

Please Find enclosed herewith replies to the queries of Prebid held on 22.12.2009 and Corrigendum/Addendum to Vol-III of Bidding Documents in respect of the subject project.

Encl.: (i) Replies to Prebid queries.
(ii) Corrigendum.

Yours Faithfully

(Akil Ahmad)
Dy. General Manager(JK&HP)



IV-1

Rehabilitation, Strengthening and 4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir Project

In the pre-bid meeting held on 22.12.2009, the queries have been raised on a number of issues in which many of them already stand clarified in the bidding documents including the Draft Concession Agreement. For the purpose of clarity, the following is further clarified in a general manner:

(i) There shall be no change in the Draft Concession Agreement (RFP Volume-II and Volume III) except the Addendum/clarification issued herewith.

(ii) In reply to all queries emanating from DPR, it is stated that the information furnished in the DPR is only for guidance purpose to the bidders. NHAI does not take any responsibility for the correctness or otherwise all the information given in the DPR. Bidders may please note that DPR shall not become part of the concession agreement.

(iii) For the purpose of Clause 2.1.15, the names of the Technical, Financial and Technical advisors to the Authority are as follows:

Technical advisors - M/s Louis Berger Group Inc.
Financial advisors - M/s Credible Management & Consultants Pvt. Ltd.
Legal advisors - M/s M V Kini & Company

The specific issues referred to by the bidders in the pre-bid have been identified and replied to as under:



Signature

Name of the Project: 4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km l with parallel escape tunnel in the State of Jammu & Kashmir Project

(Package No. : NHDP-PHASE-II/BOT/V/I&K)

REPLIES TO PRE-BID QUERIES

General Queries:

Sl No.	Clause	Queries	Reply
1.		This document seems to be pertaining to a Toll road more than an annuity. There are a lot of redundant definitions and references to those in the document. Kindly delete those redundant definitions/part.	No change.
2.		Please give the present land acquisition status of Four laning, especially for service road land.	The notification under J&K land acquisition Act has been done. Acquisition is under progress
3.		Though referred in clause 47.3, format of SSA i.e. a Schedule is missing in tender documents. Kindly provide the Draft of State Support Agreement.	A copy of umbrella State Support Agreement signed by NHAI with the Government of J&K will be provided to the Concessionaire.
4.		Please clarify source of funds that will be available for funding the annuity payment. Will there be any letter of credit or bank guarantee be made available to concessionaire by NHAI considering sensitive nature of State of J&K.	Annuity payment shall be made by NHAI as and when due. The same has been included in the NHAI Financing Plan.
5.	Tunnel Design	We presume that the tunnel system provided in documents/ DPR is only for guidelines and concessionaire has to design the tunnel section as far as the system is constructional and functional.	No change in cross sectional opening and GAD of tunnel. However, Concessionaire is free to adopt any international /IRC provision in case of design of tunnel and its safety provisions.
6.	Pavement	Kindly clarify whether stage construction shall be allowed for the	No stage construction is allowed. The

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
	design	pavement. For strengthening of existing carriageway whether concessionaire can adopt IRC 81-1997 irrespective of new design. Can the Concessionaire design the pavement based on AASHTO instead of IRC.	Concessionaire has to design the carriageway as per schedule D and respective IRC provisions.
	Excise exemption for the Imported Machinery	Please clarify whether the excise exemption shall be granted to the concessionaire or not.	Excise exemption for the imported machinery is provide for the project if the machinery is purchased by the Concessionaire.
8.	Time Extension	considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose.	No change, as per RFP.
9.	Status of Land Acquisition	Kindly inform the status of Land acquisition and Utility Shifting.	Land is already acquired and balance if any shall be handed over to the Concessionaire during construction. Utility shifting wherever required will be done during construction.
10.	Forest Land	Whether any clearance is required from forest department or the proposal is already approved from Forest department.	The environmental clearance is not required and the forest clearance is under process.
11.	Land for dumping excavated muck	Considering huge quantity of excavated material during tunneling, kindly suggest whether there shall be notified dumping areas?	Dumping area is already been identified and Environmental Clearance is in progress, same will be informed to Concessionaire during construction
12.		Requested to provide the drawing in Autocad format. Also requested to provide us general contour drawing of the project area for evaluation of various facility area.	The Autocad Drawing is to be generated by the Concessionaire, indicated drawing is provided.
13.		From the document it is observed that only two portal (North & South Portal) has been considered for tunnel excavation which creates basically two working face for main tunnel. It is requested whether any intermediate adit for excavation was envisaged during DPR stage or the same is not feasible due to topographical reason.	No intermediate adit was envisaged during DPR. However, concessionaire can explore the possibility.
14.		Requested to provide us the details of dumping area, approved Quarry	For Dumping area see Sl. No. 11, Query for

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
		for obtaining rock for aggregate, approved borrow area for soil, area for concessionaire's facility required at construction stage; envisaged in DPR preparation. Also requested to clarify whether the owner has acquired the land for the same.	aggregate, borrow area for soil shall be identified and acquired by the Concessionaire during construction.

RFP Volume I: Instructions to Bidders:

Sl No.	Clause	Queries	Reply
1.	Clause 1.3, Page 11	We request you to extend the Bid Submission date by one month i.e. 19-03-2010.	No change, bid due date is as per RFP.
2.	ITB, Clause 1.1.1, Page 8	<i>Total length of Road= 12 km</i> Length of road- 12 km Requested to clarify the length as in DPR Vol- I, Page 2, the length of project road has been mentioned as 10.4 km	The total length of the road including tunnel length shall be 10.40 km
3.	Clause 2.1.14 (iv), Page 14	(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or This sub-clause should be removed.	No change, as per RFP.
4.	Clause 2.1.15, Page 14	A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary	Legal Consultant : M/s. M.V.Kini & Co. Financial Consultant: M/s Credible Management & Consultants Pvt. Ltd. Technical Consultant: M/s. Louis Berger.

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Replies to Pre-bid Queries

Sl No.	Clause	Queries	Reply
		<p>contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, - including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have hereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.</p> <p>Please clarify who are the legal, financial and technical advisers of the Authority with reference to this Project.</p>	
5.	Clause 2.1.18, Page No. 15	<p>Other Bid Conditions</p> <p>(i) The bidder shall have to submit an undertaking that they will engage experienced EPC contractor/contractors having experience of construction/execution of tunneling work of at least one single tunnel of minimum length of 25% of longest proposed tunnel in this project and aggregate length of 50% of longest proposed tunnel in this project, in last five years; and,</p> <p>Please clarify that construction/execution of any tunnel can be considered.</p>	Yes
6.	Clause 2.8.1, Page 19	<p>Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.</p>	No further change in bid due date.

4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
		Minimum 4 weeks time should be provided for preparation / submission of the RFP, from the date of issue of Response to the Queries.	
7.	Appendix - II, Point No. 4, page no. 37	<p>This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.</p> <p>Please confirm whether 180 days is inclusive of the Bid Due Date or not. For eg. Bid Due Date of this project is 19th February, 2010 as per the Bank calculation Bid validity date 18th August 2010. Please clarify.</p>	Guarantee remains inforce for a period of 180 days from bid due date inclusive of a claim period of 60 days in which bid security may be revoked in case of default.
8.	Appendix-I, b Point No. 16, Page No. 35	<p>I/We acknowledge and undertake that our Consortium was pre-qualified.....</p> <p>The clause should have an option of parenthesis as in the case of single bidder.</p>	As per RFP.



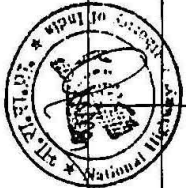
RFP Volume II: Draft Concession Agreement:

Sl No.	Clause	Queries	Reply
1.	DCA, Page 10, Clause 2.1 Scope of the	(a) construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in	The Scope of work is broadly defined in Schedule B and C. Schedule D refers to Standard and Specification. However,

4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Sl No.	Clause	Queries	Reply
	Project	<p>conformity with the Specifications and Standards set forth in Schedule-D;</p> <p>We presume that the scope of work is defined in Schedule B and Schedule C only. Schedule D shall be referred only for Specifications/ Standards and shall not form part of scope of work. Kindly clarify.</p>	<p>any variation in provision in schedule B & C from schedule D, provisions given in schedule D has to be included in Schedule 'B' for compliance of specification and standards given in Schedule-D without any change of scope.</p>
2.	Article 4, Clause 4.1, Page No. 12	<p><u>Conditions Precedent</u></p> <p>Railway GAD approval is considered as Condition Precedent to be satisfied by NHAI.</p> <p>There is a need to have uniformity and like previous CA, State Support agreements should also be added for Condition Precedent to be satisfied by NHAI. "Executed and procured execution of State Support Agreement" should be a conditions precedent of the Authority. The same may please be incorporated in the subject Clause.</p>	<p>No change. As per RFP.</p>
3.	DCA, Page 13, Clause 4.2 Damages for delay by the Authority	<p>In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force-Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</p> <p>Damage for delay in fulfillment of Condition Precedent by Authority i.e. 0.1% of performance security for each day of delay is not sufficient considering that any delay in commencement of Construction activities</p>	<p>As per RFP.</p>

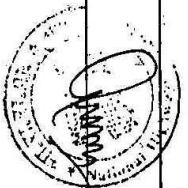


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4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
		have direct bearing on IDC as well as escalation of material which may be huge in comparison to the damage payable by Authority.	
4.	Article 4, Clause 4.3, Page No. 14	<p>Damages for Delay by the Concessionaire In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (One Hundred and Eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force-Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security.</p> <p>Kindly replace that Concessionaire shall pay to the Authority, damages for delay at the rate of 0.1% (Zero Point One Percent) instead of 0.2% (Zero Point Two Percent) for each day's delay until the fulfillment of such Condition Precedent, subject to a maximum 10% (Ten percent) instead of 20% (Twenty Percent)</p>	As per RFP
5.	DCA, Page 14, Clause 4.3 Damages for delay by the Concessionaire	<p>In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfill the obligations under clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.</p> <p>Damage for delay in fulfillment of Condition Precedent by Concessionaire</p>	As per RFP.



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4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Replies to Pre-bid Queries

Sl No.	Clause	Queries	Reply
		i.e. 0.2% of performance security for each day of delay is more compared to the damages paid by the Authority in case of delay in fulfillment of Condition Precedent. The damages shall either be same as of Authority or less than what Authority is paying.	
6.	CA, Page 15, Clause 5.1.4 Obligations of the Concessionaire	The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations set out in this Agreement: (e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement; Request Authority to provide current land acquisition status for the Project Highway.	Land acquisition is under progress under J&K land Acquisition Act. Necessary funds with State Govt. have been deposited.
7.	Article 5, Clause 5.1.4 (e), Page No. 15	<u>Obligation of Concessionaire</u> To make reasonable efforts to facilitate acquisition of land required for the purpose of the agreement. This should be considered under the obligation of the Authority or to be removed from Concessionaire Obligation.	No Change. As per RFP.
8.	Article 6, Clause 6.1, Page No. 20	<u>Obligation of Authority</u> No reference about NHA's obligation to provide Right of Way within committed time frame. It should include this.	No Change. As per RFP.
9.	Article 10, Clause 10.3.4, Page 52	<u>Right of Way</u> 10.3.1 Procurement of site	No Change. As per RFP.

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
		<p>In the event of delay in granting right of way by the Authority, the Authority will pay to the concessionaire damages in a sum calculated at the rate of Rs 50 per day for every 1000 sq.m commencing from the 91st day of the appointed date.</p> <p>And following may be included:</p> <p>"the concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is direct consequence of delay in handing over the site in time."</p>	
10.	CA, Page 32, Clause 10.3.4	<p>The Authority shall make best effort to procure and grant, no later than 90 (ninety) days from the Appointed date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than the Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the concessionaire damages in a sum calculated at the rate of Rs.50 (Rupees fifty) per day for every 1000 (one thousand) square meters or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured.</p> <p>Damages for force majeure events should also be compensated separately.</p> <p>Compensations mentioned is not sufficient enough to meet the losses concessionaire will have to bear, due to increase in IDC and escalation of material we request you to compensate the same by extension of concession period, apart from the compensation as mentioned in the Concession Agreement.</p>	As per RFP.
11.	Article 10, Clause 10.3.6, Page no. 32	<p>The Concessionaire shall,</p> <p>Please confirm whether Provision of Toll Plaza is considered for the Project Highway.</p>	Yes.

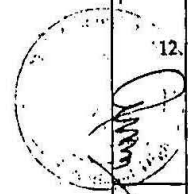


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Sl No.	Clause	Queries	Reply
12.	CA, Page 35, Clause 11.1 Existing utilities and roads	<p>"Notwithstanding anything to the contrary.....Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion."</p> <p>Concessionaire shall assist the agency for construction of such diversion by deploying their resources. However, since such diversion shall be needed for the shifting of utilities, which is the responsibility of Authority only and as such, the cost of diversion/land acquisition including legal proceedings should be borne by Authority.</p>	No Change. As per RFP.
13.	Article 11, Clause 11.2, Page 35	<p><u>Utilities Associated Roads and Trees</u></p> <p>11.2 - The Concessionaire subject to applicable laws and with assistance of NHAI will undertake shifting of utilities and Trees and in the event of delay Concessionaire shall be excused for failure to perform any of its obligations if delay is in the part of concerned entity owning it .</p> <p>Not sufficient, it should also provide that in such case issuance of provisional completion certificate should not be delayed and may be read as:</p> <p>"In the event of delay in shifting of utilities thereof, the concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is direct consequence of delay on the part of the entity owning such utilities and issue of Provisional Completion Certificate shall not be affected or delayed on account of any permission not being granted or unduly delayed by entity owning such Utilities or Trees as the case may be".</p>	No Change. As per RFP.
14.	CA, Page 35, Clause 11.3.1 New utilities	The concessionaire shall allow -----Where such access or use causes any financial loss to the Concessionaire, it may require the user of the site to pay compensation or damages as per	As per RFP.



21-12



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Sl No.	Clause	Queries	Reply
	and roads	<p>applicable laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.</p> <p>Clause is ambiguous and should be deleted. The responsibility should be of Authority only as User are not at all concerned with the Progress of the Project and are not covered with any Agreement to pay any compensation/damages to Concessionaire for any delay in shifting of utilities.</p> <p>Otherwise please inform the logistics and methodology for compensation payment by User to Concessionaire as there is no mention in the agreement in this regards.</p>	
15.	CA, Page 36, Clause 11.4 Felling of Trees	<p>The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authorityon the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority, and in the event of any felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p> <p>Authority is in better position to obtain the necessary approval being a Govt. Organization. However Concessionaire can assist the Authority in all possible manners for the same.</p> <p>We presume that the cost of felling of trees shall include disposal of the same and handing over of the trees to forest department/ Authority and cost of the same shall be borne by Authority.</p>	As per RFP.

D-13



4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
		Please Clarify	
16.	CA, Page 38, Clause 12.3 (e)	No review and/or observation of the Independent Engineer and /or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner; In case of any modification suggested by Independent Engineer on the design and drawing submitted by Concessionaire resulting into design related defects/ damage the liability and obligation of the concessionaire should be relaxed, and if any defects observed due to the above suggestion; the concessionaire shall not be made solely responsible.	No Change. As per RFP.
17.	CA, Page 38, Clause 12.4.1 Two/ Four Laning of the Project Highway	We understand that the Scope of Work for the Project is restricted to Schedule B&C. And the scheduled Two/ Four laning date for completion is 1825th day from the appointed date. Please confirm.	As defined in article 2 of DCA
18.	Article 12, Clause 12.4.2, 12.4.3 & 13.4, Page No. 39	Two/Four-Laning of the Project Highway Kindly include "snow blockages" and " specific terrorist threat on the project/personnel" along with Force Majeure	No Change. As per RFP.
19.	DCA, Page 39, Clause 12.7 Construction of Service Roads by the Authority	"The Authority shall, at any time after the 8th (eighth) anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service lanes on the Project Highway in accordance with the specifications and standards applicable to other district roads (ODRs) in the State. Such construction shall be undertaken without causing undue disruption to traffic and upon its completion, the Concessionaire shall have the obligation to maintain the service lanes in accordance with Good Industry Practice and regulate the use thereof in accordance with the provisions of this Agreement."	No Change. As per RFP.

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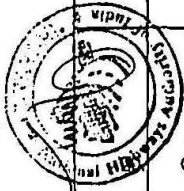
NH-1A



4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Sl No.	Clause	Queries	Reply
		Kindly specify the maximum length of service road to be constructed so that the cost of the maintenance can be taken into account or otherwise the maintenance of the service road shall be removed from the scope of work of the concessionaire.	
	Article 16, Clause 16.3, Page 48	Change of Scope It requires NHAI to release 20% payment within 7 days of issuing Change of Scope order and balance in monthly bills. In practice, Concessionaire is asked to go ahead without formal order to complete the facility in time and hence with no advance. The concessionaire should be asked to start the work only after NHAI issue the change of scope order	No Change. As per RFP.
21.	CA, Page 49, Clause 16.5.1 Power of the Authority to undertake works	"Notwithstanding anything to the contrary contained in Clauses 16.2 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof." This clause needs to be deleted as it is in the interest both the Concessionaire and the Authority to get the works associated with Change of Scope to be done through the Concessionaire.	No Change. As per RFP.
22.	CA, Page 53, Clause 17.4.1(e)	Intervals at which the Concessionaire shall carry out periodic maintenance.	No Change. As per RFP.



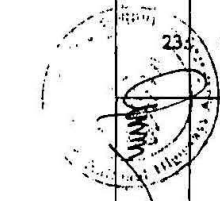
IV-15



4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Sl No.	Clause	Queries	Reply
		As the periodic maintenance is performance related the period/ interval of periodic maintenance cannot be fixed.	
	Article 17, Clause 17.13, Page No.57	Excuse from Performance Obligations	No Change. As per RFP.
	23.	Kindly include "snow blockages" and " specific terrorist threat on the project/personnel" along with Force Majeure	
	CA, Page 57, Clause 17.15 Advertising on the Site &	"The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding shall be visible to the Users while driving on such Highway; provided that this restriction shall not apply to the Toll Plaza, rest areas, bus shelters and telephone booths located on the Project Highway if the advertising thereon does not, in the opinion of the Authority, distract the Users or violates extant guidelines of MoSRTH. For the avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof"	No Change. As per RFP.
	24.	"The Concessionaire shall not permit or allow any advertisement/hoarding or other commercial activity and shall not be entitled to charge, collect or receive any sums on account of any such activity. For avoidance of doubt, the Concessionaire agrees that unless otherwise provided in this Agreement, the Project revenue shall consist of Annuity only"	
	DCA, Page 69, Clause 25.1.2	We understand that under Clause 17.15, Concessionaire can undertake or permit any form of commercial advertising, display or hoarding at the Toll plaza, rest area, bus shelters and telephone booths located on the Project Highway.	
		Please confirm.	



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4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Sl No.	Clause	Queries	Reply
25.	Article 20, Clause 20.4, page No. 61	Recurring expenditure on Police assistance Due to insufficient Police personel & manpower. Kindly allow us to deploy Private Security Personel.	No Change. As per RFP.
26.	Article 23, Clause 23.1, Page No. 64	Appointment of Independent Engineer Appointment of Independent Engineer shall be for a period of 5 years. Kindly consider.	No Change. As per RFP.
27.	Article 23, clause 23.1, Page 64	Independent Engineer CA envisages appointment of Independent Engineer within 90 days of signing of CA In practice, there is almost in each project, considerable delay in appointing Engineer. Though within 90 days NHAI deutes its Project Director with additional responsibility of Independent Engineer without any technical strengthening and PD conveniently withholds review of drawings till Independent Engineer actually takes place. The concessionaire should be given equivalent extension of time if the appointment of Independent Engineer. Is delayed beyond 90days after-signing of Concession Agreement.	No Change. As per RFP.
28.	Article 24, 24.1, Page No. 67	Financial Close Please provide for at least 270 days for Financial Close considering first time Authority is coming with BOT project in the state of J&K and lenders response to funding in this State is yet to be tested.	No Change. As per RFP.
29.	Article 25, Clause 25.1.2, Page No. 69, Clause 17.15	Concessionaire's Obligation Please clarify whether advertisement/hording will provide on Toll Plaza, Bus Shelters, Rest Area etc.	Yes, as per clause 17.15 of DCA.
30.	Article 28,	Bonus in Annuity on account of early Project Completion	No Change. As per RFP.

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
	Clause 28.1.3, Page No. 74	The number of days by which COD preceded the Scheduled Two/Four Laning Date, Shall also include ... Kindly include "snow blockages" and " specific terrorist threat on the project/personnel" along with Force Majeure (Political Event)	
31.	Article 28, Clause 28.2.3, Page No. 74	Reduction in Annuity on account of delayed Project Completion The number of days by which COD exceeded the scheduled Two/Four Laning Date,..... Kindly include "snow blockages" and " specific terrorist threat on the project/personnel" along with Force Majeure	No Change. As per RFP.
32.	Article 28, 28.4, Page No. 75 & Schedule K	Annuity Payment Please adequately insert in Clause 28.4 and respective Schedule that in case of continuous Terrorist Threat & extreme weather conditions such as snow fall which is clearly nothing to do Concessionaire performance, no reduction in Annuity Payment will be made on ground of reduced Assured Lane Availability in some months.	No Change. As per RFP.
33.	Article 28, Clause 28.4.2, Page No. 75	Reduction in Annuity on account of non adherence t Maintenance Requirements For every 1% (One percent) fall in Actual Lane Availability, or a part thereof ,.... 1. There should be no reduction in annuity in case of actual lane availability getting reduced on account of adverse climate, snow blockage or specific terrorism activity or threat. 2. Maintenance period of 10% of lane availability should be netted out before arriving at the assured lane availability	No Change. As per RFP.

4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

SI No.	Clause	Queries	Reply
34.	Clause 31.2 (b), Page 78	<i>All Fee and any other revenues from or in respect of the Project Highway, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and</i> It is difficult to understand why "rentals" has been added and how It is relevant. Please clarify.	No Change. As per RFP.
35.	Article 34, Clause 34.2, Page No. 86	Non-Political Event Kindly include "snow blockages" under non-political events along with adverse weather conditions	No Change. As per RFP.
36.	Article 34, Clause 31.11, page No. 90	Excuse from Performance of obligation Kindly include "snow blockages" and " specific terrorist threat on the project/personnel" along with Force Majeure	No Change. As per RFP.
37.	Article 35, Clause 35.2, Page No. 91	Compensation for Breach of Agreement In the event NHAI being in material default or breach of CA after-appointed date, It shall pay to Concessionaire compensation for all direct cost suffered. Material Default need to be defined and particularly should include land acquisition defaults.	No Change. As per RFP.
38.	DCA, Page 91, Clause 35.3 Extension of Concession Period	Subject to the provisions of clause 35.6, in the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay in achieving COD, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed. Since COD is not a fixed date, It is impossible to assess the period of delay in achieving COD. Therefore the clause may be revised as follows:	No Change. As per RFP.

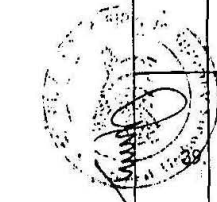


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4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

Sl No.	Clause	Queries	Reply
		In the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay, the Authority shall, in addition to payment of compensation under Clause.35.2, extend scheduled four laning date by a suitable time period due to above delay.	
	Article 37, Clause 37.2, Page No. 98	Termination for NHAI Default Specific Events which constitute NHAI default not properly defined Delay in handing over of land should come as ground for termination on account of NHAI default	No Change. As per RFP.
40.	DCA, Page 98, Clause 37.3.1	Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to the discounted value of future annuity payments, the discounting factor applied being the then SBIPLR +(Plus)3% less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to the Completion Date. Request Authority to include Termination payment on account of Concessionaire Event of Default during the Construction Period as part or substantial part of the Project Assets shall be created based on the funding provided by the Lenders.	No Change. As per RFP.
41.	Clause 38.1 (f), Page 101	execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Highway, including manufacturers' warranties in respect of any plant or	Yes, as per RFP.



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4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Sl No.	Clause	Queries	Reply
		equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and Please clarify why the Authority should require the rights & titles to manufacturers' warranties in respect of any plant or equipment.	
42.	Article 40, Clause 40.2, Page No. 107	Dealing with assignment and charges should be amended to allow the creation of charges in favour of the lenders in relation to the Escrow Account, receivables and assignment of rights of Concessionaire in favour of lenders etc, in order to help securing financing.	No, change. As per RFP.
43.	Article 48, Definitions	CA Definitions "Book Value" Article 34.9 and 37.3 of CA are referring to the Termination Payment for Non Political Event. Please provide the definition of Book Value.	No Change. As per RFP.
44.	Article 48, Definitions, Page No. 138	CA Definitions "Termination Payment" In the CA Definition "Termination Payment" refer to 'Adjusted Equity' and 'Debt Due'. Please clarify whether the termination payment for Force Majeure will consider "Adjusted Equity and debt Due"	No Change. As per RFP.

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RFP Volume III: Schedules:

S No.	Clause	Queries	Reply
1.	Schedule B, Annex-I, page B-2 Escape Tunnel	Please clarify whether the min. vertical clearance of 2.5m is appropriate, because as per cross section there are vehicular exit outlets provided at every 1.2km.	For Escape tunnel vertical clearance mentioned is appropriate

4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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Replies to Pre-bid Queries

2.	Schedule B, Annex-I, page B-2 Cross Sections	Please clarify whether the cross sections and the crust thickness provided in soft copy are binding on concessionaire or the concessionaire shall design the crust based on traffic studies?	Cross section of tunnels are binding. Specifications of work shall conform to schedule D and IRC Manual.
	Schedule B, Annex-I, page B-3 Drainage System	Please clarify whether the drainage system shown in the soft copy are binding on concessionaire or it shall be as per site condition, because at the location where hard rock is available on hilly side open drain can be given instead of stone masonry drain as shown in drawing.	No Change, As per RFP
	Schedule B, Appendix B VII, page B-17 Minor Bridges	Since the project is DBFOT the span arrangement and structure type shall not be binding on concessionaire and concessionaire should be allowed to submit their own design within the codal provisions and specifications.	The Concessionaire can adopt different design of structure excluding tunnel subject to the approval of IC/NHAI and in conformity with IRC Manual
5.	Schedule B, Appendix B IX, page B-19 Slope Protection Works	The type of slope protection to be provided on hill side is not given in the details, Also we presume that if any extra length provided for slope protection on valley side or hill side shall be considered in change of scope.	Please refer Corrigendum
6.	Schedule C, Annex - I, page C-2 (a) Toll Plazas	Please clarify no. of toll lanes to be provided. Being a annuity project, toll plaza O&M is not in the scope of concessionaire. Hence toll plaza works should exclude toll equipments, which the toll operators installs as per its own requirements. Also electricity bill should be excluded from scope of concessionaire, since O&M of toll plaza is not in the scope of concessionaire.	Toll Plaza is to be constructed by the Concessionaire and to be maintained as per schedule K of DCA.
7.	Schedule C, Annex - I, page C-2 (g) Truck Lay byes Lay byes shall be provided every 1.2km on each side	We presume that this clause is mentioned for lay byes in tunnel at every 1.2km and not for truck lay byes, please clarify	Yes it is lay byes in tunnel

4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

8.	Schedule C, Annex - 1, page C-2 (h) Bus byes and Bus Shelters Bus byes and Bus Shelter shall be provided at as per requirement and as decided by NHA/IC	Please provide the no. of bus byes and bus shelters to be provided on project road as it has a financial impact in the costing. Locations can be decided later by NHA/IC.	As given in plan and profile.
9.	Schedule G, page G-1 Project Completion Schedule	We presume that page G-4 in project completion schedule is a typographical mistake and shall be deleted, please confirm	Please refer to Corrigendum.
10.	Schedule I, Page I-1 Riding Quality Test	Maximum permissible roughness limits in Schedule I, Schedule K & Four laning Manual does not match, please confirm the permissible limits to be followed.	As per schedule I and IRC Manual.
11.	Appendix C-1	Truck Lay Byes, Bus-byes LHS/ RHS need to be provided with the chainage for Truck Lay Byes, bus-byes.	As given in the plan and profile.
12.	Clause 4.2.3.1, Page No. 8	Cement Content In the said clause minimum cement content has been defined Please clarify whether the contractor can optimize the cement content based on strength and other parameters.	As per RFP, no change.
13.	Clause 4.2.2.1, Page No. AI-31	Cement Type Requested to clarify whether the contractor can use PPC/PSC in works as nowadays PPC/ PSC cement is easily available.	As per RFP, no change.
14.	Clause 7.2.1, Page No. AI-61	F5 Type Finish Please provide the details of F5 Type finish.	As per DIN 18218 specification.

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

15.	Clause 7, Page No. L-4	Safety fund Cost & Expenses. Requested to clarify how the same fund will be created.	Safety fund will be created by NHAI.
16.	Clause 1, Page No. C-1	Project Facility area The concessionaire shall construct project facilities. Requested whether the owner will provide land/ROW for the same.	Land/ROW wherever required will be provided by the Authority.
17.	Clause 3.2.16, Page No. AI-27	Site Traffic on Invert support No site traffic shall be allowed to run on unprotected invert structure, temporary or final concrete. Structures as such will be protected against destruction by backfilling with suitable excavated material Requested to review as the backfilling with excavated material on final concrete may clog the drainage system & also create more dust for permanent ventilation. Keeping in view of the project construction period as well as availability of two faces only, the requirement to run construction traffic over finished invert is very much essential. Requested to review the said clause.	As per RFP.
18.	Clause 4.2.2, Page No. AI-29	Aggregate Aggregates for concrete/ shotcrete. Requested to clarify whether the excavated rock is suitable for crushing to make aggregates	As per RFP.
19.	Drawing for Roads	Tunnel length In the drawing for Road works (Drawing No- LBG/BQ167/DPR/II/ SB/001, 002,01,011) the main tunnel starts at RD 1500 m & finishes at RD 10,000 m. The main tunnel length specified in the drawing has been mentioned as 8930 m.. Similar for escape tunnel length. Requested to clarify the length of main and escape tunnel	As per RFP.

4- laning of Chenani to Nashri section of NH-1A from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Project

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20.	Drawing for Tunnel	<p>Tunnel Section</p> <p>In the drawing for Tunnel works(Drawing No-LBG/BQ167/DPR/II/ TU/027.2,) Escape tunnel section with lay bay has been mentioned</p> <p>In the drawing for Tunnel works(Drawing No-LBG/BQ167/DPR/II/ TU/027.2,) Escape tunnel section with lay bay has been mentioned where as in layout drawing of escape tunnel , no such lay bay has been shown. Please clarify.</p>	As per RFP.
21.	Drawing for Tunnel	<p>Layout drawing</p> <p>Rock Column between main tunnel and escape tunnel i.e. parallel distance between main tunnel and escape tunnel</p> <p>PI provide as the same is not mentioned in layout drawing</p>	As per RFP, see plan and profile drawing.
22.	Schedule K, Annex II, Page No. K-8	<p>Assured Lane Availability</p> <p>Please consider 90% instead of 98% of Assured Lane Availability Section that in case of extreme weather conditions such as continuous Terrorist Threat & snow fall which is clearly nothing to do Concessionaire performance; no reduction in Annuity Payment will be made on ground of reduced Assured Lane Availability in some months.</p>	As per RFP.
23.	Clause. 12, Schedule-C, Page G-3 & G-4,	<p>Project Milestone Schedule</p> <p>Please modify & issue the Project Milestone Schedule.</p>	Please refer to Corrigendum.



IV-25



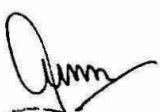

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Project: 4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir Project

Corrigendum

Corrigendum

Sno	Particulars	Page No.
1.	Corrigendum for RFP Volume III (Schedules)	2

REQUEST FOR PROPOSALS
(Volume III – Schedules)

Corrigendum 1

Schedule 'G' shall be read as given below:

SCHEDULE -G
(See Clause 12.1)

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled Four-Laning Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify the Authority of such compliance alongwith necessary particulars thereof.

2 Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the 180th (one hundred and eightieth) day from the Appointed Date (the "Project Milestone-I").

2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commenced construction of the Project Highway and expended not less than 10% (ten per cent) of the total capital cost set forth in the Financial Package.

3 Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the 365th (three hundred and sixty fifth) day from the Appointed Date (the "Project Milestone-II").

3.2 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have commenced construction of all bridges and expended not less than 20% (twenty per cent) of the total capital cost set forth in the Financial Package.

4 Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the 550th (five hundred and fiftieth) day from the Appointed Date (the "Project Milestone-III").

4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 136.40 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir Project



4.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 30% (thirty per cent) of the total capital cost set forth in the Financial Package.

5. Project Milestone-IV

5.1 Project Milestone-IV shall occur on the date falling on the 730th (seven hundred and thirtieth) day from the Appointed Date (the "Project Milestone-IV").

5.2 Prior to the occurrence of Project Milestone-IV, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 40% (forty per cent) of the total capital cost set forth in the Financial Package.

6. Project Milestone-V

6.1 Project Milestone-V shall occur on the date falling on the 925th (Nine hundred and twenty fifth) day from the Appointed Date (the "Project Milestone-V").

6.2 Prior to the occurrence of Project Milestone-V, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 50% (fifty per cent) of the total capital cost set forth in the Financial Package.

7. Project Milestone-VI

7.1 Project Milestone-VI shall occur on the date falling on the 1105th (One thousand One hundred and fifth) day from the Appointed Date (the "Project Milestone-VI").

7.2 Prior to the occurrence of Project Milestone-VI, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 60% (sixty per cent) of the total capital cost set forth in the Financial Package.

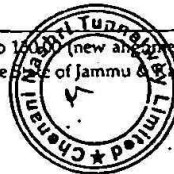
8. Project Milestone-VII

8.1 Project Milestone-VII shall occur on the date falling on the 1285th (One thousand two hundred and eighty fifth) day from the Appointed Date (the "Project Milestone-VII").

8.2 Prior to the occurrence of Project Milestone-VII, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 70% (seventy per cent) of the total capital cost set forth in the Financial Package.

9. Project Milestone-VIII

9.1 Project Milestone-VIII shall occur on the date falling on the 1465th (One thousand Four hundred and sixty fifth) day from the Appointed Date (the "Project Milestone-VIII").



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9.2 Prior to the occurrence of Project Milestone-VIII, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 80% (eighty per cent) of the total capital cost set forth in the Financial Package.

10. Project Milestone-IX

10.1 Project Milestone-IX shall occur on the date falling on the 1645th (One thousand six hundred and forty fifth) day from the Appointed Date (the "Project Milestone-IX").

10.2 Prior to the occurrence of Project Milestone-IX, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 90% (ninety per cent) of the total capital cost set forth in the Financial Package.

11. Project Milestone-X

11.1 Project Milestone-X shall occur on the date falling on the 1825th (One thousand eight hundred and twenty fifth) day from the Appointed Date (the "Project Milestone-X").

11.2 Prior to the occurrence of Project Milestone-X, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 100% (hundred per cent) of the total capital cost set forth in the Financial Package.

12. Scheduled Four-Laning/Tunnel Completion Date

12.1 Scheduled Date for Four Laning and Tunnel Completion shall occur on the 1825th (One thousand eight hundred and twenty fifth) day from the Appointed Date.

12.2 On or before the Scheduled Project Completion Date, the Concessionaire shall have completed the Four Laning Project Highway and Tunnel in accordance with this Agreement.

13. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Four Laning/Tunnel Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.



RL

Instead of

SCHEDULE -G

(See Clause 12.1)

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled [Two/Four-Laning] Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify the Authority of such compliance alongwith necessary particulars thereof.

2. Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the 180th (one hundred and eightieth) day from the Appointed Date ("Project Milestone-I").

2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commenced construction of the Project Highway and expended not less than 10% (ten per cent) of the total capital cost set forth in the Financial Package.

3. Project Milestone - II

3.1 Project Milestone-II shall occur on the date falling on the 365th (Three hundred sixty fifth) day from the Appointed Date (the "Project Milestone-II").

3.2 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have commenced construction of all bridges and expended not less than 20% (twenty per cent) of the total capital cost set forth in the Financial Package.



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4. Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the 550th (Five hundred and fiftieth) day from the Appointed Date (the "Project Milestone-III").

4.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 30% (thirty per cent) of the total capital cost set forth in the Financial Package.

5. Project Milestone-IV

5.1 Project Milestone-III shall occur on the date falling on the 730th (seven hundred and thirtieth) day from the Appointed Date (the "Project Milestone-III").

5.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 40% (forty per cent) of the total capital cost set forth in the Financial Package.

6. Project Milestone-V

6.1 Project Milestone-III shall occur on the date falling on the 925th (Nine hundred and twenty fifth) day from the Appointed Date (the "Project Milestone-III").

6.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 50% (fifty per cent) of the total capital cost set forth in the Financial Package.

7. Project Milestone-VI

7.1 Project Milestone-III shall occur on the date falling on the 1105 (One thousand One hundred and fifth) day from the Appointed Date (the "Project Milestone-III").

7.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 60% (sixty per cent) of the total capital cost set forth in the Financial Package.



8. Project Milestone-VII

8.1 Project Milestone-III shall occur on the date falling on the 1285 (One thousand two hundred and eighty fifth) day from the Appointed Date (the "Project Milestone-III").

8.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 70% (seventy per cent) of the total capital cost set forth in the Financial Package.

9. Project Milestone-VIII

9.1 Project Milestone-III shall occur on the date falling on the 1465 (One thousand Four hundred and sixty fifth) day from the Appointed Date (the "Project Milestone-III").

9.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 80% (eighty per cent) of the total capital cost set forth in the Financial Package.

10. Project Milestone-IX

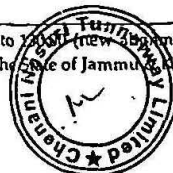
10.1 Project Milestone-III shall occur on the date falling on the 1645 (One thousand six hundred and forty fifth) day from the Appointed Date (the "Project Milestone-III").

10.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 90% (ninety per cent) of the total capital cost set forth in the Financial Package.

11. Project Milestone-X

11.1 Project Milestone-III shall occur on the date falling on the 1825 (One thousand eight hundred and twenty fiftieth) day from the Appointed Date (the "Project Milestone-III").

11.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than



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100% (hundred per cent) of the total capital cost set forth in the Financial Package.

12. Scheduled Four-Laning/Tunnel Completion Date

12.1 Scheduled date for Four Laning and Tunnel completion shall occur on the 1825 (One thousand eight hundred twenty five) day from the Appointed Date.

12.2 On or before the Scheduled Project Completion Date, the Concessionaire shall have completed the Two/Four Lane Project Highway and tunnels in accordance with this Agreement.

2 Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the [180th (one hundred and eightieth)] day from the Appointed Date (the "Project Milestone-I").

2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commenced construction of the Project Highway and expended not less than 10% (ten per cent) of the total capital cost set forth in the Financial Package.

3 Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the [365450th (threeFour hundred and sixty fifthfiftieth)] day from the Appointed Date (the "Project Milestone-II").

3.2 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have commenced [construction of all bridges and expended not less than 35% (thirty five per cent)] of the total capital cost set forth in the Financial Package.

4 Project Milestone-III

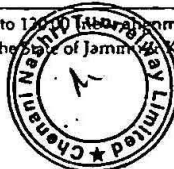
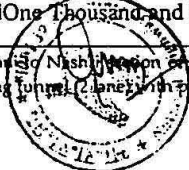
4.1 Project Milestone-III shall occur on the date falling on the [5750th (fiveSeven hundred and fiftieth)] day from the Appointed Date (the "Project Milestone-III").

4.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced [construction of all Project Facilities and expended not less than 70% (Seventy per cent)] of the total capital cost set forth in the Financial Package.

5 Scheduled [Four-Laning] Date

5.1 The Scheduled [Four-Laning] Date shall occur on the [6501095th (six hundredOne Thousand and fiftiethNinety Fifth)] day from the Appointed Date.

4- laning of Chenab to Nashik section of NH-1A, from km 89.00 to 120.00 (Interchange) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir Project



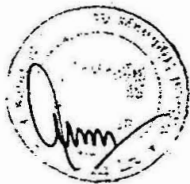
IV:-33

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5.2 On or before the Scheduled [Four-Laning] Date, the Concessionaire shall have completed [Four-Laning] in accordance with this Agreement.

6.13 Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled [Two/Four-Laning] Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.



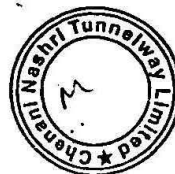
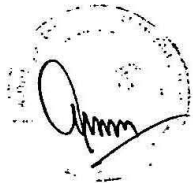
Name of the Project: 4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00(New alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel In the State of Jammu & Kashmir Project

Replies to the queries of Prebid held on 24-12-2009

CORRIGENDUMS & ADDENDUMS (January 2010)

Contents

Sl. No.	Particulars	Page No.
1	Corrigendum for RFP Volume III (Schedules)	2



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RFP VOLUME - III: Schedules

Corrigendum I (a)

Table of Appendix-BIX, C) Hill Side shall be replaced as below, in place of C) Hill Side given in page no. B - 19 of Schedule B

Appendix B IX

C) Hill Side



From (Km)	To (Km)	Length, m	Type of wall
	300	300	Stone Masonry Revetment
300	440	140	Rocknet + 30 % shotcrete
440	560	120	Stone Masonry Revetment
560	600	40	Turfing
600	900	300	Rocknet + 30 % shotcrete
900	960	60	Turfing
960	1,040	80	Rocknet + 30 % shotcrete
1,040	1,120	80	Stone Masonry Revetment
1,120	1,160	40	Bridge
1,160	1,200	40	Turfing
1,200	1,360	160	Rocknet + 30 % shotcrete
1,360	10,310	8950	Tunnel
10,310	10,700	390	Rocknet + 30 % shotcrete

98-II



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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/2/2009/CN/146

Date: 05.02.2010

To

As per the list

(Bidders who have purchased the RFP document for Chenani to Nashri Project).

Sub: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K)- Reply to pre-bid-II queries-Reg.

Ref.: Pre-Bid Meeting -II on 18.01.2010.

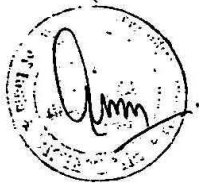
Sir,

Please Find enclosed herewith replies to the queries of Pre-bid meeting-II held on 18.01.2010 in respect of the subject project.

Yours Faithfully

Encl.: Replies to Prebid queries.

(Akil Ahmad)
Dy. General Manager(JK&HP)



V-1

Rehabilitation, Strengthening and 4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) of NH-1A including 9 km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir Project

In the pre-bid meeting held on 18.01.2010, the queries have been raised on a number of issues in which many of them already stand clarified in the bidding documents including the Draft Concession Agreement. For the purpose of clarity, the following is further clarified in a general manner:

- (i) There shall be no change in the Draft Concession Agreement (RFP Volume-II and Volume III) except the Addendum/clarification issued herewith, if any.
- (ii) In reply to all queries emanating from DPR, it is stated that the information furnished in the DPR is only for guidance purpose to the bidders. NHAI does not take any responsibility for the correctness or otherwise all the information given in the DPR. Bidders may please note that DPR shall not become part of the concession agreement.
- (iii) For the purpose of Clause 2.1.15, the names of the Technical, Financial and Technical advisors to the Authority are as follows:

Technical advisors - M/s Louis Berger Group Inc.
Financial advisors - M/s Credible Management & Consultants Pvt. Ltd.
Legal advisors - M/s M V Kini & Company

The specific issues referred to by the bidders in the pre-bid have been identified and replied to as under:



IV-2

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NAME OF THE PROJECT: REHABILITATION, STRENGTHENING AND FOUR LANING OF CHENANI TO NASHRI SECTION OF NH-1A FROM KM 89.00 TO KM 130.00 (NEW ALIGNMENT) OF NH-1A INCLUDING 9 KM LONG TUNNEL (2 LANE) WITH PARALLEL ESCAPE TUNNEL IN THE STATE OF JAMMU & KASHMIR

(Package No.: NHDP-PHASE-II/BOT/V/J&K)

REPLIES TO PRE-BID QUERIES-II

General Queries:

Sl. No.	Clause	Queries	Reply
		Is it possible to have the design (drawings and reports) about the portals? In particular related to temporary retaining structures and streams regimation. It seems that 2 rivers are present at the portals. What are the foreseen measures to manage the water flow in case of heavy rain.	The details of protection works in portal areas are already provided in Technical Schedule B. The other details have been provided in DPR already provided to the bidders.
2.		Are there any quarries for aggregates close to the construction site? What are the characteristics of the aggregates that can be extracted from these zones? What are the quantities of aggregates that can be extracted?	The details regarding queries for aggregate etc. has to be arranged by the bidders. However, the details as per DPR as enclosed herewith for guidance purpose.
3.		Are there any muck disposal areas close to the construction site? Where are these disposal areas located? What is the capacity of the available disposal areas?	Report attached.
4.		Is there any limitation about the usage of explosive for excavation?	As per J&K state regulations and MOEF extant rules.
5.		Is there any limitation about working time in the tunnel construction areas?	As per J&K state regulations
6.		Is it possible to modify the layout of the tunnel? For example using the layout of Per Panjal tunnel or an equivalent one?	No.
7.		Is it possible to have the geomechanical profile in DWG format?	No.
8.		Is it possible to have the BoQ of the Tunnels in Excel format preferably?	No.
9.	LBG/BQ/167 /II/TU/028	What is the width of the clearance profile? Is it 7500mm or 7700mm?	7500mm
10.	LBG/BQ/167 /II/TU/027.2	Where is applied this section type?	At cross passages.
11.	LBG/BQ/167	These section types are valid both for escape tunnel and pedestrian cross-passages?	No.

Rehabilitation, Strengthening and Four Lining of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

Sl No.	Clause	Queries	Reply
	ILTU/027.1		
12.	Various documents	Which is the Patnitop tunnel length? Is it 9200 m or 8980 m? (In the available bid documents both the tunnel length are reported: Volume I Main Report L = 8980 m; Volume II Design Report L = 9200 m; Volume III Electro Mechanical Report L = 9200 m; Volume IVA Highway Drawings L = 8980 m (about); Volume-X Geotechnical Report L = 9200 m)	As per RFP.
13.		Is there any construction planning? Is it possible to have it? 5 years seem to be very low. Is it possible to extend the available time for construction?	As per RFP.
14.		Is it possible to have the drawings in DWG format?	No.
15.	Land for Approach to Tunnel Portals	During site visit, it was learnt that NHAI have not yet identified and acquired land for approach to tunnel portals from existing Roads We request you to clarify if NHAI has identified & acquired land for approach to tunnel portals. We also request you to provide drawings of such land with contours and quantum of area in Hectares etc. Please confirm if such lands will be acquired and will be handed over to Contractor after work award.	The land acquisition as per plan provided is in process and will be handed over to the Contractor.
16.	Land for Dumping	During site visit, it was learnt that NHAI have not yet identified and acquired land for Dumping Tunnel Muck and muck arising out of open excavations. We request you to clarify if NHAI has identified & acquired land for 1) Dumping Yard for Tunnel near South & North Portal of Tunnel. We also request you to provide drawings of such land with contours and quantum of area in Hectares etc. Please confirm if such lands will be acquired and will be handed over to Contractor after work award.	Some Locations for dumping yard for tunnel muck have been identified. Concessionaire has to make his own arrangements for disposal of muck.
17.	Land for facility area	During site visit, it was learnt that NHAI have not yet identified and acquired land for Contractor's Infrastructure e.g. Crushing Plant, Concrete Batching Plant, Hot Mix Plant, Store, Godowns, Workshop etc. We request you to clarify if NHAI has identified & acquired 1) Land for Contractor's Facilities / Infrastructure at South and North Portals of Tunnel. We also request you to provide drawings of such land with contours and quantum of area in Hectares etc. Please confirm if such lands will be acquired and will be handed over to Contractor after work award.	Contractor has to make his own arrangements.
18.	Land for camp	During site visit, it was learnt that NHAI have not yet identified and acquired land for Contractor's camp We request you to provide the details of land if identified by NHAI for	Contractor has to make his own arrangements.

Rehabilitation, Strengthening and Four Lining of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

Sl.No.	Clause	Queries	Reply
		Contractor's Camp for Officers and labourers near South & North Portal of Tunnel. We also request you to provide drawings of such land with contours and quantum of area in Hectares etc. Please confirm if such lands will be acquired before work award and will be handed over to Contractor immediately after work award.	
19.	Construction Power	We request you to clarify if NHAI will provide construction power near south and north portal. Please confirm.	Contractor to arrange for power at both portals.
20.	Discharge Data	We have observed two nallahs/ streams just adjacent to tunnel portal. This area is to be developed as lot of equipments is to be placed near portal. Requested to provide discharge data for this two nallahs so that we can design the protection works for the portal.	HFL minor bridge Chenani-side = 1.2 m below soffit of super-structure HFL minor bridge Nashri side = 10.0 m below soffit of super-structure
21.	Land for approach road to tunnel portal	We have observed that both the portals are located around 25 to 30 m above existing ground / road level. We are also required to develop access road to reach portal. Pl clarify wheather the land for making approach to the portal has been acquired as the above land near portal belongs to forest area.	Land acquisition as per plan & profile is in progress.
22.	Contour map	Requested to provide contour map and the drawing of the tunnel in autocad format	Plan and Profile in AutoCAD format being provided.
23.	NATM Method of Tunneling	Is it mandatory to design tunnel as per NATM	Concessionaire may have his own construction methodology subject to the approval of IE and NHAI.
24.	Geological Sections	Please provide geological section along tunnel length.	Geological data has been provided in the DPR.

RFP Volume I: Instructions to Bidders:

Sl.No.	Clause	Queries	Reply
1.	2.1.7	The Bid Security asked by NHAI is higher than usual, as normally the Bid Security is 1% of the Total Project Cost. Here, the Bid Security demanded is 2%. Also, due to the large size of the project the amount of bid security in absolute terms works out to huge amount of Rs 50.38 Crores. We request you to kindly reduce the Bid Security to 1% of TPC.	No Change. As per RFP

Rehabilitation, Strengthening and Four Lining of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

RFP Volume II: Draft Concession Agreement:

<u>Sl No.</u>	<u>Clause</u>	<u>Queries</u>	<u>Reply</u>
1.	Conditions Precedent Article 4.1.2. Page 12	Kindly make the following changes: "Upon the Performance Security being provided to the Authority in accordance with Article 9, the Authority shall satisfy all of the Conditions Precedent set forth in this Article 4.1.2 within a period of 60 (thirty) days of the furnishing of the Performance Security and the conditions precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) provided to the Concessionaireprior to the Appointed Date; (b) Deleted (c) procured all Applicable permits"	No change as per RFP.
2.	Conditions Precedent Article 4.1.2 (d), Page 12	Any Environmental clearances or permissions to be sort for cutting of trees and forest clearance for usage of forest land and any such other related clearances/ permissions required for the Project should come under the obligation of Authority We request you to replace this clause by the following modified clause: Procured all Applicable Permits relating to environmental protection and conservation of the Site including permission to cutting of trees and forest clearance for usage of forest land. Kindly also clarify what are the Applicable Permits that the Authority shall procure towards environmental protection, conservation of Site, etc	No change as per RFP.
3.	Conditions Precedent Article 4.1.2, last para Page 12	6 months is a very long period which will adversely affect the concessionaire to achieve the COD. Therefore we request to modify the clause as under;- Provided that the Authority may by notice extend, for up to a maximum period of 2(two) months, the period for procuring the approval set forth in Sub-clause(c) and or Sub-clause (d).....	No Change. As per RFP

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9-11



Rehabilitation, Strengthening and Four Lining of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

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Sl.No.	Clause	Queries	Reply
4.	Conditions Precedent Article 4.2, Page 13-14	The right of Termination shall be available to the Concessionaire if such Condition Precedent is not fulfilled within the specified period and extension shall be granted.	As per RFP.
5.	Obligations relating to Project Agreements Article 5.2.4 . Page 16	Kindly modify this provision as under: "The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination due to Concessionaire Event of default."	No change as per RFP.
6.	Sole Purpose of the Concessionaire Article 5.6, Page 19	Upon achieving Commercial Operations for the Project, the obligation of the Concessionaire is limited to the maintenance and operation of the Project Highway. Hence, we request Authority to make the following additions at the end: "which consent shall not be unreasonably withheld after the Commercial Operations Date."	No change as per RFP.
7.	Representations and Warranties of the Authority Article 7.2 (f), Page 24	We request the clause to be modified as under: The Authority represents and warrants to the Concessionaire that: f) it has complied with Applicable Laws;	No change as per RFP.
8.	Right of Way Licence, Access and Right of Way Article 10.2.5 Page 31	We request Authority to make the following amendments: The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the License granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, provided Termination Payments (if applicable) shall have been paid in full, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.	No change as per RFP.
9.	Utilities and roads Article 11.3.2, Page 32	Maintenance of adjoining roads can adversely affect the financial viability of the project. Therefore, maintenance of adjoining roads should not be an obligation of the Concessionaire.	No Change As per RFP Document
10.	New Utilities and Roads Article 11.3.3	Kindly modify the following clause as follows;	No Change As per RFP Document

Rehabilitation, Strengthening and Four Laning of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

Sl No.	Clause	Queries	Reply
	Page 35&36	"The Authority may by notice require the concessionaire to connect, through a paved road.....and maintained by the concessionaire upon Advance Payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by Independent Engineer in consultation with the Concessionaire"	
	Felling of Trees Article 11.4, Page 36	The obligation of obtaining the Applicable Permit for felling of trees & other Clearances related to Ministry of Environment & clearances from the Forest department should be with the Authority and the assistance to be done by the Concessionaire. The Concessionaire will do actual feeling of trees but the permit has to be obtained by the Authority. Thus we request the clause to be modified as follows : The Concessionaire shall assist the Authority in obtaining the Applicable Permits for felling of trees to be identified by the Authority.....deem appropriate	No Change As per RFP Document
12.	Power of the Authority to undertake works Article 16.5.1, Page 49	Kindly modify the clause as: If the change of scope work is awarded through competitive bidding to other party then the Authority will be solely responsible to maintain the additional work and services under change of scope.	No Change As per RFP Document
13.	Operation and Maintenance Article 17.1.1(b) Article 3.1.2	As the Project is Annuity based the Concessionaire can not have an obligation of assisting the Authority for collection and / or appropriation of Fees. Therefore, we request you to modify the clause to be read as under: Allowing the Authority or Authority Contractor(s) in collecting and appropriating the Fee; Kindly delete the sub clause (c) Also, kindly please change the sub clause as follows: (d) allow the Authority or Authority's Contractor(s) in demanding, collecting and appropriate Fee from vehicles and persons liable for payment of Fee for using the Project Highway or any part thereof and refusing entry of any vehicle if the Fee due is not paid;	No Change As per RFP Document

Rehabilitation, Strengthening and Four Lining of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

Sl.No.	Clause	Queries	Reply
14.	Operation and Maintenance Article 17.1.1 (d). Page 51	Kindly clarify provide on what parameters the periodic maintenance has to take place - 1. If at time intervals kindly provide us the time intervals when periodic maintenance has to take place. 2. And If it is to be performance based; kindly provide the parameters for a performance based periodic maintenance. Also, kindly clarify would the Independent Engineer be the deciding authority on whether the parameters are met or not?	No Change. As per RFP Document
15.	Operation and Maintenance Article 17.1.3. Page 52	This imposes additional cost financial burden on the concessionaire. We need some clarity on such structures already situated on the Site but not forming part of the carriageway.	No Change. As per RFP Document
16.	Payment of Annuity Article 27.2.2	The time line in the Annuity Payment Schedule can not be modified due to non - achievement of COD on the Scheduled Four-laning Date. In case of this eventuality the amount to be paid as Annuity to the Concessionaire shall be suitably adjusted for reduction, but to be paid on the same date as per Schedule M. Since Annuity is a fixed sum (without any escalation), any shift in the Annuity Payment Date would have an adverse financial implications. Hence, if any part of the works have not been completed for reasons not attributable to the Concessionaire, then such outstanding works can be de-linked from the COD requirements. Also, it is important that the Annuity payment date be linked to the Scheduled Four laning date, so as to have a uniform period of 6 months for Annuity payment date even in case there is a delay in actual COD. This is because the last annuity payment date and amount of annuity reads incorrect as per the clause. We request you to modify the clause suitably.	No Change. As per RFP Document
17.	Article 27.4.2 Valid Discharge	It is imperative that Authority provides a security by way of revolving irrevocable letter of credit equal to one Semi annual Annuity amount from any scheduled bank so as to provide security to the lenders and reducing the cost of capital. Further, we would like to state that for the purpose of facilitating the creation of the Letter of	As per RFP Document

Rehabilitation, Strengthening and Four Laning of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

Sl No.	Clause	Queries	Reply
		Credit, the charges to be incurred could be borne by the Concessionaire.	
18	Bonus in Annuity on account of early Project Completion Article 28.1.3	The below mentioned events shall also be included in the list in Article 28.1.3: (iv) delay in delivery of the Site or any part thereof by the Authority, (v) Change of Scope Order pursuant to Article 16, (vi) stoppage of the Construction Works or part thereof on account of the Concessionaire allowing access and use of Site for public purposes, Sub clause (ii) to be replaced by All Force Majeure Event.	As per RFP Document
19	Bonus in Annuity on account of early Project Completion Article 28.1.5	We request you to kindly omit this clause.	No Change. As per RFP
20	Reduction in Annuity on account of delayed Project Completion Article 28.2.3	The below mentioned events shall also be included in the list in Article 28.2.3: (iv) delay in delivery of the Site or any part thereof by the Authority, (v) Change of Scope Order pursuant to Article 16, (vi) stoppage of the Construction Works or part thereof on account of the Concessionaire allowing access and use of Site for public purposes,	No Change. As per RFP
21	Termination Payment for Force Majeure Event Article 34.9.1	Kindly define the following terms : 1. Book Value 2. Physical Project Assets	No Change. As per RFP
22	Termination Payment Article 37.3.1	Kindly revisit the change made in the highlighted part of the clause. The wordings should mean and state as follows: Upon Termination on account of a Concessionaire Default during the Operation Period,..... then 80% (eighty per cent) of such unpaid claims shall be added to the said calculation	No Change. As per RFP

Rehabilitation, Strengthening and Four Lining of Chenani to Nashri Section of NH-1A, from Km 89.00 to Km 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the state of Jammu & Kashmir

Sl No.	Clause	Queries	Reply
		and paid as a part of the termination payment so assessed.....shall be due or payable on account of a Concessionaire Default occurring prior to COD. Also, kindly acknowledge that the Concessionaire is expending a cost on the development of the Project during the construction period. In case a substantial amount of construction is completed, it is unfair if the Concessionaire receives no payment. It is therefore requested that a suitable termination payment be made to the Concessionaire.	
23	Definition	We understand from this definition that the term Annuity Payment Period refers to a period of 180 days.	As per RFP
24	Definition	We request you to modify the clause as: Encumbrances means in relation to the Project Highway including but not limited to physical utilities, encroachments and trees, mortgage, charge.....pertaining to the Project Highway;	No Change As per RFP
25	Definition	We suggest the following modification: Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include preference shares ,convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;	No Change. As per RFP
26	Definition	With respect to this Project this definition has no reference. We request you to kindly delete the same	No Change. As per RFP
27	Definition	Kindly include tax on corporate income under the definition of taxes.	No Change. As per RFP
28	Definitions	With respect to this Project these definition has no reference. We request you to kindly delete the same	No Change. As per RFP

3.3.1.4.6.6.1. Anticipated Quantity of the Muck to be Generated in the Process of Tunnelling

The anticipated quantity of the muck for the proposed construction of the tunnel has been estimated of the order of; 1, 486, 366 m³, which can be easily said to be about 1, 500, 000m³, and in order to dispose this muck in sustainable manner, the size of required dumping yard has been worked out in 'Table - 3.14'.

On through analysis of the required land and its further development in sustainable manor has been considered very thoroughly and it has been suggested to develop a stockpile of 6m which will require a land of 25 hectors. This issue has been discussed with the district administration, the DFO, the Geologist of the Government of Jammu & Kashmir.

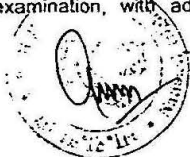
Table - 3.14: The Estimated Size of the Dump-yard Required with Various Heights of Stockpile

Height of Stock Pile (in meters)	Area required for the stock pile of 1,500, 000m ³		
	(in m ²)	In hectors (10,000m ²)	In Acres (4046.856422m ²)
3	500,000	50	123.55
4	375,000	38	92.66
5	300,000	30	74.13
6	250,000	25	61.78
7	214,286	21	52.95
8	187,500	19	46.33
9	166,667	17	41.18
10	150,000	15	37.07

Based on this some available land for dumping has been identified in a joint exercise by the consultant and the various establishment of Government of Jammu & Kashmir.

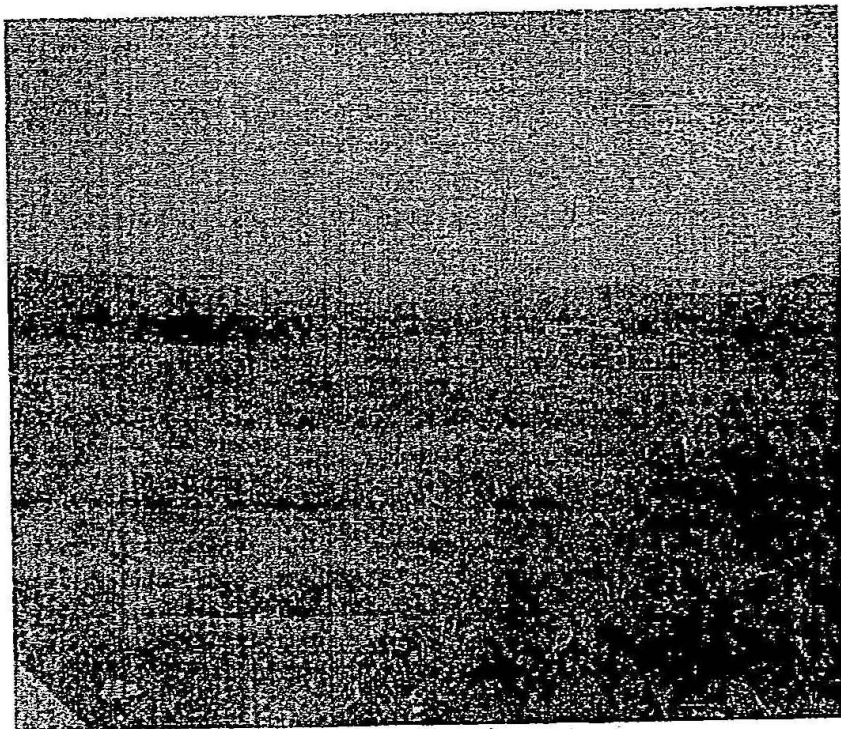
These lands were;

1. Batalwalia Area: this area has a degraded land of the order of 45 Hectors where the industrial estate has been proposed and the land needs to be filled up levelled and developed into an industrial estate. This area has been thoroughly studies and it has been found that by developing a dump in this area will not impact the local hydrology or geo-hydrology of the region. This area will not require any green felling since the land here is almost devoid of trees/forest cover. 'Photograph - 3.RR, 3.YY and 3.TT.' gives a glimpse of the land characteristics of the area. Only negative point associated with this area is the lead from the proposed tunnel which will be of the order of 20Kms.
2. North-East of Chenani Township: Due to the high lead of Batalwalia, developing a dump may not be energy efficient and will lead to some disadvantage in sustainable management of the stockpile and dump. Therefore another locality has been explored with almost open land availability of more than 30 Hectors North-East of Chenani Township. This area has been studied for the developing a dump which can accommodate 1, 500, 000m³ by developing a stockpile of 5 to 6m or even more. Although the land has no stream flowing through it but is along the slope of upper Tawi catchment and a careless act may cause heavy sediment inflow in Tawi, however with adequate care the dump can be developed and plantation can done over it in order to develop an additional green area in the region. 'Photograph - 3.EE and Photograph - 3.UU'.
3. Dump near Nashri along the available open land along the valley of Chenab: This area has been thoroughly studied and has been recommended by the Geotechnical engineer of the project, who has a suggestion to fill this depressed land with adequate technology and protect the slopes using wire-mesh gabions and bio-engineering. On close examination, with adequate consideration of the environmental concerns and the



hydrology of river Chenab it has been found that this area may be developed to accommodate a stockpile of over 10m height, which will require a linear land piece of 15 hectors. Unfortunately 15 hectors of land is not available which can be taken in entirety for developing the dump.

On examination of the BED, it appears that combinations of two to three options are more logical for the development of the dump. After dumping the layer wise compaction is required in order to achieve desired compaction level and on top of the dump plantation shall be done in order to integrate it with the natural environment.



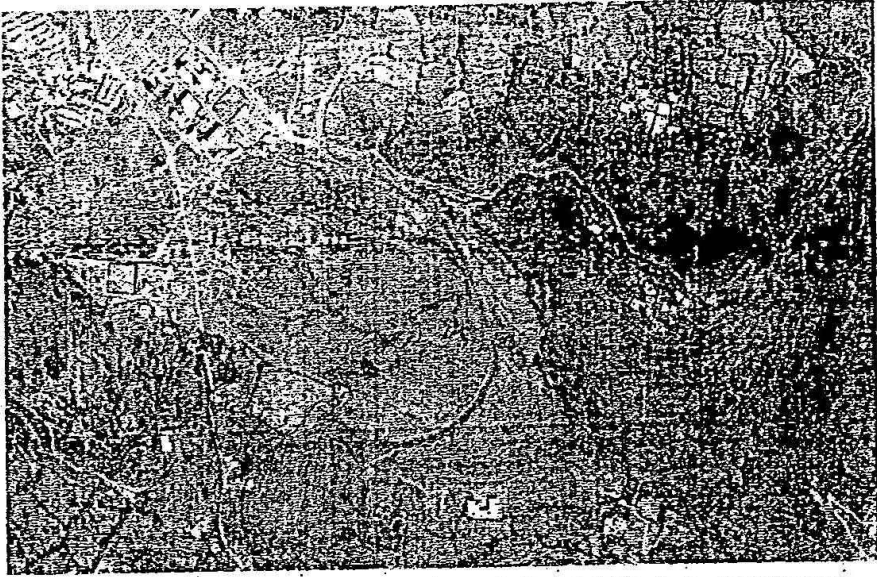
Photograph - 3.31: A View of the Proposed Dumping-yard at Battwalia, near Udhampur

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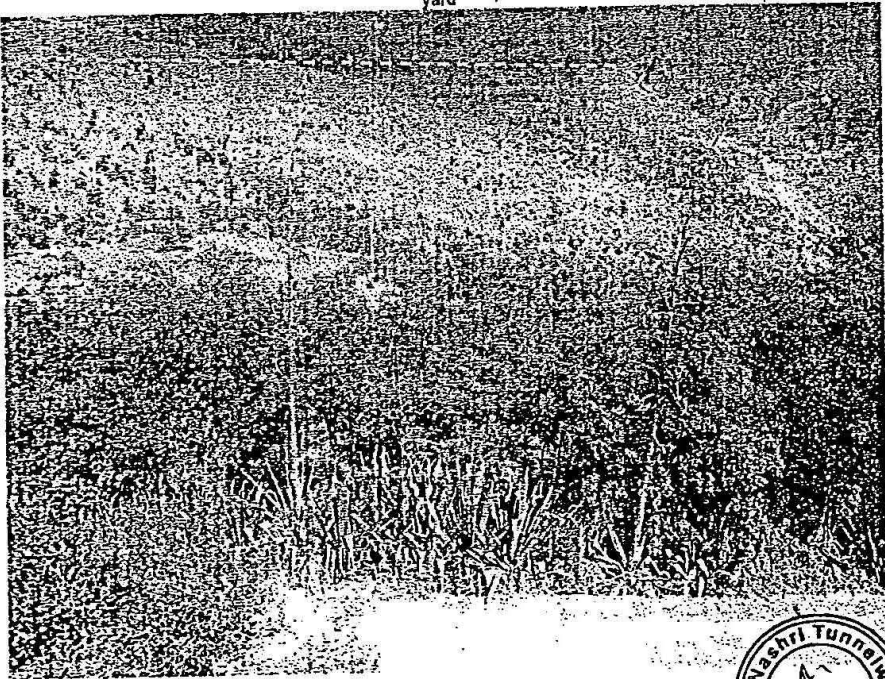
V-13



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Imagery - 3.10: Satellite Imagery of the Batalwalia Area Confirming its Suitability for Developing the Dump-
yard



Photograph - 3.32: Proposed Option for the Dumping Site East of Chenani

Ammy

V-14

[Signature]



A) Coarse Aggregate :

S. No.	Location	Material	Quantity of Material (Cum)	Quantity of overburden (Cum)	Source
1	1 km from 66+000 km	Sandstone boulders from river bed	37500.00	None	Tawi River
2	Near Km 78	Sandstone boulders from river bed	72000.00	None	Tawi River
3	10 km south from Udhampur	Sandstone boulders and gravel	40000.00	4000.00	Tawi River
4	15 km from Udhampur	Sandstone boulders and gravel	30000.00	3000.00	Badola
5	32 km from 90+500 km	Gravel	20000.00	2000.00	Manthahal

Note: The amounts shown for Sandstone boulders from rivers is for one year. Same amounts may be acquired in following years.

S. No.	Location	Material	Quantity of Material (Cum)	Quantity of overburden (Cum)	Source
1	1 km from 66+000 km	Sandstone boulders from river bed	37500.00	None	Tawi River
2	Near Km 78	Sandstone boulders from river bed	72000.00	None	Tawi River
3	10 km south from Udhampur	Sandstone boulders and gravel	40000.00	4000.00	Tawi River
4	15 km from Udhampur	Sandstone boulders and gravel	30000.00	3000.00	Badola
5	32 km from 90+500 km	Gravel	20000.00	2000.00	Manthahal

Note: The amounts shown for Sandstone boulders from rivers is for one year. Same amounts may be acquired in following years.

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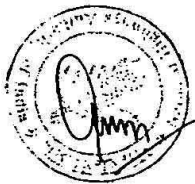


B) Fine Aggregate :

S. No.	Type of sand	Location	Availability	Lead from Udhampur
1	Coarse to medium grained sand with some mica content	Nagrota	1000 cu.m. per day	10 Km
2	Coarse to medium grained sand with some mica content	Jhahhakolti	1000 cu.m. per day	35 to 40 Km
3	Coarse, medium and fine grained sand	Ryassi River	1000 cu.m. per day	60 Km
4	Fine to medium sand	Nadh river, Samba	1000 cu.m. per day	40 Km
5	Stone Dust	Km 77 km		10 Km along the highway.

S. No.	Type of sand	Location	Availability	Lead from Nachhar Nala (Km 130)
1	Coarse to medium grained sand with some mica content	Nagrota	1000 cu.m. per day	73 Km
2	Stone Dust	Km 131 km		Along the highway.

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NHAI/N-1/11019/RFP/2009/

Date: 11.02.2010

To

As per the list

(Bidders who have been pre-qualified for respective projects)

Sub.: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K

Sir,

Please find mentioned herewith the Addendum No.-2 to the RFP Vol.-I for the above contract package in the State of Jammu & Kashmir

Addendum to RFP Volume I - Instructions to Bidders

SN.	Clause	RFP
1	2.1.18 (i)	<i>A Bidder shall not be eligible for bidding hereunder if, as on bid due date, the Bidder, its Member or Associate was, either by itself or as member of a consortium has been declared by the Authority as the Selected Bidder for undertaking 3 (three) or more projects and the bidder is yet to achieve financial close. A bidder shall be considered as declared Selected Bidder for the projects of NHAI, where the LOA has been issued.</i>
2	2.1.18 (ii)	<i>The Concessionaire shall engage only such EPC Contractor for execution of the work who have experience of atleast one single completed highway work of value atleast 20% of the Estimated Project Cost in preceding 5 years. An undertaking to this effect shall be provided by the Concessionaire along with EPC Project Agreement Document.</i>

This issues with the approval of the Competent Authority.

Yours faithfully,

(P.K. Das)

General Manager (JK&HP)



VI-1



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200
फैक्स / Fax: 91-11-25063507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/RFP/2009/ 1069

Date: 18.02.2010

To

As per the list
(Bidders who have been pre-qualified for respective projects)

Sub.: Undertaking Up-gradation of 264 km of National Highway (NH-1A) in the State of Jammu & Kashmir under NHDP Phase-II on BOT(Annuity). basis - Bid Extension date:-

Sir,

Please find mentioned herewith the Corrigendum No.-3 regarding bid submission dates as indicated below for respective packages in the State of Jammu & Kashmir :

SN	Name of the Package	Bid submission date (modification no.-1)	Bid Submission Date (modification no.-2)	Read as (New Bid Submission Date) (modification no.-3)	Name of the qualified bidders
1.	Srinagar- Banihal Section Pkg No: NHDP-Phase-II/BOT/I/J&K)	19.02.2010	25.02.2010	08.03.2010	As per list for Srinagar-Banihal
2.	Ramban to Banihal Section Pkg No NHDP-Phase-II/BOT/III/J&K	19.02.2010	08.03.2010	08.03.2010	As per list for Ramban-Banihal
3.	Udhampur to Ramban Section Pkg No: - NHDP-Phase-II/BOT/IV/J&K).	19.02.2010	25.02.2010	08.03.2010	As per list for Udhampur-Ramban
4.	Jammu to Udhampur Section Pkg No NHDP-Phase-II/BOT/VI/J&K).	19.02.2010	25.02.1010	23.03.2010	As per list for Jammu-Udhampur
5	Quazigund to Banihal Pkg No NHDP-Phase-II/BOT/II/J&K).	19.02.2010	08.03.2010	23.03.2010	As per list for Quazigund - Banihal
6	Chenani to Nashri Pkg No. NHDP-Phase-II/BOT/V/J&K).	19.02.2010	08.03.2010	23.03.2010	As per list for Chenani - Nashri

Jmm



Yours faithfully,
[Signature]
18/2/10
(P.K. Das)

General Manager (JK&HP)

VII-1



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(गोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Shipping, Road Transport and Highways)

कॉ-5 एन 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200

फैक्स / Fax: 91-11-25093507 / 25093514

एक्सटेंसिव / Extn: 2223 / 2318 / 2466 / 7553

NHAI/N-1/11019/RFP/2009/34

Date: 05.03.2010

To

As per the list

(Bidders who have been pre-qualified for respective projects)

Sub.: Undertaking Up-gradation of 264 km of National Highway (NH-1A) in the State of Jammu & Kashmir under NHDP Phase-II on BOT(Annuity) basis - Bid Extension date:

Sir,

Please find mentioned herewith the Corrigendum regarding bid submission dates as indicated below for respective packages in the State of Jammu & Kashmir :

SN	Name of the Package	Bid Submission Date (Modification No.2)	Bid Submission Date (Modification No.3)	Read as (Modification No.4)	Name of the qualified bidders
1.	Srinagar- Banihal Section Pkg No: NHDP-Phase-II/BOT/I/J&K)	25.02.2010	08.03.2010	25.03.2010	As per list for Srinagar-Banihal
2.	Ramban to Banihal Section Pkg No NHDP-Phase-II/BOT/III/J&K	08.03.2010	08.03.2010	25.03.2010	As per list for Ramban-Banihal
3.	Udhampur to Ramban Section Pkg No: NHDP-Phase-II/BOT/IV/J&K).	25.02.2010	08.03.2010	25.03.2010	As per list for Udhampur-Ramban
4.	Jammu to Udhampur Section Pkg No NHDP-Phase-II/BOT/VI/J&K).	25.02.2010	23.03.2010	30.03.2010	As per list for Jammu-Udhampur
5	Quazigund to Banihal Pkg No NHDP-Phase-II/BOT/II/J&K).	08.03.2010	23.03.2010	30.03.2010	As per list for Quazigund - Banihal
6	Chenani to Nashri Pkg No. NHDP-Phase-II/BOT/V/J&K).	08.03.2010	23.03.2010	30.03.2010	As per list for Chenani - Nashri

Yours faithfully,

(P.K. Das)

General Manager (JK&HP)



VIII - 1

L.R.

Addendum-III

Project Name- 4-laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the state of Jammu & Kashmir (Pkg No:- NHDP-Phase-II/BOT/V/J&K)

S. No.	Clause No.	As per RFP	As modified
1.	Cl. 23.1 of Vol-II, DCA Appointment of Independent Engineer	The Authority shall appoint a consulting engineering firm from a panel of 10 (ten) firms or bodies corporate, constituted by the Authority substantially in accordance with the selection criteria set forth in Schedule-P, to be the independent consultant under this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.	The Authority shall appoint a consulting engineering firm from a panel of 10 (ten) firms or bodies corporate, constituted by the Authority substantially in accordance with the selection criteria set forth in Schedule-P, to be the independent consultant under this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 66 (sixty six) months. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.
2.	Cl 3 of Schedule - P, Vol III, schedules Constitution of fresh panel	Not later than three years from the date of this Agreement, and every three years thereafter, the Authority shall prepare a fresh panel of firms in accordance with the criteria set forth in this Schedule-P; provided that the Authority may, at any time, prepare a fresh panel with prior written consent of the Concessionaire.	Not later than sixty six months from the date of this Agreement, and every three years thereafter, the Authority shall prepare a fresh panel of firms in accordance with the criteria set forth in this Schedule-P; provided that the Authority may, at any time, prepare a fresh panel with prior written consent of the Concessionaire.



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Corrigendum-V

Project Name- 4- laning of Chenani to Nashri section of NH-1A, from km 89.00 to 130.00 (new alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the state of Jammu & Kashmir (Pkg No:- NHDP-Phase-II/BOT/V/J&K)

In the reply to the pre-bid queries the name of technical adviser to the authority shall be read as follow:-

"Technical Adviser- M/s Louis Berger Group, INC. USA and LRP Consultant Consortium Pvt. Ltd in association with L&T Rambol Consulting Engineer."

Instead of

"Technical Adviser: - M/s Louis Berger Group Inc."



X-1





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Shipping, Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone 91-11-25074100/25074200

फैक्स / Fax 91-11-25093507 / 25093514

एक्स. / Extn 2223 / 2318 / 2468 / 2553

NHAI/N-1/11019/RFP/2009/

Date: 29.03.2010

To

As per the list

(Bidders who have been pre-qualified for respective projects)

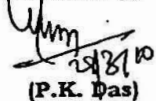
Sub.: Undertaking Up-gradation of 264 km of National Highway (NH-1A) in the State of Jammu & Kashmir under NHDP Phase-II on BOT(Annuity) basis - Bid Extension date:

Sir,

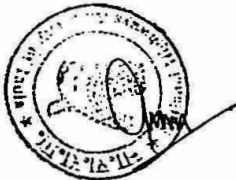
Please find mentioned herewith the Corrigendum regarding bid submission dates as indicated below for following packages in the State of Jammu & Kashmir :

SN	Name of the Package	Bid Submission Date (Modification No.3)	Bid Submission Date (Modification No.4)	Read as (Modification No.5)	Name of the qualified bidders
1.	Jammu to Udhampur Section Pkg No NHDP-Phase-II/BOT/VI/J&K).	23.03.2010	30.03.2010	01.04.2010	As per list for Jammu-Udhampur
2.	Quazigund to Banihal Pkg No NHDP-Phase-II/BOT/II/J&K).	23.03.2010	30.03.2010	01.04.2010	As per list for Quazigund - Banihal
3.	Chenani to Nashri Pkg No. NHDP-Phase-II/BOT/V/J&K).	23.03.2010	30.03.2010	01.04.2010	As per list for Chenani - Nashri

Yours faithfully,


(P.K. Das)

General Manager (JK&HP)



XI-1



01.04.2010

BID

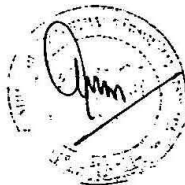
"Bid for the Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP-Phase- II/BOT/V/J&K)" Project"

To,

Mr. P K Das
General Manager (JK & HP)
National Highways Authority of India
G-5& 6, Sector 10, Dwarka
New Delhi – 110 075
Phone NO: +91-11-25074100 (Extn: 1113)
FAX NO: +91-11-25074100 (Extn: 2307)
E-mail: pkdas@nhai.org

Submitted By –IL&FS Transportation Networks Limited

IL&FS Transportation Networks Limited
IL&FS Financial Centre, Plot C-22,
G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051.
Tel No. 022-26593049
Fax No. 022-26533295



XII -1

"Bid for the Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP-Phase- II/BOT/V/J&K)"Project"

"BID"

INDEX

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SR. NO	DESCRIPTION	PAGE NO.
01	BID	
(a)	Appendix - I: "Letter comprising the Bid"	0001



XII-2

IL&FS Transportation Networks Limited

The IL&FS Financial Centre, T +91 22 2653 3333
 Plot C-22, G Block, F +91 22 2652 3979
 Bandra Kurla Complex, W www.ilindia.com
 Mumbai - 400 051
 INDIA

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LETTER COMPRISING THE BID

April 1, 2010

[Handwritten signature]

[Handwritten signature]

Mr. P. K. Das
 General Manager (JK&HP) National Highways Authority of India
 G-5&6, Sector 10, Dwarka,
 New Delhi - 110 075

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Sub:- Bid for Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP-Phase-II/BOT/V/J&K) Project.

Dear Sir,

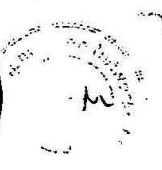
With reference to your RFP document dated November 2009, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:

[Handwritten signature]

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[Handwritten signatures]





- (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and *Yes.*
 - (b) We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and *as*
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertaking given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and We shall continue to abide by them.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
 9. We believe that we satisfy the Net Worth criteria and meet the requirements as specified in the RFQ document.
 10. We declare that we, or our Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
 11. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associate have not been charge sheeted by any agency of the Government or convicted by a Court of Law.
 13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/managers/employees.




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14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department or Disinvestment in their OM No. 6/42001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. Omitted.  
17. We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ. We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach of thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.  
18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.
19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. We have studied all the Bidding Documents carefully and also surveyed the Project highway and the traffic We understand that except to the extent as expressly setforth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. We offer a Bid Security of Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs Only) to the Authority in accordance with the RFP Document.



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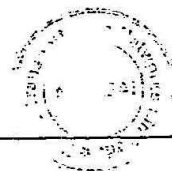
23. The Bid Security in the form of a Bank Guarantee is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to us our Bid is not opened or rejected.
26. The Annuity has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of cost and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. We agree and undertake to abide by all the terms and conditions of the RFP document.
28. We agree and undertake to be liable for all obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. *OK*
29. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP. *120*
30. We hereby submit our Bid and require an Annuity of Rs 317,52,00,000/= (Rupees Three hundred Seventeen Crore and fifty two lacks only * only) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. *1/4/10*

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

Date: April 1, 2010

Yours faithfully

[Handwritten Signature]
1/4



[Handwritten Signature]

Ravi Sreehari
Assistant Vice President
IL&FS Transportation Networks Limited

Place: Mumbai

[Handwritten Signature]



XII-6



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

सड़क नं. ६३, डि पॉइंट न. एनएच ४ वी, विद्युत्त कंबोली बायपास रोड, पनवेल - ४१० २०६ फ़ोन : ०२२ - २७८९१४०४

वेबसाईट : pune <http://www.nhai.org> ईमेल : pune1@nhai.org

National Highways Authority of India

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

Survey No. 63 "D" point on NH4B, Chinchpada - Kalambohi bypass Road, Panvel - 410 206 Ph : 022 - 27879404

Website : pune <http://www.nhai.org> Email : pune1@nhai.org

NHAI/PIU/PANVEL/2010/BG/Confirm/0129

Date: 03.05.2010

To,

Shri. Pravin Kumar Das,
General Manager (JK&HP),
National Highways Authority of India,
G-5 & 6, Sector-10,
Dwarka, New Delhi-110075

Demul (JK&HP)
[Signature]
wjstn

Sub. : Confirmation of the Bank Guarantee.

Ref. : NHAI HQ letter No. NHAI/N-1/11019/2/2009/CN/52 dated 09/04/2010.

Sir,

Please find enclosed herewith the Original Confirmation letter received from Allahabad Bank, Khar Branch, Vasu Smriti - Plot 383A, 13th Road, Khar (West), Mumbai - 400 052 in response to our letter for the following Bank Guarantee :

Contractor	Bank Guarantee No. and Date	Amount	Validity upto
M/s. IL&FS Transportation Networks Ltd.	BG/Khar/ITNL/210302/2010/05 dated 27.03.2010	Rs. 50,38,00,000/-	30.09.2010

The above confirmation has been confirmed by this office and verified.

This is for your information and necessary action please.

Thanking you,

Yours faithfully,

[Signature]
General Manager (Tech) & PD
PIU - Panvel

Encl: As above



XIII - 1



**Allahabad Bank
Khar Branch**

Vasu Smriti-Plot 383A, 13th Road, KHAR(west), Mumbai-400052
Tel: 022-2605 8578 / 2604 1976 FAX: 2605 8578 E-mail: br.mumkhar@allahabadbank.in

KHAR/Adv/BG/ITNL/053
Date: 03/05/2010

The General Manager(Tech) & PD
PIU - Panvel
National Highways Authority of India
Survey No.63 "D" Point on NH4B
Chinchpada-Kalamboli Bypass Road
Panvel-410206

Dear Sir,

Confirmation of Bank Guarantee
No. BG/Khar/ITNL/210302/2010/05 dtd. 27/03/2010 for Rs.50.38 cr
(valid up to 30/09/2010)
Applicant: M/s IL & FS Transportation Networks Ltd.
In favour of National Highways Authority of India

This has reference to your letter no. NHAI/PIU/PANVEL/BG/2010/0091 dated 27/04/2010 requesting confirmation of the captioned Bank Guarantee.

As desired, we confirm having issued the captioned Bank Guarantee.

Yours faithfully,



(B.K. MISRA)

Chief Manager

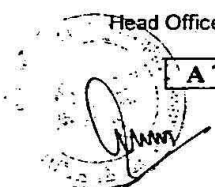
Specimen Signature No- 3642

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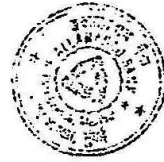
Head Office: 2, Netaji Subhas Road, Kolkata-700001

www.allahabadbank.in

A TRADITION OF TRUST



XIII-2



Bank Guarantee for Bid Security

B.G. No. BG/Khar/ITNL/210302/2010/05

Dated: 27th March 2010

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector - 10, Dwarka, New Delhi - 110 075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of M/s IL&FS Transportation Networks Limited (a company registered under the Companies Act, 1956) and having its registered office at The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP Phase- II/BOT/V/J&K) Project on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated November 2009 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we Allahabad Bank having its registered/head office at 2 Netaji Subhash Road, Kolkata - 700001 and one branch at Vasu Smriti-Plot 383A, 13th Road, Khar (West), Mumbai - 400051 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or

AXIS BANK LTD.
Fortune 2000 Building,
Bandra Kurla Complex,
Mumbai-400 051

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इलाहाबाद बैंक

(भारत सरकार का उपक्रम)



ALLAHABAD BANK

(A Govt. of India Undertaking)

www.allahabadbank.com

खार शाखा, मुंबई / KHAR BRANCH, MUMBAI

वासु स्मृति-प्लॉट 383A, 13 वी रोड, खार (वेस्ट), मुंबई 400 052. Vasu Smriti-Plot 383A, 13th Road, Khar (West), Mumbai 400 052.

दूरभाष/Tel. : 022-2604 0488 / 022-2604 1976 • टेलीफैक्स/Telefax : 022-2605 8578 • Email : mumkhar@mum.allahabadbank.co.in

REF NO./संदर्भ क्रमांक :

DATE/दिनांक :

Kh/adv/BG/2010/446

Dated: 27/03/2010

This covering letter is issued to be annexed to the Bank Guarantee No.BG/Khar/ITNL/210302/2010/05 dated 27/03/2010 for an amount of Rs.50,38,00,000/-(Rupees Fifty crore thirty eight lac only) for a period of 180 days valid up to 30/09/2010 issued by this office under the joint signature of following officers:

1. Mr. Ajay Kumar Srivastava, Asstt. General Manager
2. Mr. Rajat Sinha, Sr. Manager



Signature:

Name: Ajay Kumar Srivastava

Designation: Assistant General Manager

Beneficiary's name & address:

National Highways Authority of India
G-5& 6, Sector-10, Dwarka
New Delhi 110 075

Bindu Kar

DGM

Account Officer

Marathi Commercial Centre

Dr. Anil Deshpande

1000000000

Ph. 022-2604 1976

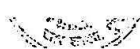


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प्रधान कार्यालय : 2, नेताजी सुभाष रोड, कोलकाता - 700 001. फोन : 2242 0851 / 0863/0869/0883/0900/3373, 2210-3777; टेलीफैक्स : 2210-7424

Head Office : 2, Netaji Subhas Road, Kolkata. Ph: 2242 0851 / 0863/0869/0883/0900/3373, 2210-3777; Telefax: 2210-7424

— A —



XIII-3

IL&FS Transportation Networks Limited

The IL&FS Financial Centre, T +91 22 2653 3333
 Plot C-22, G Block, F +91 22 2652 3979
 Bandra Kurla Complex, W www.ilindia.com
 Mumbai - 400 051
 INDIA

[Handwritten signature]
 1/4

LETTER COMPRISING THE BID

April 1, 2010

Mr. P. K. Das
 General Manager (JK&HP) National Highways Authority of India
 G-5&6, Sector 10, Dwarka,
 New Delhi - 110 075

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 1/4

[Handwritten signature]
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Sub:- Bid for Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP-Phase-II/BOT/V/J&K) Project.

Dear Sir,

With reference to your RFP document dated November 2009, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:

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- (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and *Yes.*
- (b) We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and *as*
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




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14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department or Disinvestment in their OM No. 6/42001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
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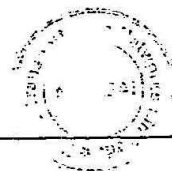
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26. The Annuity has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of cost and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
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28. We agree and undertake to be liable for all obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. *OK*
29. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP. *See*
30. We hereby submit our Bid and require an Annuity of Rs 317,52,00,000/= (Rupees Three hundred seventeen crore and fifty two lacks only * only) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. *11/4/10*

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

Date: April 1, 2010

Yours faithfully

[Handwritten Signature]
1/4



[Handwritten Signature]

Ravi Sreehari
Assistant Vice President
IL&FS Transportation Networks Limited

Place: Mumbai

[Handwritten Signature]



XII-6



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

सबे नं. ६३, डि पॉइंट न. एनएच ४ वी, विद्युत कंबोली बायपास रोड, पनवेल - ४१० २०६ फोन : ०२२ - २७८९१४०४

वेबसाईट : pune <http://www.nhai.org> ईमेल : pune1@nhai.org

National Highways Authority of India

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

Survey No. 63 "D" point on NH4B, Chinchpada - Kalambohi bypass Road, Panvel - 410 206 Ph : 022 - 27879404

Website : pune <http://www.nhai.org> Email : pune1@nhai.org

NHAI/PIU/PANVEL/2010/BG/Confirm/0129

Date: 03.05.2010

To,

Shri. Pravin Kumar Das,
General Manager (JK&HP),
National Highways Authority of India,
G-5 & 6, Sector-10,
Dwarka, New Delhi-110075

D. M. J. S. (S)
J. M.
wjstn

Sub. : Confirmation of the Bank Guarantee.

Ref. : NHAI HQ letter No. NHAI/N-1/11019/2/2009/CN/52 dated 09/04/2010.

Sir,

Please find enclosed herewith the Original Confirmation letter received from Allahabad Bank, Khar Branch, Vasu Smriti - Plot 383A, 13th Road, Khar (West), Mumbai - 400 052 in response to our letter for the following Bank Guarantee :

Contractor	Bank Guarantee No. and Date	Amount	Validity upto
M/s. IL&FS Transportation Networks Ltd.	BG/Khar/ITNL/210302/2010/05 dated 27.03.2010	Rs. 50,38,00,000/-	30.09.2010

The above confirmation has been confirmed by this office and verified.

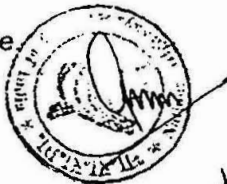
This is for your information and necessary action please.

Thanking you,

Yours faithfully,

[Signature]
General Manager (Tech) & PD
PIU - Panvel

Encl: As above



XIII - 1



**Allahabad Bank
Khar Branch**

Vasu Smriti-Plot 383A, 13th Road, KHAR(west), Mumbai-400052
Tel: 022-2605 8578 / 2604 1976 FAX: 2605 8578 E-mail: br.mumkhar@allahabadbank.in

KHAR/Adv/BG/ITNL/053
Date: 03/05/2010

The General Manager(Tech) & PD
PIU - Panvel
National Highways Authority of India
Survey No.63 "D" Point on NH4B
Chinchpada-Kalamboli Bypass Road
Panvel-410206

Dear Sir,

Confirmation of Bank Guarantee
No. BG/Khar/ITNL/210302/2010/05 dtd. 27/03/2010 for Rs.50.38 cr
(valid up to 30/09/2010)
Applicant: M/s IL & FS Transportation Networks Ltd.
In favour of National Highways Authority of India

This has reference to your letter no. NHAI/PIU/PANVEL/BG/2010/0091 dated 27/04/2010 requesting confirmation of the captioned Bank Guarantee.

As desired, we confirm having issued the captioned Bank Guarantee.

Yours faithfully,



(B.K. MISRA)

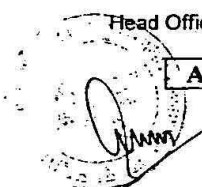
Chief Manager

Specimen Signature No- 3642

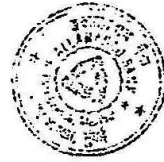
A137

Head Office: 2, Netaji Subhas Road, Kolkata-700001
www.allahabadbank.in

A TRADITION OF TRUST



XIII-2



Bank Guarantee for Bid Security

B.G. No. BG/Khar/ITNL/210302/2010/05

Dated: 27th March 2010

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector - 10, Dwarka, New Delhi - 110 075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of M/s IL&FS Transportation Networks Limited (a company registered under the Companies Act, 1956) and having its registered office at The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP Phase- II/BOT/V/J&K) Project on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated November 2009 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we Allahabad Bank having its registered/head office at 2 Netaji Subhash Road, Kolkata - 700001 and one branch at Vasu Smriti-Plot 383A, 13th Road, Khar (West), Mumbai - 400038 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in and to the terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We the Bank do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest on the part of the Authority.

AXIS BANK LTD.
Fortune 2000 Building,
Bandra Kurla Complex,
Mumbai-400 051

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Circular stamps: Allahabad Bank, National Highways Authority of India, and IL&FS Transportation Networks Limited. Handwritten signature and 'XIII-4'.

इलाहाबाद बैंक

(भारत सरकार का उपक्रम)



ALLAHABAD BANK

(A Govt. of India Undertaking)

www.allahabadbank.com

खार शाखा, मुंबई / KHAR BRANCH, MUMBAI

वासु स्मृति-प्लॉट 383A, 13 वी रोड, खार (वेस्ट), मुंबई 400 052. Vasu Smriti-Plot 383A, 13th Road, Khar (West), Mumbai 400 052.

दूरभाष/Tel. : 022-2604 0488 / 022-2604 1976 • टेलीफैक्स/Telefax : 022-2605 8578 • Email : mumkhar@mum.allahabadbank.co.in

REF NO./संदर्भ क्रमांक :

DATE/दिनांक :

Kh/adv/BG/2010/446

Dated: 27/03/2010

This covering letter is issued to be annexed to the Bank Guarantee No.BG/Khar/ITNL/210302/2010/05 dated 27/03/2010 for an amount of Rs.50,38,00,000/-(Rupees Fifty crore thirty eight lac only) for a period of 180 days valid up to 30/09/2010 issued by this office under the joint signature of following officers:

1. Mr. Ajay Kumar Srivastava, Asstt. General Manager
2. Mr. Rajat Sinha, Sr. Manager



Signature:

Name: Ajay Kumar Srivastava

Designation: Assistant General Manager

Beneficiary's name & address:

National Highways Authority of India
G-5& 6, Sector-10, Dwarka
New Delhi 110 075

Bindu Kar

DGM

Account Officer

Marathi Commercial Centre

Dr. Anil Deshpande

1000000000

Phn. 022-2604 1976

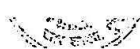


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प्रधान कार्यालय : 2, नेताजी सुभाष रोड, कोलकाता - 700 001. फोन : 2242 0851 / 0863/0869/0883/0900/3373, 2210-3777; टेलीफैक्स : 2210-7424





Head Office : 2, Netaji Subhas Road, Kolkata. Ph: 2242 0851 / 0863/0869/0883/0900/3373, 2210-3777; Telefax: 2210-7424


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14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department or Disinvestment in their OM No. 6/42001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. Omitted.  
17. We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ. We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach of thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.  
18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.
19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. We have studied all the Bidding Documents carefully and also surveyed the Project highway and the traffic We understand that except to the extent as expressly setforth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. We offer a Bid Security of Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs Only) to the Authority in accordance with the RFP Document.



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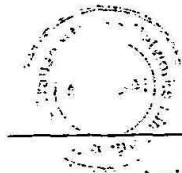
23. The Bid Security in the form of a Bank Guarantee is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to us our Bid is not opened or rejected.
26. The Annuity has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of cost and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. We agree and undertake to abide by all the terms and conditions of the RFP document.
28. We agree and undertake to be liable for all obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. *OK*
29. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP. *leg*
30. We hereby submit our Bid and require an Annuity of Rs 317,52,00,000/= (Rupees Three hundred Seventeen crore and fifty two lacs only * only) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. *1/14/10*

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

Date: April 1, 2010

Yours faithfully

[Handwritten Signature]
1/14



[Handwritten Signature]

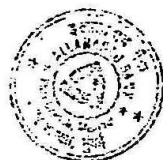
Ravi Sreehari
Assistant Vice President
IL&FS Transportation Networks Limited

Place: Mumbai

[Handwritten Signature]



XII-6



Bank Guarantee for Bid Security

B.G. No. BG/Khar/ITNL/210302/2010/05

Dated: 27th March 2010

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector - 10, Dwarka, New Delhi - 110 075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of M/s IL&FS Transportation Networks Limited (a company registered under the Companies Act, 1956) and having its registered office at The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Four Laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (new alignment) of NH-1A including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir (Package No. NHDP Phase- II/BOT/V/J&K)" Project on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated November 2009 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we Allahabad Bank having its registered/head office at 2 Netaji Subhash Road, Kolkata - 700001 and one of its branches at Vasu Smriti-Plot 383A, 13th Road, Khar (West), Mumbai - 400051 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably and unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest to the Authority.

AXIS BANK LTD.
Fortune 2000 Building,
Bandra Kurla Complex,
Mumbai-400 051

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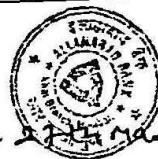
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Circular stamp: CHENANI NASHRI SECTION
Circular stamp: IL&FS TRANSPORTATION NETWORKS LIMITED
Circular stamp: ALLAHABAD BANK LIMITED
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BG/Khar/ITNL/210302/2010/05

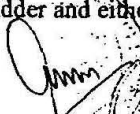
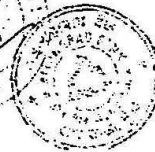
Dt. 27th March 2010




protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs Only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date i.e. up to 30.09.2010 inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and



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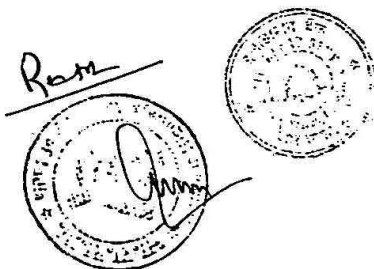


BC/Khar/ITNL/212302/2012/05

DT 27th March 2012

conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to Allahabad Bank, Vasu Smriti-Plot 383A, 13th Road, Khar (West), Mumbai - 400052 and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised. ✓
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.



Handwritten signature



XIII - 6

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BC/Khar/ITML/210302/2010/05

Dt. 27th March 2010

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 50.38 Crores (Rupees Fifty Crores and Thirty Eight Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before 30.09.2010.

Signed and Delivered by Allahabad Bank

By the hand of Mr. /Ms. AJAY KUMAR SRIVASTAVA, its Artt. General Manager.

Mr. RAJAT SINHA, its SENIOR MANAGER....., and authorized official.

कृते इलाहाबाद बैंक
For ALLAHABAD BANK

Ram
A7036
परिचय प्रदाता / Sr. Manager
खार शाखा / Khar Branch

कृते इलाहाबाद बैंक
For ALLAHABAD BANK

सहायक महाप्रबंधक / Asst. General Manager
खार शाखा, मुंबई / Khar Branch, Mumbai.

(Signature of the Authorised Signatory)
... (Official Seal)



XIII-7

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(नड़क परवडन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, इवका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 31-11-25071106/2507411
फैक्स / Fax: 31-11-25062507 / 25081511
एलएन / E-mail: 2223 / 2313 / 2368

Original

NHAI/N-1/11019/2/2009/CN/13

30.04.2010
03/05/2010

To

IL&FS Transportation Network Ltd.
IL&FS Financial Centre Plot C-22,
G- Block Bandra- Kurla Complex,
Bandra (East)- Mumbai
Tel 022-26593049, Fax 022-26533295

LETTER OF AWARD (LOA)

(Kind Attn: Mr. Ravi Sreehari, Authorized Signatory)

Sub: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K)-).

Ref: Your Bid dt. 01.04.2010.

Sir,

1. This is to notify that your original price proposal submitted on 1.04.2010 against the subject Project with construction period of 1825 days has been accepted by NHAI, at your quoted semi annual annuity of Rs. 317.52 Crore (Rs. Three Hundred Seventeen crores Fifty Two Lakhs only), declaring you as the "Selected Bidder".
2. In accordance with the RFP clause no. 3.3.5 (Volume - I), you are hereby requested to confirm alongwith the acceptance of LOA within 7 days of its issue, duly signed and return alongwith the duplicate copy of the LOA in acknowledgement thereof. After acceptance of LOA, you are required to execute the Concession Agreement within 30 days of your acceptance of LOA as per RFP clause no. 1.3 (Volume - I) for which you are required to incorporate Special Purpose Vehicle(a limited liability company) under the company Act 1956 and request NHAI to accept the Concessionaire as the entity which shall under take and perform the obligations and exercise the rights of the selected bidder under the LOA.
3. The Concessionaire for due and faithful performance of its obligations during the Construction Period shall have to furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 125.95 Crores (Rupees One Hundred Twenty Five

Accepted & Received

for

XIV-1



Crores Ninety five laksh only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause-4.1.2 and Article-9 of RFP - Vol- II).

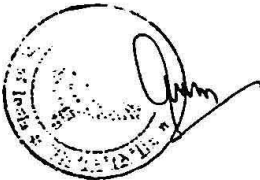
4. You are required to comply to all the terms and conditions as set forth in the RFQ, RFP documents and subsequent addendums/corrigendums issued.

Yours faithfully,

(P.H. Das)

General Manager (JK&HP)

*Received &
Accepted
Main*



XIV-2



1. Mr. P. K. Das
2. Mr. P. K. Das
3. Mr. P. K. Das
4. Mr. P. K. Das
5. Mr. P. K. Das

May 4, 2010

To

P K Das
General Manager (JK & HP)
National Highways Authority of India
(Ministry of Shipping Road Transport and Highways)
G-5& G-6, Sector 10, Dwarka
New Delhi 110 075

Dear Sir,

Reg. : Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A, from km 89.00 to km 130.00 (New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis on DBFO Pattern, in the State of Jammu & Kashmir (package no. NHDP Phase-II BOT-VJ&K) – Letter of Award (LOA)

Ref : Your Letter No. NHAI/N-1/11019/2/2009/CN/63 dated 03.05.2010

We confirm the receipt of the above-mentioned Letter of Award (LOA) pertaining to the captioned Project. Further, we confirm our acceptance to the LOA referred above and in this regard attached is duplicate copy of the LOA duly signed by us.

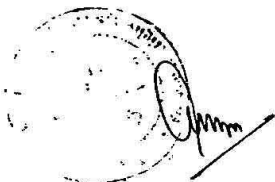
We thank you for giving us the opportunity for implementation of the Project and convey our commitment for successful implementation of the Project.

Sincerely,

For IL&FS Transportation Networks Limited



Ravi Sreechari
Authorised Signatory



XV-1





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone 91-11-25074100/2507421
फैक्स / Fax: 91-11-25093507 / 25093517
एक्स. / Extn. 2223 / 2312 / 2468

Original

NHAI/N-1/11019/2/2009/CN/L3

20.04.2010
03/03/2010

To

IL&FS Transportation Network Ltd.
IL&FS Financial Centre Plot C-22,
G- Block Bandra- Kurla Complex,
Bandra (East)- Mumbai
Tel 022-26593049, Fax 022-26533295

LETTER OF AWARD (LOA)

[Kind Attn: Mr. Ravi Sreehari, Authorized Signatory]

Sub: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH- 1A, from km 89.00 to km 130.00(New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir.(Package no. NHDP-Phase-II/BOT/V/J&K-).

Ref: Your Bid dt. 01.04.2010.

Sir,

1. This is to notify that your original price proposal submitted on 1.04.2010 against the subject Project with construction period of 1825 days has been accepted by NHAI, at your quoted semi annual annuity of Rs. 317.52 Crore (Rs. Three Hundred Seventeen crores Fifty Two Lakhs only), declaring you as the "Selected Bidder".
2. In accordance with the RFP clause no. 3.3.5 (Volume - I), you are hereby requested to confirm alongwith the acceptance of LOA within 7 days of its issue, duly signed and return alongwith the duplicate copy of the LOA in acknowledgement thereof. After acceptance of LOA, you are required to execute the Concession Agreement within 30 days of your acceptance of LOA as per RFP clause no. 1.3 (Volume - I) for which you are required to incorporate Special Purpose Vehicle(a limited liability company) under the company Act 1956 and request NHAI to accept the Concessionaire as the entity which shall under take and perform the obligations and exercise the rights of the selected bidder under the LOA.
3. The Concessionaire for due and faithful performance of its obligations during the Construction Period shall have to furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 125.95 Crores (Rupees One Hundred Twenty Five Crores and Ninety Five Lakhs only).

[Signature]

Accepted & Received

[Signature]



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Cross Ninety five lakhs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause-4.1.2 and Article-9 of RFP - Vol- I).

4. You are required to comply to all the terms and conditions as set forth in the RFQ, RFP documents and subsequent addendums/corrigendums issued.

Yours faithfully,

(P. H. Das)

General Manager (JK&HP)

*Received &
Accepted
Man*



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IL&FS Transportation Networks Limited

The IL&FS Financial Centre, T +91 22 2653 3333
 Plot C-22, G Block, F +91 22 2652 3079
 Bandra Kurla Complex, W www.ilandfs.com
 Mumbai - 400 051
 NDA

Certified true copy of the resolution passed by the Committee of Directors of the Company at their meeting held on June 22, 2010

"RESOLVED THAT:

- (a) Pursuant to the Letter of Award dated May 3, 2010 issued by National Highways Authority of India (NHAI) for for rehabilitation, strengthening and four laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (New Alignment) including 9 Km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir (Package No. NHDP-Phase-II/BOT/V/J&K), the Company do undertake to domicile the Project in the SPV formed for implementation of the Project viz. 'Chenani Nashri Tunnelway Limited'
- (b) The Company do invest in the Equity Capital of Chenani Nashri Tunnelway Limited (CNTL) to the extent of Rs. 7,560 Million and undertake to maintain at all times its equity participation in CNTL in accordance with the Concession Agreement to be entered into between CNTL and NHAI"

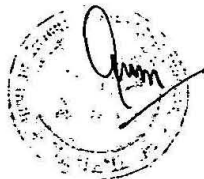
"RESOLVED FURTHER THAT any one of the Directors of the Company or Mr. Cherian George, Chief Financial Officer or Mr. Ajay Menon, Assistant Vice President or Mr. Ravi Sreehari, Assistant Vice President or Mr. Krishna Ghag, Associate Vice President & Company Secretary be and hereby severally authorized to take all necessary steps to give effect to the foregoing resolutions including but not limited to:

- a) Execution of Shareholders Agreement
- b) Execute any deed, documents, undertakings, papers as may be required in this regard
- c) Appear before any statutory, regulatory, local authority (ies) for and on behalf of the Company
- d) Settle any dispute, queries, question, doubt that may arise in relation thereto
- e) Release share application money or advance towards equity of CNTL"

"RESOLVED FURTHER THAT the Common Seal of the Company be affixed, if required, on any or all the aforesaid documents in the presence of any one of the Directors and countersigned by any one of the aforesaid officials of the Company, in token thereof"

Certified to be true
 For IL&FS Transportation Networks Limited

Krishna Ghag
 Krishna Ghag
 Associate Vice President &
 Company Secretary



XVI (1)

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

CHENANI NASHRI TUNNELWAY LIMITED

CERTIFIED TRUE COPY

Handwritten signature

Handwritten signature

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व्यापार प्रारंभ करने का प्रमाण-पत्र
कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कॉर्पोरेट पहचान संख्या : U45400MH2010PLC203614

में एतद्वारा सत्यापित करता हूँ कि मैसर्स
Chenani Nashri Tunnelway Limited

जिसका निगमन, कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत दिनांक दो जून दो हजार दस को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक सोलह जून दो हजार दस को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U45400MH2010PLC203614

I hereby certify that the Chenani Nashri Tunnelway Limited which was incorporated under the Companies Act, 1956 (No. 1 of 1956) on the Second day of June Two Thousand Ten, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Mumbai this Sixteenth day of June Two Thousand Ten

(V ELANGO VAN)

उप कम्पनी अधिकारी / Deputy Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पता पर

Mailing Address as per record available in Registrar of Companies office

Chenani Nashri Tunnelway Limited

THE IL&FS FINANCIAL CENTER, PLOT C-22, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (E).

MUMBAI - 400 051,

Maharashtra, INDIA



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प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या: U45400MH2010PLC203614

2010-2011

मैं एतद्वारा सत्यापित करता हूँ कि मैंसः

Chenani Nashri Tunnelway Limited

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक दो जून दो हजार दस को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Form:1
Certificate of Incorporation

Corporate Identity Number: U45400MH2010PLC203614

2010-2011

I hereby certify that Chenani Nashri Tunnelway Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand and at Mumbai this Second day of June Two Thousand Ten.



(RAJENDER SINGH MEENA)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies
महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय जगलेश में उपलब्ध पत्राचार का पता:

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

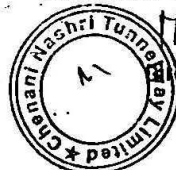
Chenani Nashri Tunnelway Limited

THE IL&FS FINANCIAL CENTER, PLOT C-22, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (E)

MUMBAI - 400051,

Maharashtra, INDIA.

For Chenani Nashri Tunnelway Limited



Director / Authorized Signatory

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002

THE COMPANIES ACT 1956
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CHENANI NASHRI TUNNELWAY LIMITED

- I. The name of the Company is Chenani Nashri Tunnelway Limited
- II. The Registered Office of the Company will be situated in the State of Maharashtra ie within the jurisdiction of Registrar of Companies, Maharashtra, Mumbai
- III. The Objects for which the Company is established are:
 - A. MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:-
 1. Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH - 1A, from km 89.00 to km 130.00 (New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir
 - B. INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:
 2. To promote, develop, establish, construct, build, install, equip, operate and maintain, administer, control, regulate, modify rehabilitate, improve, augment and/or take over, upgrade all types of systems, methods or facilities for facilitating the travel and transportation or commuting of passengers, cargo or freight and to further these objectives amongst others, to construct, build, equip, operate and maintain roads, paths, routes, circuits, courses, streets, approaches, avenues, arteries, boulevards, channels, drags, highways, passes, promenades, roadways, straits thoroughfares, trails, bridges, overpasses, trestles, via ducts, tunnels, passageways, conduits, pathways, culverts, shafts, subways, tubes, bye-passes, freeways, highways, expressways and all types of surface transport infrastructure and all other works, constructions and erections or buildings and things of any description whatsoever either upon lands acquired by the Company or upon other lands and generally, to alter and improve the lands and other properties of the Company or otherwise and to finance and arrange for the financing of any such activities
 3. To acquire by purchase, lease, exchange, hire or otherwise, immovable properties including lands, buildings, tenements and premises of any tenure or value, whether subject or not to any charges or encumbrances, and to hold and develop or to sell, let, alienate, mortgage, charge, license or otherwise deal with all or any of such lands, buildings, tenements or premises or other immovable property
 4. To participate in any capacity in any scheme or program sponsored or promoted by any Government or other authority or person, Indian or Foreign, for the purpose of, and for for undertaking the construction, operation, regulation, improvement, rehabilitation, development of transport facilities of any kind, and to provide the requisite infrastructure therefore and to collect fees, tolls, charges



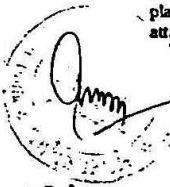
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003

and dues from the public or any Government or other authority for the use of any construction or erection or building established, constructed or built in pursuance of sub-clause (I) or managing or for providing the management of or for the maintenance of facilities or infrastructure put up or acquired by the Company as principal or as agent of, or on behalf of any Government or any other authority or any person whatsoever

5. To participate in various Schemes promoted by the Central/ State Government(s) for and to undertake regulation and improvement of transport facilities and provide the requisite infrastructure therefore on privatisation principles and to charge, demand, collect fees, tolls, rentals, taxes and duties from the public for providing, management or maintaining facilities or infrastructure put up or acquired by the Company as Principals or as agents of all and concessionaire on behalf of Government or any other authority or any person whatsoever
6. To establish and maintain any agencies in India or any part of the world for the conduct of the business of the Company.
7. To establish Branches, Agencies or appoint Representatives in India and elsewhere for anyone or more of the objects of the Company, and to regulate and/or discontinue the same.
8. To enter into all types of internal or external foreign collaborations, licence arrangements, technical assistance, financial or commercial arrangements including the survey of markets for export and to study market conditions in India and outside, for the fulfillment of any objects herein contained.
9. To give advise and / or to offer, give, take circulate and/ or otherwise organise, accept or implement and takeover bids, mergers, amalgamations, acquisitions, diversification, rehabilitation, or restructuring of any business, concern undertaking, company, body corporate, partnership firm or any other association of persons whether incorporated or not, by acquisition of shares or assets and liabilities, and whether as a going concern or as part of the concern or otherwise as may be required having regard to infrastructure business exigencies; and further to promote or procure incorporation formation or setting up of concerns and undertakings whether as company, body corporate, partnership or any other association of persons for engaging in any industrial, commercial or business activities.
10. To set up, incorporate and manage, provide and/or participate in providing venture capital, technology funds, underwriting fund or any other funds for seed capital, risk capital foundation, including giving guarantees or such other financial assistance as may be conducive for development of new enterprises, innovative methods of production and development of existing and new technology, to identify projects including infrastructure projects ideas, to prepare project profiles, profit reports, market research, feasibility studies and reports, pre-investment studies and investigation of industries on micro and macro level, to undertake appropriate service to identify scope of potential for economic and industrial development in any particular geographical area or location whether in India or abroad, to act as lead managers in respect of project assignments by undertaking follow up, supervision and co-ordination work at the instance, behest or on behalf of banks, financial institutions, companies, bodies corporate and to monitor the same to the participants, to act as an adviser in the management of the undertakings, business enterprises, offices, trade occupations and professions systems and by introducing modern techniques and systems and render all assistance as may be necessary including acting as agents for recruitment of personnel, technical, skilled, unskilled, supervisory, managerial or otherwise, and to act as an advisor in the selection of technical process, economic size, sources of plant and machinery and other utilities for business entrepreneurs for the attainment of foregoing business activity.





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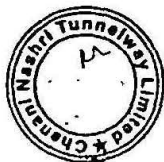
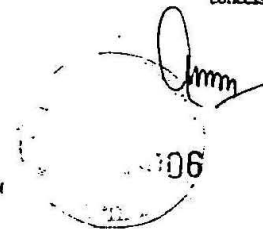
- 11 To acquire, purchase, takeover and/or amalgamate business of companies which under existing circumstances, from time to time, may conveniently or advantageously be combined with the business of the Company and to amalgamate or merge with companies whose business are so acquired, purchased or taken over and/or to enter into agreement with the object of acquisition of such undertaking and/or business.
- 12 To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint venture, reciprocal concessions or otherwise, with any person, firm, association, company or corporation carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly benefit the company and to lend money, to guarantee or contract or otherwise acquire and hold shares or securities of any such person, firm or company and to take or otherwise acquire and hold shares or securities of any such person, firm or companies and to sell re-issue with or without guarantee or otherwise deal with the same.
- 13 To apply for, promote and obtain any Act, charter, privileges, concession, licence, authorisation, if any, Government, State or Municipality provisional order or licence of any authority for enabling the Company to carry any of its objects in effect, or for extending any of the powers of the Company, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interest.
- 14 To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and issue of its capital including costs, charges, expenses of negotiations and contracts and arrangement made prior to and in anticipation of the formation and incorporation of the Company.
- 15 To pay professional fees/ charges and remunerate (by cash or otherwise or in kind or by allotment of fully or partly paid shares or shares credited as fully or partly paid up or in any other manner) any persons, firms, associations, or companies for services, rendered or to be rendered or in rendering technical aid and advice, granting licences or permission for the use of patents, trade secrets, trade marks, processes and acting as trustee for debentureholders or debenture stock-holders of the company or for subscribing or agreeing to subscribe whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional for any shares, debentures, or debenture stock, or other securities of the Company or of any company promoted by this company for services rendered in or about the formation or promotion for the company or any company promoted by this Company or in introducing any property or business to the Company or about the conduct of the business of the Company or for guaranteeing payments of such debenture-stock or other securities and any interest thereon.
- 16 To draw, make, execute, issue, accept, endorse, discount and negotiate promissory notes, mortgage backed securities, hundies, bills of exchange, bills of lading, delivery orders, warrants, certificates, debentures and other negotiable transferable or mercantile instrument or securities.
- 17 To arrange for finance, receive loans, advances, grants or other money on interest or otherwise from any person, or persons, institution, society, company, local authority, Government, international agency, and use it for furthering the objects of this Company
- 18 To take over, manage and administer any of the assets of any borrowing agency that defaults or operates the fund given in contravention of any of the conditions agreed to by it, at the time of sanction of the loan, advance, agreement



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- 19 To create any Depreciation Fund, Sinking Fund, Reserve Fund, Insurance Fund, Development Fund or any other special funds whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company, or for any other purpose conducive to the interests of the Company.
- 20 To carry out the Objects of the Company either as principal, agent, factor, contractor or trustees or in such other capacity and either alone or in conjunction with any other person, firm, body corporate, municipality, state body or government or person.
- 21 To incur debts and obligations for the conduct of any business of the Company and to purchase or hire goods, materials or machinery on credit or otherwise for any business or purpose of this Company.
- 22 To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or for the issue of its Capital including brokerage and commission for obtaining applications, for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company and all expenses of negotiations, contracts arrangement made prior to and in anticipation of the formation and incorporation of the Company.
- 23 To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, or for linking competition with any individual, person or Company having similar objects.
- 24 To receive money on deposit or loan and borrow or raise in such manner as the Company shall think fit, subject to relevant provisions of the Companies Act, 1956, and other laws in force, and in particular by the issue of debentures or debenture-stock, (perpetual or otherwise) bonds, promissory notes, with right to convert into shares and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be but shall not carry on the business of banking as defined in the Banking Regulation Act, 1949, subject to Section 58-A of the Companies Act, 1956 and Reserve Bank of India Directives.
- 25 To purchase, acquire or take over as a going concern by purchase of, or lease or for management of the whole or any part of the business undertaking together with the goodwill, property, contracts, agreements, rights, privileges, effects and liabilities of any person, firm or company including its trade name, trade marks or patents and upon such terms and subject to such stipulations and conditions and at or for such price or consideration (if any) in money, shares, debentures, money's worth or otherwise as may be deemed fit, and to conduct and carry on or liquidate and wind up any such business.
- 26 To enter into, make and perform contracts and arrangements of every kind and description with Corporate Body, State or Central Government or any companies, firms or persons that may seem conducive to the Company's objectives or any of them and to obtain from any such authority any rights, privileges, charters, contracts, concessions, licences or purchase and sale of any kind of goods, machinery, spare parts, securities, shares, stocks, debentures, etc which the Company for the time being may consider necessary or desirable to obtain and to carry out, exercise and comply with such arrangements, rights, privileges and concessions.



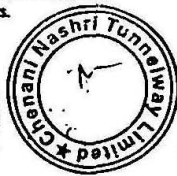
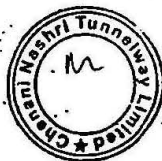
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27. To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets, property or rights.
28. To sell, mortgage, assign or lease and in any other manner deal with or dispose of the undertaking or property of the Company or any part thereof, whether movable or immovable for such consideration as the Company may think fit and in particular for shares, debentures and other securities of any other Company having objects altogether or in part similar to those of this Company.
29. To promote, form, establish or aid in the promotion, formation or establishment of any company or companies, association or associations subsidiary to this Company otherwise, for the purpose of acquiring or purchasing or taking over the entire undertaking of this Company or any of its subsidiary undertakings or any property or rights of this Company, or any of its contracts, options or liabilities or for any other purpose which the Company or its Directors may deem directly or indirectly calculated to benefit this Company, or land or estate which it is interested or to assist in attainment or promotion of its objects, and to subscribe for, place, commissions to secure the subscription of the capital or securities of or loans to any such company.
30. To procure the incorporation, registration or other recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying to any Parliament, Local Government, Municipal or other authority or body, Indian or foreign, for any acts of Parliament laws, decrees, concessions, orders, rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly to prejudice the Company's interests.
31. To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise, and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privileges, which any Government or authority or any Corporation or other public body may be empowered to grant, and to pay for, aid in, and contribute towards carrying on the same effect.
32. To promote, form and to be interested in, and take, hold and dispose of shares in any other company having similar objects, and to subsidise or assist any such companies financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue or other securities of such company and to transfer to any such company any property of this Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such company/ companies.
33. To apply for, purchase, or otherwise acquire and protect and renew or sell any patents, patent rights, brevets d'invention, trade marks, designs, copyrights, know-how, licences, concessions, industrial or commercial property and the like conferring any exclusive or non-exclusive or limited rights to their use, application or exploitation or any secret or other information as to any invention or otherwise which may seem capable of being used for any of the purposes of the Company or directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences the property, rights, or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
34. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory welfare, gratuity, pension or superannuation funds for the welfare and benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments or benefits of medical, health or charitable purposes to any persons, who are or were at any time in the employment or service of the Company, and the wives, widows, families and dependents of any such persons including the directors, ex-directors.

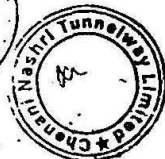
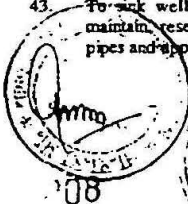
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35. To open bank account or accounts with any bank or banks and to pay into and to withdraw moneys for such account or accounts including overdraft accounts and to operate the same for fulfillment of objects and/or purposes of the Company.
36. To lend or deposit moneys belonging to or entrusted to or at the disposal of the Company to such persons or company and in particular to customers and others having dealings with the Company with or without security, upon such terms as may be thought proper and to guarantee the performance of contracts by such person or company, but not to do the business of banking as defined in the Banking Regulations Act, 1949.
37. To distribute amongst the members of the Company in specie or kind any property of the Company or any proceeds of sale or disposal of any property of the Company whether in the event of the winding up of the Company, subject to the provisions of the Companies Act, 1956.
38. To invest the surplus funds of the Company from time to time in Government securities or in other securities including bills of exchange and acceptance, as may from time to time be determined by the Directors and from time to time sell or vary all such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf.
39. To adopt such means of making known the business of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works, of art, of interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
40. To make donations to such persons or institutions and in such cases and either in cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company, and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, public or cultural, educational or other institutions, objects or for any exhibition or for any public general or other objects and to establish and support or association, institutions, funds, trusts and convenience for the benefit of the employees or ex-employees (including Directors) of the Company or of dependents, relatives or connection of such persons and in particular friendly or otherwise benefit societies and to grant pension, allowances, gratuities and bonuses either by way of annual payments or a lumpsum and to make payments towards insurance and to form and contribute to provident benefit funds and other welfare funds of or for such persons.
41. To carry out in any part of India all or any part of the Company's objects as principal agents, factor, trustee, contractor or otherwise, either alone or in conjunction with any other person, firm, association, corporate body, municipality province, state body or government or colony or dependency thereof.
42. To promote, form and register and aid in promotion, formation and registration of any company or companies, for the purpose of acquiring all or any of the property, undertaking, rights and liabilities of such company and to be interested in, or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures, and other securities in or of any such company or any other Company, for all or any of the objects mentioned in this Memorandum and to subsidise or otherwise assist any such company and to undertake the management or other work, duties and business of any such company on such terms and conditions as may be determined.
43. To sink wells and shafts, and to make, build and construct, lay down and maintain, reservoirs, water works, cisterns, culverts, filter-beds, main and other pipes and appliances, and to execute and do all other works and things necessary



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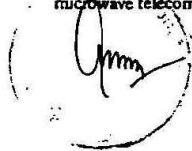


or convenient for obtaining, storing, selling, delivering, measuring and distributing water, or otherwise for the purposes of the Company.

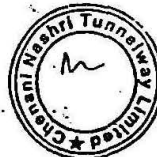
44. To give guarantees and carry on and transact every kind of guarantee and counter-guarantee business and in particular to guarantee the payment of any principal moneys, interest or other moneys secured by or payable under any debentures, bonds, debenture-stocks, mortgages, charges, contracts, obligations and securities and the payment of dividends on and the repayment of the capital of stocks and shares
45. To carry on in all their respective branches all or any of the businesses of builders masonry and general construction contractors and hauliers and among other things to construct, execute, carry out, equip, improve, work and advertise railways, roadways, tramways, docks, harbours, wharves, canals, water-courses, reservoirs, embankments, irrigations, reclamations, sewage, drainage, and other sanitary works, water, gas, electric and other supply works, houses, buildings, and erections of every kind, and businesses that are customarily or usually carried on in connection therewith or naturally incidental thereto.
46. To act as principals, agents, contractors, trustees, agents, or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others

C. OTHER OBJECTS

47. To construct, maintain, improve, develop, work, control, and manage any waterworks, gasworks, reservoirs, roads, tramways, electric power, heat and light supply works, telephone works, hotels, clubs, restaurants, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies, and other works and conveniences which the Company may think directly or indirectly conducive to these objects, and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control, and management thereof.
48. To develop and turn to account any land acquired by the Company or in which the Company is interested, and in particular by levying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building, lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants, and others.
49. To set up, create, issue, float and manage trusts or funds including any mutual fund, growth funds, investment funds, income or capital funds, taxable or tax exempt funds, provident, pension, gratuity and superannuation funds, charitable funds, trusts, or consortium funds to act as administrators or managers of such funds and trusts and to act as trustees for bondholders, debentureholders and for other purposes herein
50. To carry on the business of promotion, organising, procuring incorporation of and giving financial or other assistance in India or abroad independently or in association with any person, Government or any other agencies whether incorporated or not, for any business of the Company.
51. To set up, operate, install, commission, maintain, and to lease, license, let, hire, for charge, cess, toll, rent or other user charges for telecommunication net works in the nature of cellular, mobile, paging systems, fax systems, E-Mail systems, mobile telephones, phones, commercial band communication systems, ship-to-shore telecommunication systems, walkie-talkie systems, data transmission systems, TV signal transmission system or any other mode of telecommunication, microwave telecommunication systems, etc.



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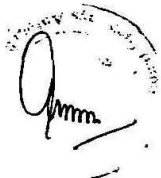


- 52 To adopt new technologies that have been developed in the field of telecommunications from time to time and utilisation the same to its business.
- 53 To carry on the business as merchants, traders, commission agents, buying agents, selling agents, brokers, adatias, buyers, sellers, importers, exporters, dealers in, collectors, or in any other capacity and to import, export, buy, sell, barter, exchange, pledge, mortgage, advance upon or otherwise trade and deal in machinery, equipments, components, spare parts, goods, produce, articles and merchandise of any kind whatsoever and without prejudice to the generality of the foregoing agricultural commodities, food grains, cash crops, cotton, tea, jute, coffee, fruits, vegetables, flowers, milk, milk products, meat, seeds, raw materials required by industries, semi-finished products of industries and finished products of industries including machinery, equipment, chemicals, intermediates, electrical goods, textile yarns, garments, furniture, minerals, ores and oils as wholesalers or retailers on the basis of ready delivery or forward contracts or on commission basis.
- 54 To purchase, take on lease, under concession or otherwise, lands, buildings, works, mines, mineral, deposits, mining rights, plantations, forests and other rights or privileges or interest therein and to exploit, develop, build or upon any land or properties which may be purchased, leased or acquired, and to work alternative account for the same any properties in possession of the Company which are in the nature of, buildings, houses, erections, factories, commercial complexes, works or business which may be directly or indirectly conducive to any of the objectives of the Company and which would contribute to the business of the Company, and would aid or subsidise the business of the Company and to undertake the business of land and property development, of franchise of land in connection with the said buildings and erections as may be considered necessary for commercial developments by the Company and to sell, lend, charter or otherwise dispose, develop, cultivate, maintain, improve, manage, control and exploit the said property or otherwise dispose off the said property, land, building, construction, erections, belonging to the Company, as aforesaid
- 55 To purchase, hold, take on lease or exchange, take on mortgage and give on mortgage, hire or otherwise acquire and hold or deal in any moveable or immoveable property including shops, flats, offices, godowns, patents, licences, and any rights interests and privileges therein and to develop and turn to account or let them out on rent.

IV The liability of the Members is limited

V The Authorised Share Capital of the Company is Rs. 5,00,000 (Rupees Five Lakhs) divided into 50,000 (Fifty Thousand) Equity Shares of Rs 10/- each

The paid up share Capital of the Company shall be minimum of Rs 5,00,000/- (Rupees Five Lakhs Only)





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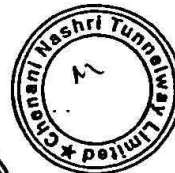
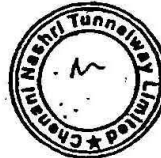
We, the several persons, whose names, addresses and description are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares, in the Capital of the Company set opposite to our respective names:

Sr No	Name, Address, Description and Occupation of each Subscribers	No of Equity Shares taken by each Subscriber	Signature of Subscribers	Signature of Witness with Description & Occupation
1	IL&FS Transportation Networks Limited (Through) Mr Krishna Ghag The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051	49,940	Sd/-	Common witness for all subscribers Mibir Paachmatiya, S/o Late Shri Vrajajal Paachmatiya R/o A/6/8, Jeevan Santosh, flat no. 10, LJC Colony, Borivai (W), Mumbai-4000091 Sd/- (Service)
2	Mr George Cherian S/o Mr Cherian George Flat No. 5 E, 5 th Floor, Laxmi Niwas, 16 th Road, Khar (West), Mumbai-400052 (Service)	10	Sd/-	
3	Mr Krishna Ghag S/o Mr Dhondu Ghag E-37/0:2, Shantiniketan CHS, Sector 4, Phase III, Navi Mumbai-400706, Maharashtra (Service)	10	Sd/-	
4	Mr Ravi Sreehari S/o Mr M Sreehari Flat 201/202, "A" Wing, West End Building, Raheja Vihar, Powai Mumbai 400002 (Service)	10	Sd/-	
5	Mr Ajay Menon S/o Gopalkrishnan Menon 6/86, Aadarsh Nagar, Worli, Mumbai- 30 (Service)	10	Sd/-	
6	Mr Narayanan Doraiswamy S/o Mr Doraiswamy Srirangam Flat 203, 2 nd Floor, L Wing, Mayuresh Shristi Park, Lake Road, Bhandup (West), Mumbai- 400078 (Service)	10	Sd/-	
7	Mr Chandrakant Jagasia S/o Mr Ramchandra Jagasia Plot No. 79, First Floor, Sindhi Soc, Chembur, Mumbai 400071 (Service)	10	Sd/-	
	TOTAL	50,000		

Date: May 14, 2010

Place: Mumbai

[Handwritten Signature]



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THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
CHENANI NASHRI TUNNELWAY LIMITED

I PRELIMINARY

- (1) (i) "The Act" or "the said Act" means the Companies Act, 1956 and includes any statutory modification or re-enactment thereof for the time being in force in India containing the provisions of the Legislature in relation to companies.
- (ii) "Beneficial Owner" shall mean beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.
- (iii) "Board of Directors" or "Board" means the Board of Directors, duly called and constituted or the collective Body of directors for the time being of the Company, or as the case may be, the Directors assembled at a Board Meeting or acting by circular under the Articles.
- (iv) "Capital" means the share capital for the time being raised or authorised to be raised for the purpose of the Company.
- (v) "The Company" or "this Company" means Chenani Nashri Tunnelway Limited
- (vi) "Debenture" includes debenture-stock.
- (vii) "Depository" means a Company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration to act as a depository under the Securities & Exchange Board of India Act, 1992.
- (viii) "Depository Act, 1996" shall include any statutory modification or re-enactment thereof for the time being in force.
- (ix) "Member" means the registered holder from time to time of the shares in the capital of the Company and includes every person who is holding equity shares of the Company and whose name is entered as a beneficial owner in the records of the depository.

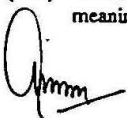




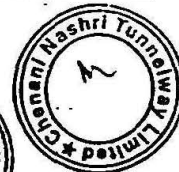
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- (x) 'Office' means the Registered Office for the time being of the Company.
- (xi) 'Persons' includes corporations and firms as well as individuals.
- (xii) 'Proxy' means an instrument whereby any person is authorised to vote for a member at a General Meeting on a poll, and includes Attorney duly constituted under a Power of Attorney
- (xiii) "Month" means a calendar month according to the English calendar, unless otherwise specified.
- (xiv) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(17) of the Act.
- (xv) "The Register" or "The Registers" means the Register of Members to be kept pursuant to Section 150 of the Act.
- (xvi) "Seal" means the Common Seal for the time being of the Company.
- (xvii) "Auditors" means and includes those persons appointed as such for the time being by the Company.
- (xviii) "SEBI" means the Securities and Exchange Board of India.
- (xix) "Secretary" means and includes any person appointed in accordance with the provisions of the Companies (Appointment and Qualification of Secretary) Rules, 1988, or any other rules for the time being in force.
- (xx) "Shareholders" means shareholders of the Company and "Shareholder" means any one of them singly
- (xxi) "Officer" includes any Director, Manager or Secretary, (or any person in accordance with whose directions or instruments the board of Directors or any or more of the directors is or are accustomed to act), but save in Sections 477, 478, 539, 543, 545, 621, 625 and 633 does not include an auditor, "Officer who is in default" shall mean any officer of the Company who is knowingly guilty of the default, non-compliance, failure, refusal or contravention mentioned in that provision, or who knowingly or wilfully authorises or permits such default, non-compliance, failure, refusal or contravention.
- (xxii) "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto respectively by section 189 of the Act.



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(xxiii) "In writing" or "written" mean and include words printed, lithographed, represented or reproduced in any mode in a visible form.

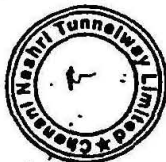
- (a) Words importing the singular number also include the plural number.
 - (b) Words importing the plural number also include the singular number.
 - (c) Words importing the masculine gender also include the feminine gender.
- (2) The Regulations contained in Table "A" of the First Schedule to the Companies Act, 1956, (1) of 1956 shall not apply to this Company save and except so far as such regulations are embodied in these Articles.
- (3) The regulations for the management of the Company and for the observance of the members thereof and their representatives subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, addition to, its regulations in the manner prescribed by Section 31 of the Act, shall be such as are contained in these Articles.

II SHARE CAPITAL

(4) Increase in Capital

The Authorised Share Capital of the Company shall be in accordance with the Memorandum of Association of the Company

The Company in general meeting may from time to time, increase the capital by creation of new shares of such amount as may be deemed expedient. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions as the General Meeting resolving upon the creation thereto shall direct, and if no direction be given, as the Directors shall determine; and in particular, such shares may be issued with preferential or qualified rights as to dividends, and in the distribution of the assets of the Company, with a special or without any right of voting at the General Meeting of the Company in conformity with Section 87 of the Act and the rules made in this behalf by the Central Government. Whenever the capital of the Company has been increased under the provision of this Article, the Directors shall comply with the provisions of Section 97 of the Act



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The minimum paid up capital of the Company shall be Rs 5,00,000/-
(Rupees Five Lakhs only)

(5) Power to issue Equity Capital

The Company shall have power to issue equity capital:

- (a) with voting rights
- (b) with differential rights as to dividend, voting or otherwise in accordance with such rules and subject to such conditions as may be prescribed under the Act

(6) On what conditions new shares may be issued

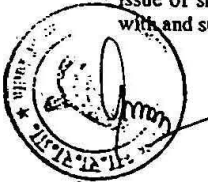
The new shares shall be issued on such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting, resolving upon the creation thereof, shall direct and if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and subject to the rules made in this behalf by the Central Government, with a special or without any right of voting

(7) New capital same as existing capital

Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as a part of the existing capital and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise

(8) Power to issue Preference Shares

The Company shall have power to issue Cumulative/ Non-Cumulative, Convertible/ Non-Convertible, Redeemable Preference Shares carrying a right of redemption out of the profits of the Company or out of Share Premium account of the Company or out of the proceeds of the fresh issue of shares made for the purpose of the redemption in accordance with and subject to the provisions of Section 80 of the Act



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(9) Terms and Conditions of issue of Preference Shares

The Preference Shares to be issued by the Company shall carry such rights, powers and authority and be subject to the provisions of the Act, the terms of issue and the guidelines, if any, issued by the Central Government at the time of the issue.

(10) Buy-back of shares

Notwithstanding anything contained in these Articles, in accordance with the provisions of Section 77A of the Act, the Company may purchase its own shares or specified securities as it may think necessary, subject to such limits, upon such terms & conditions, and subject to such approvals as may be prescribed/required in terms of the provisions of the Act.

(11) Shares under the control of Directors

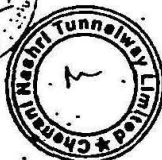
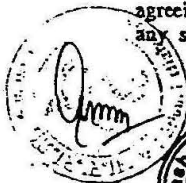
Subject to the provisions of these Articles and of the Act, the shares shall be under the control of the Directors; who may issue, allot or otherwise dispose off the same to such persons on such terms and conditions and at such times as the Directors think fit and with such full power to give any person the option to call for or be allotted shares of any class of the Company either (subject to the provisions of Section 78 and 79 of the Act) at a premium or at a discount, and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for in Section 75 of the Act.

(12) Instalment on shares to be duly paid

If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof, shall be payable by instalment, every such instalment shall when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share, or his legal representative.

(13) Commission for placing shares

In accordance with the provisions of Section 76 of the Act, the Company may, at any time, pay a commission to any person, for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, debenture stock of the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture-stock of the Company. Such



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Commission may be paid or satisfied in cash or in shares, debentures or debenture-stock of the Company

(14) Liability of Members

Every member or his heirs, executors or administrators shall pay to the Company, the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner as the Board of Directors shall, from time to time, require or fix for the payment thereof.

The joint holder of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such shares.

(15) Shares to be numbered progressively and no shares to be sub-divided

The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner herein mentioned, no share shall be sub-divided provided however that the provisions relating to progressive numbering shall not apply to the shares of the Company which are in dematerialised form.

(16) Trust not recognised

Except as ordered by a Court of competent jurisdiction or as provided by the Act, no notice of any trust, express, implied or constructive shall be entered on the register of members or of debenture holders of the Company.

(17) Notice of change of name or address of member

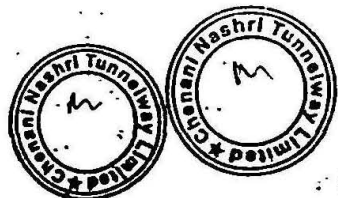
No member who shall change his name or address or who being a female, shall marry, respectively shall be entitled to recover any dividend or to vote, until notice of the change of name or address or of marriage be given to the Company in order that the same be registered.

(18) Acceptance of shares

Any application signed by or on behalf of any applicant for shares in the Company followed by an allotment of any of the shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall, for the purposes of these Articles, be a Member.

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(19) Reduction of capital

The Company may (subject to the provisions of Section 78, 80, 100 to 105 inclusive, of the Act) from time to time by special resolution reduce its capital and any capital redemption reserve account, premium account in any manner for the time being authorised by law, and in particular, capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power of the Company would have if it were omitted.

(20) Sub-division, consolidation and cancellation of shares

Subject to the provisions of Section 94 of the Act, the Company, in a General Meeting may, from time to time, sub-divide or consolidate its shares or any of them and the resolution whereby any shares are sub-divided, may determine that as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with other.

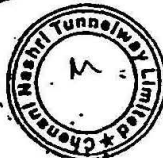
(21) Issue of further pari passu shares not to affect the right of shares already issued

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

III SHARES & CERTIFICATES

(22) Certificates how to be issued

The certificate(s) of shares or debentures shall be issued under the Seal of the Company and shall bear the signature of any person or persons authorized by the Board in that behalf. Every person whose name is entered as a member in the Register shall be entitled to receive the share certificates within three months after allotment or within two months after the application for the registration of transfer (or within such period as the conditions of issue shall provide). The Director may sign a share certificate by affixing his signature thereon by means of any machine equipment or other mechanical means such as engraving in metal or lithography. PROVIDED ALWAYS that notwithstanding anything contained in this Article, the certificates of title to shares may be



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executed and issued in accordance with such relevant provisions of the Act or the Rules made thereunder, as may be in force from time to time

(23) Member's right to certificate

Every member shall be entitled, free of charges, to one or more certificate for all or any of the share/shares registered in his name. Every certificate of shares shall specify the number and the denoting number/numbers of the shares in respect of which it was issued and the amount paid up thereon. The share certificates shall be issued in marketable lots and where share certificates are issued more or less than the marketable lots, consolidation and sub-division of share certificates into marketable lots, shall be done free of charge.

(24) Fractional Certificates

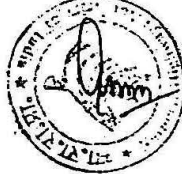
The Company may issue such fractional certificates as the Directors may approve in respect of any of the shares of the Company on such terms as the Directors think fit as to the period within which the fractional certificates are to be converted into share certificates

(25) Issue of new certificate in place of one defaced, lost or destroyed

If any certificate be worn out or defaced or torn or be otherwise mutilated or there is no further space on the back thereof for endorsement of transfer, then, upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity and payment of out-of-pocket expenses incurred by the Company as the Directors deem adequate being given and upon such advertisement being published as the Board may require, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

Such sum not exceeding Rupees Two as the Directors may from time to time prescribe shall be paid to the Company for every certificate issued under this clause. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages on the reverse for recording transfers have been fully utilised.

(26) Issue of Certificates to joint holders



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The certificate of shares registered in names of two or more persons shall be delivered to the person first named in the Register.

(27) The first named of joint holders deemed sole holder

If any share stands in the names of two or more persons, the person first named in the Register shall as regards receipt of dividends or cash bonus, or service of notices or any other matter connected with the Company except voting at meetings and the transfer of the shares, be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly liable for, the payment of all instalments and calls due in respect of such shares and for all incidents thereof according to the provisions of the Act.

(28) Dematerialisation of securities

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its securities and to offer them in a dematerialised form pursuant to the Depositories Act, 1996.

(a) Option for Investors

Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required Certificate of Securities.

If a person opts to hold his security with a Depository, the Company shall intimate to such Depository the details of allotment of the security and on receipt of the information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the security.

If a beneficial owner seeks to opt out of a depository in respect of any security, the beneficial owner shall inform the depository accordingly.

The depository shall on receipt of intimation as above make appropriate entries in the records and shall inform the Company.

The Company shall after receipt of intimation from the depository and on fulfilment of such conditions and on payment of such fees as may be specified by the regulations, issue the



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certificate of securities to the beneficial owner or the transferee as the case may be.

(b) Securities in Depositories to be in fungible form

All securities held by a Depository shall be dematerialised and in fungible form. Nothing contained in Sections 153 and 187C of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.

(c) Rights of Depositories and Beneficial Owners

Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner. Save as otherwise provided in (a) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities, which are held by a Depository.

(d) Allotment of securities dealt with on a Depository

Notwithstanding anything in the Act or these Articles where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.

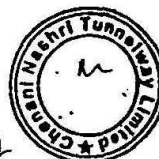
(e) Distinctive numbers of securities held in a depository

Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.

(f) Register and Index of Beneficial Owner

The Register and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles.

(g) Company not to recognise any interest in shares other than member



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Except as ordered by a court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the beneficial owner of shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognise benami trust or equitable, contingent future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of share other than an absolute right thereto, in accordance with these Articles, on the part of any other person whether or not it has express or implied notice thereof, but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or survivor or survivors of them.

(h) Disclosure of Beneficial Interest

- (i) Notwithstanding anything herein contained a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share, shall, within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in the manner provided in the Act;
- (ii) A person who holds a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the share stands in the Register of members of the Company and such other particulars as may be prescribed in the Act;
- (iii) Whenever there is a change in the beneficial interest in a share referred to above, the beneficial owner shall, within the time prescribed from the date of such change make a declaration to the Company in such form and containing such particulars as may be prescribed as provided in the Act;
- (iv) Notwithstanding anything contained in the Act and Article 32 where any declaration referred to above is made to the Company, the Company shall make note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the



declaration a return in the prescribed form with the Registrar with regard to such declaration.

(29) Articles to apply to debentures

The provisions of Articles 22 to 28 shall mutatis mutandis apply to debentures of the Company.

IV CALLS

(30) Calls

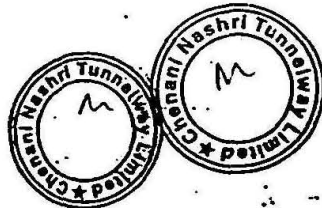
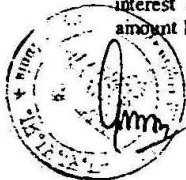
The Directors may, from time to time by resolution passed at a meeting of the Directors and not by a circular resolution, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Each member shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Directors. A call may be made payable by instalments and shall be deemed to have been made when the resolution of the Directors authorising such calls was passed.

(31) Notice of call

At least 14 days' notice of any call shall be given by the Company specifying the time and place of payment and to whom such call shall be paid, provided that before the time for payment of such call, the Directors may, by notice in writing to the members, revoke the same or extend the time for payment thereof.

(32) Amount payable at fixed times or by instalments payable as calls

If by the terms of issue of any share or otherwise any amount is or becomes payable on allotment or at any fixed date or by instalments at fixed times whether on account of the nominal amount of the share or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the Directors and payable on the date on which by the terms of issue or otherwise such sum becomes payable and of which due notice has been given. In case of non-payment of such sum, all the relevant provisions herein contained as to payment of interest and expenses, forfeiture or otherwise shall apply as if such amount had become payable by virtue of a call duly made and notified.



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(33) When interest on call or instalment payable

If sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest at such rate as the Directors may determine. The Directors may, however, in their absolute discretion waive payment of any interest.

(34) Evidence in action for call

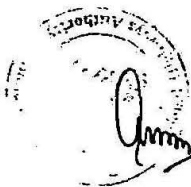
On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders, of the shares, in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued, in pursuance of these presents and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made nor any other matters whatsoever and the proof of the matters aforesaid shall be conclusive evidence of the debt.

(35) Partial payment not to preclude forfeiture

Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided.

(36) Payments of call in advance

The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the sum due upon the shares held by him beyond the sums actually called for; and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made, the Company may (until the same would but for such advance become presently payable) pay interest at such as the member paying such sum in advance and the Directors may agree upon and the Directors may at any time repay the amount so advanced upon giving to such member, notice in writing as agreed upon at the time of receiving the advance. The member making such advance payment shall not,





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however, be entitled to dividend or to participate in profits of the Company or exercise any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable.

(37) **Members not entitled to privileges of membership until all calls paid**

No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all Calls for the time being due and payable on every share held by him, whether alone or jointly with any other person together with interest and expenses, if any.

V FORFEITURE AND LIEN

(38) **If call or instalment not paid, notice may be given**

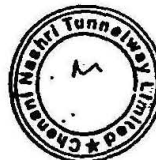
If any member fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

(39) **Form of notice**

The notice shall name a day (not being earlier than the expiry of fourteen days from the date of service of the notice) and a place or places, on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

(40) **If notice not complied with, shares may be forfeited**

If the requisitions of any such notice as aforesaid are not complied with, any shares, in respect of which such notice has been given may, at any time thereafter, before payment on all calls or instalments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board of Directors to that effect. Such forfeiture shall include all dividends and other benefits declared in respect of the forfeited shares and not actually paid or effected, as the case maybe, before the forfeiture.



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(41) Notice of forfeiture

When any share shall have been so forfeited, notice of the resolution of the Board of Directors shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the register of members, provided however, that the failure to give such notice will not in any way invalidate the forfeiture.

(42) Forfeited shares to become property of the Company

Any shares so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot and otherwise dispose of the same in such manner, as they think fit.

(43) Power to annul forfeiture

The Directors may, at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof as a matter of grace and favour but not as a matter of right, upon such terms and conditions as they may think fit.

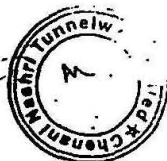
(44) Arrears to be paid notwithstanding forfeiture

Any member whose shares shall have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture together with interest thereon, from the time of forfeiture until payment, at the rate of 12 percent per annum and the Directors may enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation so to do.

(45) Effect of forfeiture

The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demand against the Company in respect of the share and all other rights incidental to the same except only such of those rights as by these presents are expressly saved.

(46) Certificate of forfeiture



A certificate in writing under the hands of any Director and countersigned by the Secretary of the Company, that the call in respect of a share was made and notice thereof was given and that default in payment of the call was made and that the forfeiture of the shares was made by a resolution of the Board of Directors to that effect, shall be conclusive evidence of that fact stated therein as against all persons entitled to such share.

(47) Title of purchaser and allottee of forfeited shares

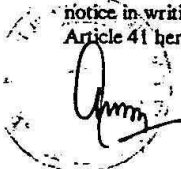
The Company may receive the consideration, if any, given for any share forfeited, on any sale, re-allotment or other disposal thereof and may execute transfer of the share in favour of the person to whom the share is sold or disposed of and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share. Any such purchaser or allottee shall not (unless by express agreement) be liable to pay any calls, amounts, instalments, interest and expenses owing to the Company prior to such purchase or allotment nor shall he be entitled (unless by express agreement) to any of the dividends, interest or bonus accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment. Such purchaser or allottee shall not be bound to see the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

(48) Company's lien on shares

The Company shall have no lien on its fully paid up shares. In the case of partly paid up shares, the Company shall have a lien only to the extent of all moneys called or payable at a fixed time in respect of such shares, otherwise such partly paid up shares shall be free from any lien of the Company. Any lien on shares shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. The Board of Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article.

(49) Enforcement of lien by sale

For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell have been served as provided in Article 41 hereof on such member, his heirs, executors or administrators



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and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice. To give effect to any such sale, the Board may authorise some person to execute an instrument of transfer in respect of the shares sold and to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as aforesaid the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate in lieu thereof to the purchaser or purchasers concerned.

(50) Application of proceeds of sale

The net proceeds of such sale shall be received by the Company and after payment of the cost of such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member and the residue if any, paid to him, his heirs, executors and administrators or assigns or other legal representative as the case may be.

(51) Validity of sale in exercise of lien and after forfeiture

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board of Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale and the entry in the Register in respect of the shares sold shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

(52) Board of Directors may issue new certificates

Where any shares under the powers in that behalf herein contained are sold by the Board of Directors after forfeiture or for enforcing a lien and the certificate in respect thereof has not been delivered up to the Company by the former holder of such shares, the Board of Directors may issue a new certificate of such shares distinguishing it in such manner as they may think fit from the certificate not so delivered.



Application of forfeiture provisions



The provisions of the Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of the issue of a share becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

(54) Articles to apply to debentures

The provisions contained in Articles 39 to 53 shall mutatis mutandis apply to debentures of the Company.

VI TRANSFER AND TRANSMISSION OF SHARES

(55) Members have right of pre-emption.

Except as hereinafter provided no shares in the Company shall be transferable unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(56) Form of notice

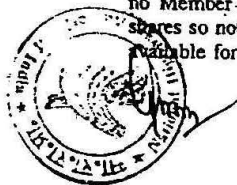
Every Member who intends to transfer shares (hereinafter called the "Transferor") shall give a notice in writing (hereinafter called "Transfer Notice") to the Board or the Agent for the sale of the said shares in one or more lots at the discretion of the Board of Directors of the Company and at a price to be approved by the Board in its absolute discretion.

(57) Board to give Notice to Members

Upon the price being fixed as aforesaid, the Board shall forthwith give notice to all Members of the Company of the number and price of the shares to be sold and invite each of them to state in writing within 21 days from the date of the said notice whether he is willing to purchase any of the said shares, and if so, what maximum number of shares.

(58) Board to allocate shares to Member(s) willing to buy

At the expiration of the said period of 21 days, the Board shall allocate the said shares to or amongst the Member(s) who shall have expressed his/their willingness to purchase as aforesaid, such allocation to be made in proportion to existing shareholding of these Members, provided that no Member shall be obliged to take more than maximum number of shares so notified by him as aforesaid. If all or some of the said shares available for sale are not agreed to be purchased, the Board shall offer



such shares to the Members (other than the transferor and any Member who has declared to take any shares) and such further allocation of shares shall be made within a further period of sixty days from the date of the original notice and shall be in the like manner as hereinbefore provided. Upon such allocation being made, the Transferor shall be bound on payment of the said price to transfer the shares to the purchaser(s), and if the Transferor makes default in so doing, the Board may receive and give a good discharge for the purchase money on behalf of the Transferor and enter the name of the purchaser in the Register of Members as holder by transfer of the said shares purchased by him.

(59) Shares not taken may be transferred to other persons

In the event of the whole of the said shares not being sold under the Articles 57 and 58 hereof, the Transferor may, at any time within three calendar months after the expiration of the said period sixty days, transfer the shares remaining unsold to any price to any person.

(60) Exception

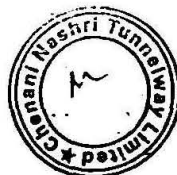
The provision of Articles 56, 57 and 58 hereof shall not apply to transfer to person who is already a Member of the Company nor to a transfer by a Member who is a Body Corporate to its parent Company, or to any of its Subsidiary Companies or to a Corporation which controls or is controlled by or is under the common control of such transferor Corporation or to any of its associates or affiliates, nor to a transfer by a Member to his wife, husband, son, daughter, grandson, granddaughter, father, mother, brother and sister.

(61) Form of transfer.

Shares in the Company may be transferred by an instrument in writing in the usual common form or in such other form as shall from time to time be approved by Directors provided that if so required by the provision of the Act, such instrument of transfer shall be in the form prescribed and shall be duly stamped and delivered to the Company within the prescribed period.

(62) No transfer to infant etc

No transfer shall be made to a minor, an infant or person of unsound mind.



- (63) Transfer to be left at office and evidence of title given when transfer to be retained

Every instrument of transfer duly executed and stamped shall be left at the office of the Company for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall on demand, be returned to the person depositing the same.

- (64) Fee on transfer or transmission

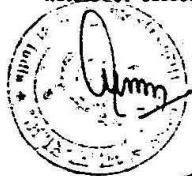
There shall be paid to the Company, in respect if the transfer or transmission of any number of shares to the same party, such fee, if any, not exceeding Re 1/- for each transfer as the Board may require.

- (65) Closure of transfer books .

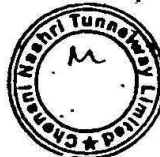
The Directors may, after giving not less than seven days previous notice by advertisement as required by Section 154 of the Act, close the Register of Members or the Register of the Debenture-holders for any period or periods not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time.

- (66) Title to share of deceased holder

The executors or administrators of a deceased member shall be the only persons recognised by the Company as having any title to his share except in case of joint holders, in which case the surviving holder or holders or the executors or administrators of the last surviving holder shall be the only persons entitled to be so recognised; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him. The Company shall not be bound to recognise such executor or administrator unless he shall have obtained probate or letters of administration or other legal representation, as the case may be, from a duly constituted Court in India to grant such probate or letters of administration, provided nevertheless that in cases, which the Board in its discretion consider to be special cases and in such cases only, it shall be lawful for the Board of Directors to dispense with the production of probate or letters of administration or such other legal representation upon such terms as to indemnity or otherwise as the Board of Directors may deem fit. The holder of succession certificate relating to the share of a deceased



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member and operative in the State of Maharashtra shall be deemed to be an administrator for the purposes of this Article.

(67) Directors' power to reject application for transfer

The Board of Directors shall have absolute and uncontrolled discretion and power to decline to register any proposed transfer or transmission of any shares without assigning any reasons whatsoever, subject however, to the provisions of Section 111 of the Act, and the rules made thereunder. This Article shall apply notwithstanding that the proposed transferee or the proposed holder under transmission may already be a member of the Company. Registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on the shares.

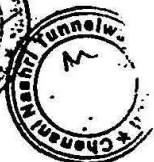
(68) Registration of persons entitled to shares otherwise than by transfer (transmission clause)

Subject to the provisions of the Act and these presents, any person becoming entitled to a share in consequence of death, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Directors (which they shall not be under any obligation to give) and upon producing such evidence as the Board thinks sufficient either be registered himself as the holder of the share or elect to have some person nominated by him and approved by the Board, registered as such holder; provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer of the share in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the share.

Transfer by legal representative: A transfer of the share in the Company of a deceased member made by his legal representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

(69) Persons entitled may receive dividends without being registered as members

A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or moneys as hereinafter provided, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share.



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(70) Board may require evidence of transmission

Every transmission of share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until and unless an indemnity be given to the Company with regard to such registration which the Directors in their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.

(71) Certificate of transfer

The certification by the Company of any instrument of transfer of shares in or debentures of the Company, shall be taken as a representation by the Company to any person acting on the faith of the certification that there have been produced to the Company such documents as on the face of them show a prima facie title to the shares or debentures in the transferor named in the instrument of transfer but not as a representation that the transferor has any title to the shares or debentures.

(72) Transfer of debentures

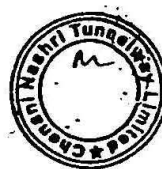
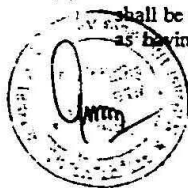
The provisions contained in Articles 56 to Article 72 shall mutatis mutandis apply to the transfer of or the transmission by operation of law of the right to Debentures of the Company.

VII JOINT HOLDERS

(73) Joint holders

Where two or more persons are registered as the holders of any share, the person first named in the Register as one of the joint holders of the share shall be deemed the sole holder for matters connected with the Company subject to the following and other provisions contained in these presents :

- (a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.
- (b) On the death of any such joint holders the survivor or survivors shall be the only person or persons, recognised by the Company as having any title to the share but the Directors may require



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such evidence of death, as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other persons.

- (c) Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends and payment on account of dividends in respect of such share.
- (d) Only the person whose name stands first in the Register of Members as one of the joint holders of any shares shall be entitled to the delivery of the certificates relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in these Presents, from the Company and any documents served on or sent to such person shall be deemed to be served on all the joint holders.
- (e) Any one of two or more joint holders may vote at any meeting either personally or by attorney duly authorised under power of attorney or by proxy in respect of such shares as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then one of such persons so present whose name stands first or higher (as the case may be) on the Register in respect of such share shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by attorney or proxy although the name of such joint holder present by an attorney or proxy stands first or higher (as the case may be) in the Register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands, shall, for the purpose of this sub-clause, be deemed joint holders.

VIII MODIFICATION OF RIGHTS

(74) Power to vary shareholders' rights

Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class, may subject to the provisions of Section 106 and 107 of the Act, be modified, commuted, affected, abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-

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fourths in nominal value of the issued shares of the class or is confirmed by special resolution passed at a separate General Meeting of the holders of shares of that class.

IX BORROWING POWERS

(75) Power to borrow

Subject to the provisions of Section 292 of the Act, the Board of Directors may from time to time by a resolution passed at a Meeting of the Board, accept deposits from members, either in advance of calls or otherwise and may generally raise or borrow or secure the payment of any sum or sums of money for the Company.

(76) Conditions for repayment of moneys borrowed

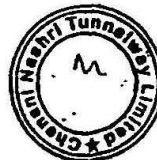
The payment or repayment of moneys borrowed pursuant to Article 75 of these presents may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit including by the issue of debentures or debenture stock of the Company charged upon all or any part of the undertakings or property of the Company (both present and future) and its uncalled share capital for the time being pursuant to a resolution passed at the meeting of Board of Directors but not by its circular resolution.

(77) Debentures and securities to be subject to control of Directors

Any debentures, debenture stock, bonds or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

(78) Terms of issue of Debentures

Any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending general meetings of the Company and the right to appoint Directors and otherwise. Debentures carrying the right of conversion into or allotment of shares shall be issued only with the consent of the Company in general meeting and subject to and in accordance with the provisions of Section 81 of the Act.



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(79) Mortgage uncalled capital

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board of Directors shall subject to the provisions of the Act and these presents make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed or, if permitted by the Act, may, by instrument under the Company's Seal, authorise the person in whose favour such mortgage or security is executed or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions herein before contained in regard to calls shall, mutatis mutandis, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Board's power or otherwise, and shall be assignable if expressed so to be.

(80) Priority over charge on uncalled capital

Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same charge subject to such prior charge and shall not be entitled by notice to the shareholders or otherwise, to obtain priority over such prior charge.

(81) Indemnity may be given

If the Directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the Company under the due process of law or under the authority of any law enforcement agencies, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

X GENERAL MEETINGS

(82) Annual or ordinary General Meeting

The Annual General Meeting shall be held in accordance with Section 166 of the Act and shall be called for a time during business hours on a day that is not a public holiday and shall be held either at the Registered Office of the Company or at such place in the city, town or village in which the Registered Office of the Company is situated, as the Board of



Directors may determine and the notices calling the meeting shall specify it as the Annual General Meeting.

(83) Right to attend General Meetings

Every member of the Company shall be entitled to attend every general meeting either in person or by proxy, and the Auditor of the Company shall have the right to attend and to be heard at any general meeting on any part of the business which concerns him as Auditor.

(84) Reports, Statements and Registers to be laid on the table

At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and audited Statement of Accounts, Auditors' Report (if not already incorporated in the audited Statement of Accounts), the proxies lodged and the Register of Directors' holdings maintained under Section 307 of the Act. The Auditors' Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

(85) Distinction between Ordinary and Extra-Ordinary General Meeting

All general meetings other than Annual General Meetings shall be called Extra-ordinary General Meetings.

(86) Who may call Extra-Ordinary General Meeting

The Board may, whenever it thinks fit, call an Extraordinary General Meeting. If at any time there are not within India Directors capable of acting who are sufficient in number to form a quorum, any Director or any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible as that in which such a meeting may be called by the Board at such time and place as it or they may determine.

(87) Calling of Extra-ordinary General Meeting on requisition

The Board of Directors of the Company shall on the requisition of such number of members of the Company as is specified in sub-section (4) of Section 169 of the Act, forthwith proceed duly to call an Extraordinary General Meeting of the Company, and in respect of any such requisition and of any meeting to be called pursuant thereto, all the other provisions of Section 169 of the Act and of any statutory modification thereof for the time being shall apply.



(88) Notice of meeting

A general meeting of the Company may be called by giving not less than 21 days notice in writing. However, a general meeting may be called after giving a shorter notice than that of 21 days, if consent is accorded thereto:

- (i) in the case of an Annual General Meeting, by all the members entitled to vote thereat; and
- (ii) in the case of any other meeting, by members of the Company holding not less than 95 per cent of such part of the paid up share capital of the Company as gives them a right to vote at that meeting;

Provided that where any members of the Company are entitled to vote only on some resolutions or resolution to be passed at the meeting and not on the others, those members shall be taken into account for the purpose of this Article in respect of the former resolution or resolutions but not in respect of the latter.

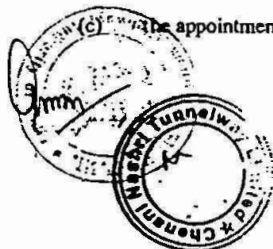
(89) Contents of notice

Every notice of a meeting of the Company shall specify the place, the date and hour of the meeting, and shall contain a statement of the business to be transacted thereat. No general meeting, annual or extraordinary shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it was convened.

(90) Special business

In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed Special, with the exception of business relating to: -

- (a) the consideration of the accounts, Balance Sheet and Profit and Loss Account and the Report of the Board of Directors and of the Auditors,
- (b) the declaration of dividend,
- (c) the appointment of Directors in the place of those retiring,



- (d) the appointment and the fixing of the remuneration of the Auditors

In the case of any other meeting all business shall be deemed Special

- (91) Service of notice

Notice of every meeting shall be given to every member of the Company as provided in Section 53 of the Act.

- (92) Notice to be given to Auditors

Notice of every meeting of the Company shall be given to the Auditor or Auditors for the time being of the Company, in the manner provided in Section 53 of the Act.

- (93) Omission to give notice not to invalidate meeting

The accidental omission to give notice of any meeting to or the non-receipt of any notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

- (94) Resolution requiring Special Notice

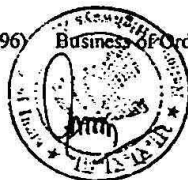
Where by any provision contained in the Act or in these presents, Special Notice is required of any resolution, notice in respect of the same shall be given to the Company and by the Company as provided in Section 190 of the Act.

XI PROCEEDINGS AT GENERAL MEETINGS

- (95) Business of Ordinary Meeting

The business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the Reports of the Directors and of the Auditors, to elect Directors in place of those retiring, to appoint Auditors and to fix their remuneration, to declare dividends and to transact any other business which, under these presents, ought to be transacted at an Annual General Meeting.

- (96) Business of Ordinary Meeting - Special Business



All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed Special.

(97) Quorum to be present when business commenced

Five members present in person shall be quorum for a general meeting and no business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business

(98) Chairman of General Meetings

The members present shall on a show of hands, elect one of them to be Chairman of the meeting.

If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Act and these presents and the Chairman elected on show of hands shall exercise all the powers of the Chairman under the said provisions: If some other person is elected Chairman as a result of the poll, he shall be the Chairman for the rest of the meeting.

(99) When, if quorum not present, meeting to be dissolved and to be adjourned

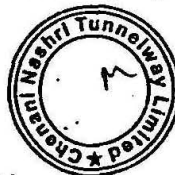
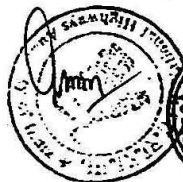
If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day, time and place, as the Directors may by notice to the shareholders appoint. If at such adjourned meeting a quorum is not present those members who are present shall be a quorum and may transact the business for which the meeting was called.

(100) Business confined to election of Chairman while Chair vacant

No business shall be discussed at any General Meeting except election of a Chairman while the Chair is vacant.

(101) How questions to be decided at meetings - casting vote

Every question submitted to a meeting shall be decided, in the first instance, by a show of hands and in the case of an equality of votes, the



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Chairman shall, both on a show of hands and on a poll have a casting vote in addition to the vote to which he may be entitled as a member.

(102) Voting by show of hands

At any General Meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded be decided on a show of hands.

(103) Result of voting

A declaration by the Chairman that on a show of hands, a resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

(104) Demand for poll

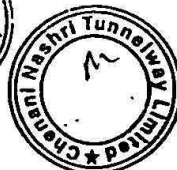
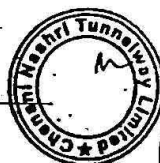
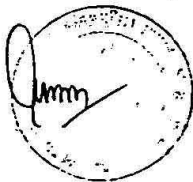
Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution or on which an aggregate sum of not less than fifty thousand rupees has been paid up

(105) Poll may be withdrawn

The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

(106) Time of taking poll

Any poll duly demanded on the question of adjournment shall be taken forthwith. A poll demanded on any other question (not being a question relating to the election of a Chairman) shall be taken at such time not exceeding 48 hours from the time when the demand was made, as the Chairman may direct.



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(107) Power to adjourn General Meeting

The Chairman of a General Meeting, may with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(108) Business may proceed notwithstanding demand for poll

The Demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question of which a poll has been demanded.

(109) Scrutineers at poll

Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.

(110) Power to remove Scrutineer

The Chairman shall have power, at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.

(111) Member to be Scrutineer

Of the two scrutineers, one shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed.

(112) Manner of taking poll

The Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

(113) Result of poll

The result of the poll shall be deemed to be decision of the meeting on the resolution on which the poll was taken.



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- (114) Chairman to be the sole judge of the validity of the vote tendered at meeting and at poll

The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of all polls shall be the sole judge of the validity of every vote tendered at such poll.

- (115) Right of member to use his vote

On a poll taken at meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

- (116) Resolution passed at adjourned meeting

Where a resolution is passed at an adjourned meeting of the Company, the resolution shall, for all purposes, be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

- (117) Minutes of General Meeting

The Company shall cause minutes of the proceedings of every general meeting to be entered in the book kept for that purpose and the minutes shall contain and include the matters specified in Section 193 of the Act.

- (118) Inspection of Minutes Books of General Meetings

The books containing the aforesaid minutes shall be kept at the Registered Office of the Company and be open to the inspection of any member without charge as provided in Section 196 of the Act. Any member shall be furnished with a copy of any minutes in accordance with the terms of that section.

- (119) Votes may be given by proxy or attorney

Subject to provisions of the Act and these presents, votes may be given personally or by attorney duly authorised under power of attorney or by proxy or in case of a body corporate also by a representative duly authorised under Section 187 of the Act or by proxy of such representative of the body corporate.



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XII VOTING RIGHTS

(120) Votes of members

Every member, who being an individual, is present in person or being a corporation, is present by a representative, shall have one vote on a show of hands.

(121) Voting right in proportion to share of paid up capital of the Company

Every member who being an individual present in person or by a proxy or by attorney duly authorised under power of attorney, or being a Corporation is present by a representative or his proxy shall, on a poll, have a voting right in proportion to his share of the paid up equity capital of the Company.

(122) No voting by Proxy on show of hands

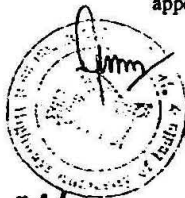
No member not personally present shall be entitled to vote on a show of hands unless such member is present by attorney duly authorised under power of attorney or unless such member is a body corporate present by a representative duly authorised under Section 187 of the Act in which case such attorney or representative may vote on a show of hands as if he were a member of the Company.

(123) Person entitled under the Transmission Clause may vote at General Meeting

Any person entitled under the Transmission Clause to any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such share, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be, at which he proposes to vote he shall satisfy the Board of Directors of his right to Transmission of such shares, unless the Directors shall have previously admitted his right to Transmission of such shares or his right to vote at such meeting in respect thereof.

(124) Instrument appointing Proxy

The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or, if such appointer is a corporation, under his common seal or the hand of an



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officer or an attorney duly authorised by it. A person may be appointed a proxy though he is not a member of the Company, but such proxy shall not have any right to speak at any meeting.

(125) Member's rights to appoint Proxy to be stated in notice

Every notice convening a meeting of the Company shall state that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote on poll instead of him and that a proxy need not be a member of the Company.

(126) Instrument appointing Proxy to be deposited at Office

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote in case of a poll and in default the instrument of proxy shall not be treated as valid.

(127) When vote by proxy valid, though authority revoked

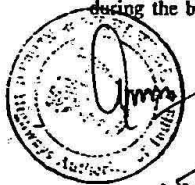
A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the Principal or revocation of the proxy or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office of the Company or by the Chairman of the meeting before the vote is given.

(128) Form of Proxy

Every instrument of proxy, whether for a specified meeting or otherwise shall as nearly as circumstances will admit, be in the form specified in Schedule IX of the Act.

(129) Time and place to inspect the Proxies lodged

Every member entitled to vote at a meeting of the Company according to the provisions of these presents on any resolution to be moved thereat, shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than three



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days' notice in writing of the intention to inspect is given to the Company

(130) No member entitled to vote etc while call due to Company

No member shall be entitled to vote either personally or by proxy at any General Meeting of a class of shareholders either upon a show of hands or on poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.

XIII DIRECTORS

(131) First Directors

The First Directors of the Company are :

- (i) Mr Ajay Menon
- (ii) Mr Krishna Ghag
- (ii) Mr Ravi Sreehari

(132) Board of Directors

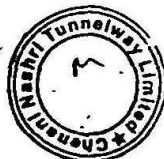
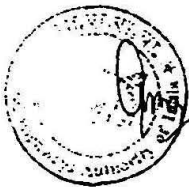
The Company shall be managed and controlled by its Board of Directors and shall have the responsibility, power and authority to manage and supervise the financial, commercial and personnel activities of the Company and for determining the overall policies and objectives of the Company

(133) Number of Directors

Until otherwise determined by the Company in General Meeting and subject to the provisions of Section 252 of the Act, the total number of Directors (excluding the Nominee Director/s of Financial Institutions and/or Special Director/s) shall not be less than three and not more than twelve.

(134) Appointment of Alternate Directors

The Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original director") during his absence for a



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period of not less than three months from the State in which the meetings of the Board are ordinarily held. An Alternate Director appointed under these Article shall not hold office for a period longer than that permissible to the original director in whose place he has been appointed and shall vacate office if and when the original director returns to that State. If the term of office of the Original director is determined before he so returns to that State, any provisions in the Act or these Articles for the automatic re-appointment of retiring director in default of another appointment, shall apply to the original director and not to the alternate director.

(135) Appointment of Additional Directors

Subject as aforesaid, the Board shall have power at any time and from time to time, to appoint or as an additional Director pursuant to and in accordance with the provisions of Section 260 of the Act, but so that the total number of Directors shall not at any time exceed the maximum number fixed by Article 133. But any additional Director or Directors so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election.

(136) Appointment of Director in casual vacancy

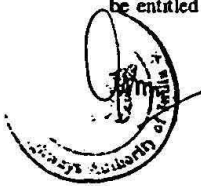
Subject to the provisions of Sections 262, 264(1) the Board shall have power at any time and from time to time to appoint any other qualified person to be a director to fill up a casual vacancy. Any person so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated by him.

(137) Nominee Directors

The Company shall, subject to the provisions of the Act, be entitled to agree with any person, firm or body corporate, being a Member of the Company, that he or it shall have the right to appoint his or its nominee on the Board of Directors of the Company upon such terms and conditions as the Company may deem fit. Such nominee and their successors in office appointed under this Article shall be called "Nominee Directors" of the Company

(138) Terms of office of Nominee Directors

The Nominee Directors appointed under the last preceding Article shall be entitled to hold office until removed by the firm or body corporate



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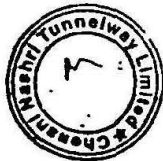
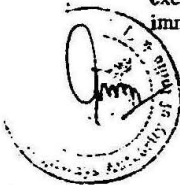
who may have appointed them, and will not be bound to retire by rotation or be subject to Articles hereof. A Nominee Director shall not require any qualification Shareholding. As and whenever a Nominee Director vacates office whether upon request as aforesaid or by death, resignation or otherwise, the firm or body corporate who appointed such Nominee Director may appoint another Director in his place. Every nomination, appointment or removal of a Nominee Director or other notification under this Article shall be in writing and shall in the case of a Company under the hand of a Director of such Company duly authorised in that behalf by a resolution of the Board of Directors. Subject as aforesaid, a Nominee Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

(139) Nominee directors of Financial institutions/bank

In case the Company obtains any loans/ other facilities from financial institutions/banks and it is a term thereof that the said financial institutions/banks shall have the right to nominate one or more Directors, then subject to such terms and conditions as may be agreed upon, the said financial institutions/banks shall be entitled to nominate one or more Directors as the case may be, on the Board of Directors of the Company and to remove from office any such director so appointed who resigns or otherwise vacates his office. Any director or directors so nominated shall not be liable to retire by rotation. Any such nomination or removal shall be made in writing and by a resolution of the Board of Directors of such financial institution/banks and shall be signed by the said financial institution/banks or by any person duly authorised by it. Removal of any such Nominee Director by any such Financial Institution/banks shall take effect upon communication by such Financial Institution/banks in writing confirming compliance of the procedure stated above

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s appointed by Financial Institution/banks. Such nominee Director/s shall not be required to hold any share qualification in the Company. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Financial Institution/banks or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately upon the moneys owing by the Company to the Financial



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Institution/banks being paid off or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Financial Institution/banks

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all, Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is / are member/s, as also the minutes of such meetings. The Financial Institution/banks shall also be entitled to receive all such notices and minutes

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission, monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the Financial Institution/banks and the same shall accordingly be paid by the Company directly to the Financial Institution/banks. Any expenses that may be incurred by the Financial Institution/banks or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Financial Institution/banks or, as the case may be to such Nominee Director/s

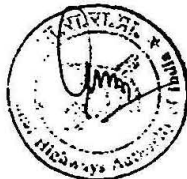
Provided also that in the event of the Nominee Director/s being appointed as whole time Director/s, such Nominee Director/s shall exercise such powers and duties as may be approved by the Financial Institution/banks and have such rights as are usually exercised or available to a whole-time Director in the management of the affairs of the Company. Such whole-time Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Financial Institution/banks"

(140) Qualification Shares

A director of the Company shall not be bound to hold any qualification shares.

(141) Remuneration of Directors

- (a) Subject to the provisions of the Act, a Managing Director or a Director who is the wholetime employment of the Company, may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by another.



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(b) Subject to the provisions of the Act, a Director, who is neither in the wholetime employment nor a Managing Director may be paid remuneration either -

(i) by way of a monthly, quarterly or annual payments, or

(ii) by way of commission if the Company by a Special Resolution authorises such payment.

(142) Compensation in addition to remuneration

The Directors may offer and pay to any Director who is not a bonafide resident of the place where a meeting is held and who shall come to such place for the purpose of attending a meeting, such sum as the Directors may consider fair compensation for travelling, hotel and other expenses in addition to his remuneration as above specified and the Directors may from time to time fix the remuneration to be paid to any member or members of their body constituting a committee appointed by the Directors in terms of these presents and may pay the same.

(143) Remuneration for extra services

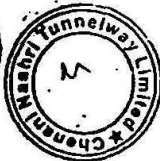
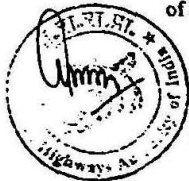
If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company shall remunerate such Director, in such manner as may be determined by the Board of Directors and such remuneration may be in addition to the fee payable to him under the preceding Article. Attendance at a Board Meeting or Committee Meeting at the Registered Office of the Company shall not be deemed to be extra service or special exertion within the meaning of this Article.

(144) Directors may act notwithstanding vacancy

The continuing Directors or Director may act notwithstanding any vacancy in the Board but, so that, if their number falls below the minimum above fixed, the Directors or Director shall not except for the purpose of filling vacancies or summoning a General Meeting, act so long as the number is below the minimum.

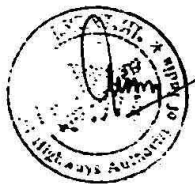
(145) When office of Director to be vacated

(a) Subject to the provisions of Section 283(2) of the Act the office of Director shall become vacant if :



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- (i) he is found to be of unsound mind by a Court of competent jurisdiction; or
- (ii) he applies to be adjudicated as an insolvent; or
- (iii) he is adjudged as an insolvent; or
- (iv) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call unless the Central Government has, by notification in the Official Gazette, removed the disqualification incurred by such failure; or
- (v) any office or place of profit under the Company or any subsidiary thereof is held by him in contravention of Section 314(1) of the Act; or
- (vi) he absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board of Directors for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board of Directors; or
- (vii) he becomes disqualified by an Order of the Court under Section 203 of the Act; or
- (viii) he is removed in pursuance of Article 155 and Section 284 of the Act; or
- (ix) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private Company of which he is a director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
- (x) he acts in contravention of Section 299 of the Act; or
- (xi) he is convicted by a Court for any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or
- (xii) he having been appointed a Director by virtue of his holding any office or other employment in the Company, ceases to hold such office or other employment in the Company.



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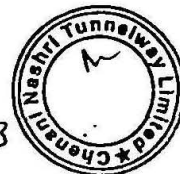
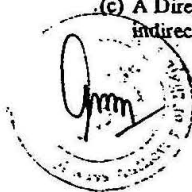
- (b) Subject to the provisions of the Act a Director may resign his office at any time by notice in writing addressed to the Company or to the Board of Directors.

(146) Directors may contract with the Company

- (a) A Director or his relative, a firm in which such Director or relative is a partner, any other person in such firm or a private Company of which the Director is a member or Director, may enter into any contract with the Company for the sale, purchase of supply of any goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company only after obtaining the sanction of the Board of Directors. Provided that in the case of the Company having a paid up Capital of not less than Rupees One Crore no such contract shall be entered into except with the previous approval of the Central Government.
- (b) No sanction, however, shall be necessary for :
- (i) any purchase of goods and materials from the Company or the sale of goods or materials to the Company, by any such Director, relative, firm, partner or private Company as aforesaid for cash at prevailing market price; or
- (ii) any contract or contracts between the Company on one side and any such Director, relative, firm, partner or private Company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm, partner or private Company, as the case may be, regularly trades or does business where the value of the goods and materials or the cost of such services do not exceed Rs 5,000/- in the aggregate in any year comprised in the period of the contract or contracts

Provided that in circumstances of urgent necessity, the Company may without obtaining the consent of the Board enter into any such contract or contracts with the Director, relative, firm, partner or private Company even if the value of such goods or materials or the cost of such services exceeds Rs 5,000/- in the aggregate in any year comprised in the period of the agreement, if the consent of the Board shall be obtained to such contract or contracts at a meeting within three months of the date on which the contract was entered into.

- (c) A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement



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entered into or a proposed contract or arrangement to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 299(2) of the Act. A general notice given to the Board by the Director to the effect that he is a Director or Member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

(147) Register of contracts in which Directors are interested

The Company shall keep a Register of all contracts or arrangements in which any Director is interested or concerned as required by Section 301 of the Act.

(148) Director may be a director of companies promoted by the Company

A Director of this Company may be or become a director of any Company promoted by this Company or in which it may be interested as a vendor, purchaser, shareholder or otherwise and no such Director shall be accountable for any benefits received as director or member of such Company.

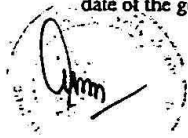
XIV ROTATION OF DIRECTORS

(149) Retirement by rotation

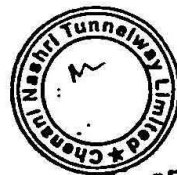
The Directors shall be liable to retire by rotation with the exception of the Managing Director appointed under Article 169.

(150) Retirement of one-third of Directors

At the First Annual General Meeting of the Company held next after the date of the general meeting at which the first directors are appointed and



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at every subsequent annual general meeting, one third of such of the directors for the time being are liable to retire by rotation or if their number is not three or a multiple of three, then the number nearest to one third, but not exceeding one third shall retire from office.

(151) Ascertainment of Directors retiring by rotation and eligibility for re-appointment

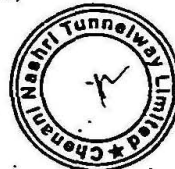
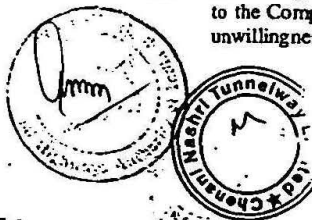
Subject to Section 284(5) of the Act, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. A retiring Director shall retain office until the conclusion of the meeting at which his re-appointment is decided or his successor is appointed. The retiring Director shall be eligible for re-appointment.

(152) Company to appoint successors

Subject to the provisions of the Act at the Annual General Meeting at which a Director retires in the manner aforesaid, the members present at the meeting may fill up the vacated office by electing the retiring Director or some other person thereto.

(153) Provisions in default of appointment

- (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy the meeting shall stand adjourned till the same day in the next week at the same time and place, or if that day is public holiday, till the next succeeding day which is not a public holiday, at the same time and place
- (b) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless
- (i) at the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;
- (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;



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- (iii) he is not qualified or is disqualified for appointment
- (iv) a resolution whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act, or
- (v) the proviso to sub-section (2) of Section 263 of the Act is applicable to the case.

(154) Company may increase or reduce the number of Directors

Subject to Sections 252 and 259 of the Act, the Company may, by ordinary resolution, from time to time, increase or reduce the number of Directors, within the limits fixed in that behalf by these presents.

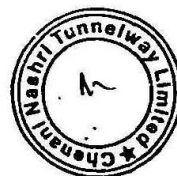
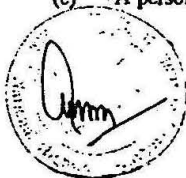
(155) Removal of Directors

Subject to the provisions of Section 284 of the Act the Company may remove any Director before the expiration of his period of office and appoint another person in his place. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

(156) Notice of candidature for Office of Director

- (a) Subject to the provisions of the Act and these presents any person who is not a retiring Director shall be eligible for appointment to the office of Director at any general meeting, if he or some member intending to propose him has, not less than fourteen days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be
- (b) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257 signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign, and file with the Company, his consent in writing to act as a Director, if appointed

(c) A person other than -



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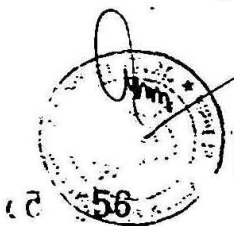
- (i) Director re-appointed after retirement by rotation or immediately on the expiry of his term of office; or
- (ii) an additional or alternate Director or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or re-appointed as an additional or alternate Director, immediately on the expiry of his term of office; or
- (iii) a person named as a director of the Company under its Articles as first registered -

shall not act as a Director of the Company unless has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director

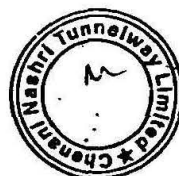
XV PROCEEDINGS OF DIRECTORS

(157) Proceedings of Directors

- (a) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they may think fit
- (b) A meeting of the Board of Directors shall be held at least once in every calendar quarter and at least 4 such meetings shall be held in every year
- (c) A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Board
- (d) Notice of each meeting of the Board Directors of the Company shall be sent to all Directors and all alternate directors for the time together with the agenda for the meeting at least 7 business days before the meeting is proposed to be held every quarter
- (e) The meetings of the Board of Directors will be held at a place mutually decided upon by the Directors provided that if and when permitted by the Companies Act, 1956 meetings of the Board of Directors may be generally held at Mumbai or at a place mutually decided upon by the Directors having given due regard to ease of access of the Directors to such meetings of the Board of Directors. All meetings of the Board of Directors shall be attended in person, provided that if and when permitted by the Companies Act, 1956 meetings may be attended in person or by telephone, conference call or video conferencing where each



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Director participating in the meeting can hear all other Directors participating in the meeting

(158) Quorum for a Board Meeting

Subject to the provisions of Section 287 of the Act, the quorum for a meeting of the Board of Directors shall be two or one third of its total strength excluding Directors, if any whose places may be vacant at the time, (any fraction contained in that one third being rounded off as one) whichever is higher.

(159) Chairman of the Board

The Board of Directors would mutually elect a Chairman from amongst its Directors who may or may not be Whole time Directors of the Company. The Chairman shall hold office for such time as the Board stipulates at the time of appointment and shall not have a casting vote

(160) Decision of Questions

Questions arising at any meeting shall be decided by a majority of votes. Each Director would be entitled to one vote and the Chairman will not have a second or casting vote

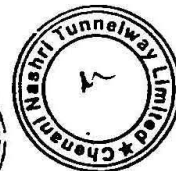
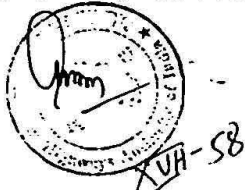
(161) Powers of quorum

A Meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or these presents are for the time being vested in or exercisable by the Directors generally.

(162) Directors may appoint Committee and delegate powers

Subject to the restrictions contained in Section 292 of the Act, the Board may delegate any of its powers to Committees of the Board consisting of such Members of its body, as it thinks fit. Every Committee of the Board so formed shall in exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their formation but not otherwise, shall have like force and effect as if done by the Board.

(163) Passing of resolution by the Board



A resolution shall be deemed to have been duly passed by the Board only if it has been approved by a majority of the Directors as are entitled to vote on the resolution.

(164) Resolution by circulation

A resolution shall be deemed to have been duly passed by the Board by circulation if the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors at their respective addresses registered with the Company and has been approved by a majority of the Directors as are entitled to vote on the resolution.

(165) Acts of Board or Committee valid notwithstanding defective appointment etc.

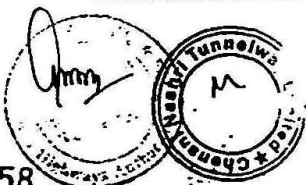
All acts done by any meeting of the Board or by a committee of the Board or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or Committee or person acting as aforesaid, or that they or any of them were or was disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these presents, be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

XVI POWERS OF THE BOARD OF DIRECTORS

(166) General power of the Board

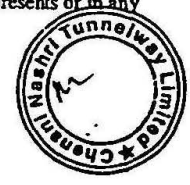
Subject to the provisions of the Act, the Board of Directors shall be entitled to exercise all such powers, and to do all such acts and things, as the Company is authorised to exercise and do; provided that the Directors shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Act or by the Memorandum of Association of the Company or these presents or otherwise, to be exercised or done by the Company in General Meeting; provided further that in exercising any such power or doing any such act or thing, the Board of Directors shall be subject to the provisions contained in that behalf in the Act or in any other Act or in the Memorandum of Association of the Company or these presents or in any

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The image shows a handwritten signature in black ink over a circular stamp. The stamp contains the text "Chennai Tunnelway Limited" around the perimeter and "M" in the center.

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A circular stamp with the text "Chennai Tunnelway Limited" around the perimeter and a handwritten signature in the center.

regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting.

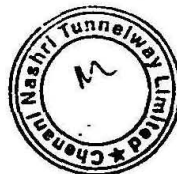
(167) Certain powers to be exercised by Directors only at a meeting

The Board of Directors of the Company shall exercise the following powers on behalf of the Company, and it shall do so, only by means of resolutions passed at meeting of the Board of Directors -

- (a) the power to make calls on shareholders in respect of moneys unpaid on their shares;
- (aa) the power to authorise the buy-back referred to in the first proviso to clause (b) of sub-section 77A of the Companies Act, 1956
- (b) the power to issue debentures;
- (c) the power to borrow moneys otherwise than on debentures including the power to enter into arrangements with bankers for the borrowing of moneys by way of overdraft or cash credit or otherwise but not the actual day to day availing of such arrangements;
- (d) the power to invest the funds of the Company; and
- (e) the power to make loans;

Provided that the Board of Directors may, by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, the Manager or any other principal officer of the Company or in the case of a branch office of the Company, a principal officer of the branch office the powers specified in clauses (c), (d) and (e) to the extent specified below :

- (1) Every resolution delegating the power to borrow moneys otherwise than on debentures shall specify the total amount at any one time upto which the moneys may be borrowed by the delegate;
- (2) Every resolution delegating the power referred to in clause (d) above shall specify the total amount upto which the funds may be invested and the nature of the investment of the investments which may be made by the delegatee;
- (3) Every resolution delegating the power referred to in clause (e) above shall specify the total amount upto which loans may be



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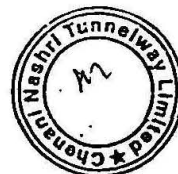
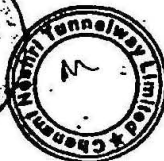
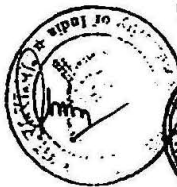
made by the delegatee(s), the purpose for which the loan may be made for each such purpose in individual cases;

- (4) Nothing in this Article contained shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Directors of any powers herein specified

(168) Specific powers given to Directors

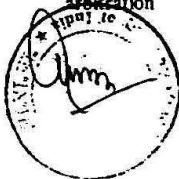
Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these presents it is hereby expressly declared that the Board shall have the following powers, that is to say, power;

- (a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company
- (b) To purchase or otherwise acquire for the Company, any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions, as they think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be necessarily satisfactory
- (c) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable property of the Company either separately or jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power
- (d) To open accounts with any bank or bankers or with any Company, firm or individual and to pay moneys into and draw moneys from any such account from time to time as the Directors may think fit
- (e) At their discretion, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, mortgages or other securities of the Company and any such shares may be issued either as fully paid up or with such amounts credited as fully paid up thereon as may be agreed upon, and any such bonds, debentures, mortgages or other securities may be either



specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged

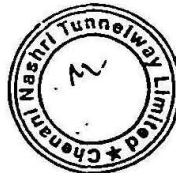
- (f) To secure the fulfilment of any contracts or agreements entered into by the Company by mortgage or charge of all or any of the properties of the Company and its uncalled capital for the time being or in such other manner as they may think fit
- (g) To appoint and at their discretion, remove or suspend, such committee or committees of experts, technicians or advisers, such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services, as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit
- (h) To contribute to any charitable object of public utility within the limits prescribed by Section 293 of the Act
- (i) To support and subscribe to any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business to give pensions, gratuities, bonuses or charitable aid to any person or persons who have served the Company or to the wives, children, or dependants of such person or persons that may appear to the Directors just or proper whether any such person, his widow, children or dependants have or have not a legal claim upon the Company
- (j) Subject to the provisions of the Act to accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or any part thereof
- (k) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees
- (l) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company
- (m) To refer any claims or demands by or against the Company to arbitration



- (n) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company
- (o) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents
- (p) To provide from time to time, for the management of the affairs of the Company in such manner as they think fit and in particular to appoint any person to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit

The Board may submit and delegate any matter, function or responsibility to a Management Committee, Investment Committee or any other special committee established by the Board as it may deem appropriate, under guidelines which it may determine.

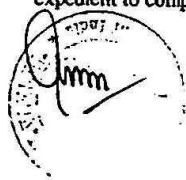
- (q) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit and from time to time to vary or realise such investments, provided however, that the profits, if any, arising on the sale or change of investments of the Company, unless prohibited by any other statute for the time being in force, shall be treated as capital moneys and carried to the Capital Reserve Account
- (r) To execute in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon
- (s) To give to any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company
- (t) From time to time, to make, vary and repeal rules and regulations for the conduct of the business and affairs of the Company, its officers and servants



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- (u) Subject to the provisions of the Act and these presents for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company
- (v) Before recommending any dividend and subject to the requirements of Section 205 of the Act, to set aside out of the profits of the Company such sums as they think proper for depreciation or to a Depreciation Fund or to an Insurance Fund or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture-stock or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes, as the Board of Directors may, in their absolute discretion, think conducive to the interest of the Company and subject to Section 292 of the Act to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than shares of the Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board of Directors, in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters, to which the Board of Directors apply or upon which they expend the same or any part thereof may be matters, to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Board of Directors may think fit, and to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of debentures or debenture-stock and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same, with power however to the Board of Directors at their discretion to pay or allow to the credit of such funds interest at such rate as the Board of Directors may think proper
- (w) To pay and charge to the capital account of the Company any commission or interest lawfully payable therefrom under the provisions of Sections 76 and 208 of the Act
- (x) To comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with



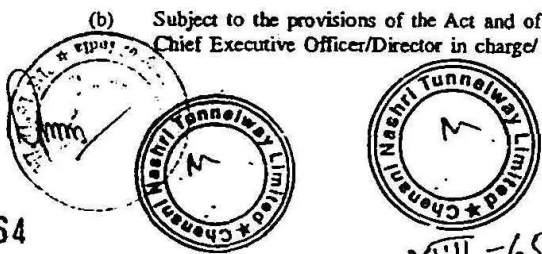
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- (y) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person to be members of such Local Board or any managers or agents and to fix their remuneration
- (z) Subject to the provisions of Section 292 of the Act from time to time, and at any time to delegate to any such Local Board, or any member or members thereof of any managers so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors, and to authorise the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may at any time remove any person so appointed, and may annul or vary any such delegation
- (aa) Generally subject to the provisions of the Act and these presents to delegate the powers, authorities and discretions vested in the Directors to any person, committee, firm, Company, or fluctuating body of persons.

Except as above all decisions of the Board or any Committee/s of the Board of Directors or shareholders would be determined in accordance with the provisions of the Act

(169) Appointment of Managing Director

- (a) The Board of Directors may appoint a Director from amongst themselves as the Managing Director of the Company on such conditions and for such term not exceeding five years at a time as they may think fit and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. The Managing Director shall have experience in field of the Company's business. He shall be appointed for exercising powers of management subject to the superintendence, control and direction of the Board and shall be responsible for the day-to-day management of the Company and its business. The Board has the power to prescribe and stipulate any limitations on the powers of the Managing Director.
- (b) Subject to the provisions of the Act and of these presents, the Chief Executive Officer/Director in charge/ Managing Director



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or a Whole-time Director shall not, while he continues to hold that office, be subject to retirement by rotation under Article 150 but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall ipso facto and immediately cease to be a Chief Executive Officer/Director in charge/Managing Director or Whole-time Director if he ceases to hold the office of Director for any cause, provided that if at any time the number of Directors (including the Chief Executive Officer/Director in charge/Managing Director or Whole-time Director) as are not subject to retirement by rotation shall exceed one-third of the total number of the Directors for the time being, then such Chief Executive/Director in charge/Managing Director or Managing Directors or Whole-time Director or Whole-time Directors, as the Directors, may from time to time select, shall be liable to retirement by rotation to the intent that the Directors so liable to retirement by rotation shall not exceed one-third of the total number of Directors for the time being

- (c) Subject to the provisions of the Act and to the approval of the Company in General Meeting the remuneration of a Chief Executive/Director in charge/Managing Director or Whole-time Director shall from time to time be fixed by the Directors, and may be by way of fixed salary, or commission on profits of the Company, or by participation in any such profits or by any or all of those modes.

XVII MINUTES

(170) Minutes

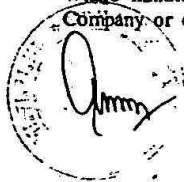
The Company shall cause minutes of all proceedings of every General Meeting and of all proceedings of every meeting of its Board of Directors and of every Committee of the Board to be kept as and in the manner prescribed under Section 193 of the Act.

(171) Minutes to be evidence

Any such minutes, if purporting to be signed by the Chairman of the Meeting at which the proceedings take place or by the Chairman of the next succeeding meeting shall be evidence of the proceedings.

(172) Presumptions to be drawn where minutes duly drawn are signed

Where minutes of the proceedings of any General Meeting of the Company or of any meeting of the Board or of a Committee of the



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Directors have been made and signed in accordance with the provisions of these presents and the Act, then until the contrary is proved, the Meeting shall be deemed to have been duly called and held and all proceedings there at to have been duly taken place and in particular all appointments of Directors or Liquidators made at the meeting shall be deemed to be valid.

(173) Time and place for inspection of Minute Books

The books containing the minutes of the proceedings of any General Meeting of the Company shall be kept at the Registered Office of the Company and shall be open for inspection of members without charge between the hours of 2 p.m. to 5 p.m. during business hours on each working day except Saturday.

(174) Inspection of Minute Books of General Meetings by members

Any member of the Company shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of any minute referred to in sub-clause (a) hereof on payment of cost incurred by the Company in respect of the minutes to be copied.

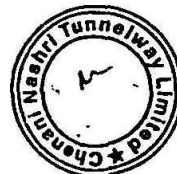
XVIII THE SECRETARY

(175) Secretary may be appointed

The Directors may from time to time appoint a person (hereinafter called "the Secretary") to keep the Statutory Registers, to perform any other functions which by the Act and the Articles for the time being of the Company are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to the Secretary by the Directors and at their discretion the Directors may remove the person so appointed. The Directors may also from time to time appoint one or more Joint Secretaries or Additional Secretaries and Branch Office Secretary to perform any or all of the functions of the Secretary and at their discretion the Directors may remove one or more Joint Secretaries or Additional Secretaries or Branch Office Secretary so appointed.

(176) Temporary Substitute

The Directors may at any time appoint a temporary substitute for the Secretary, who shall for the purposes of these presents be deemed to be the Secretary.



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XIX THE SEAL

(177) The Seal, its custody and use

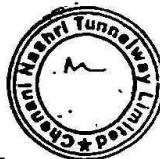
The Board shall provide a Common Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and shall provide for the safe custody of the Seal for the time being and the Seal shall never be used or moved to any other place except by the authority of the Board of Directors or a Committee of the Directors previously given. Every deed or other instrument to which the Seal of the Company shall be affixed shall be signed by at least one Director and countersigned by the Secretary or such other person as may be authorised in that behalf by the Directors, provided nevertheless that certificates of shares may be under the signatures of such persons as provided by the Companies (Issue of Share Certificates) Rules, 1960, in force from time to time. Save as otherwise expressly provided by the Act, a document or processing requiring authentication by the Company may be signed by a Director, or the Secretary or any other officer authorised in that behalf by the Board and need not be under its seal.

XX REGISTERS

(178) Registers

The Company shall keep and maintain Registers as required by the Act including the following Registers :

- (a) Register of investments made by the Company but not held in its own name, as required by Section 49(7) of the Act and shall keep it open for inspection of any member or debenture holder of the Company without charge
- (b) Register of charges as required by Section 143 of the Act and shall keep it open for inspection of any creditor or member of the Company without fee and any other person on payment of a fee of Re 1/- for each inspection
- (c) Register of Members under Section 150 of the Act and shall keep the same open for inspection of any member or debenture holder without fee and of any other person on payment of a fee of Re 1/- for each inspection
- (d) Register of Debenture holders under Section 152 of the Act and shall keep it open for inspection of any member or debenture



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holder without fee and for any other person on payment of a fee of Re 1/- for each inspection

- (e) Register of Contracts in which Directors are interested, as required by Section 301 and shall keep it open for inspection of any member without fee
- (f) Register of Directors and Secretary, as required by Section 303 of the Act and shall keep it open for inspection of any member of the Company without charge and of any other person on payment of a fee of Re 1/- for each inspection
- (g) Registers as to the holdings by Directors of shares and debentures in the Company as required by Section 307 of the Act and shall keep it open for inspection of any member or debenture holder of the Company on any working day during the period beginning 14 days before the date of the Company's Annual General Meeting and ending 3 days after the date of its conclusion
- (h) Books of Accounts in accordance with the provisions of Section 209 of the Act
- (i) Copy of instruments creating any charge requiring registration according to Section 136 of the Act
- (j) Copies of Annual Returns prepared under Section 159 of the Act together with the copies of certificates and documents required to be annexed thereto under Section 161 of the Act
- (k) Register of Renewed and Duplicate Certificates according to Rule 7(2) of the Companies (Issue of Share Certificates) Rules, 1960

Copies of entries in the above Registers shall be furnished to the persons entitled to the same on payment of thirty- seven paise for every hundred words or fractional part thereof required to be copied. The Company shall give inspection of the above Registers to the persons entitled to the same on any working day between the hours of 2 pm and 5 pm except Saturday.

XXI ANNUAL RETURNS

(179) Annual Returns

The Company shall make the requisite Annual Returns in accordance with Sections 159 and 161 of the Act and shall file the same with the



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Registrar with three copies of the Balance Sheet and Profit and Loss Account in accordance with Section 220 of the Act.

XXII DIVIDENDS

(180) Dividends

The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions of these presents and the Act as to the Reserve Fund, the Depreciation Fund or other special fund or funds, shall be divisible among the members in proportion to the amount of capital paid up on the shares held by them respectively.

Provided always that (subject as aforesaid) any capital paid upon a share during the period in respect of which a dividend is declared shall unless the Directors otherwise determine, entitle and shall be deemed always to have entitled the holders of such share only to an apportioned amount of such dividend as from the date of payment.

Provided that where capital is paid up on any shares in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to participate in profit.

(181) Declaration of dividends, restrictions on amount of Dividend

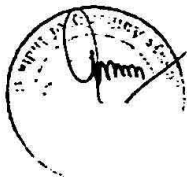
The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

(182) Dividend out of profits only and shall not carry interest

No dividend shall be paid otherwise than out of the profits of the year or any other undistributed profits of the Company and no dividend shall carry interest as against the Company.

(182) What to be deemed net profits

The declaration of the Directors as to the amount of net profits of the Company shall be conclusive.



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(183) Dividends in proportion to amount paid up

The Company shall pay dividends in proportion to the amount paid up or credited as paid up on each share, where a larger amount is paid up or credited as paid up on some shares than on others.

(184) Interim dividends

The Directors may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.

(185) Debts may be deducted

The Directors may retain any dividends payable on shares on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

(186) Dividend and call together set off allowed

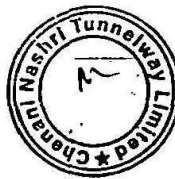
Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this Article shall be deemed ordinary business of an Annual General Meeting which declares a dividend.

(187) Effect of transfer

A transfer of shares shall not pass the right to any dividend declared thereon after such transfer and before the registration of the transfer.

(188) Retention in certain cases

The Directors may retain the dividends payable upon shares in respect of which any person is under the Transmission Clause entitled to become a member or which any person under that Article is entitled to transfer, until such person shall become a member, in respect of such shares or shall duly transfer the same.



- (189) No member to receive dividend whilst indebted to the Company and the Company's right to reimbursement thereof

No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons; and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.

- (190) Dividend to joint holders

Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.

- (191) Payment by post

Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled or in the case of joint holders, to the registered address of that one whose name stands first on the Register in respect of the joint holding; and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. Several executors or administrators of a deceased member in whose sole name any share shall stand, shall for the purposes of this Article be deemed to be joint holders thereof

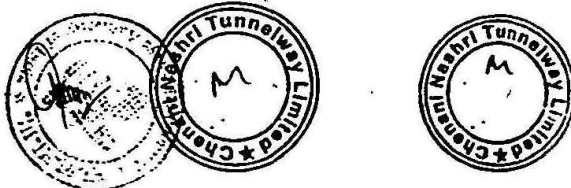
- (192) Company not liable for loss in transit etc

The Company shall not be responsible or liable for any cheque or warrant lost in transit or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means.

- (193) Dividend to be paid within thirty days

The Company shall pay the dividend or send warrant in respect thereof to the shareholder entitled to the payment of the dividend, within thirty days from the date of the declaration of the dividend unless :

- (a) Where the dividend could not be paid by reason of the operation of any law



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- (b) Where a shareholder has given directions regarding the payment of dividend and those directions cannot be complied with
- (c) Where there is a dispute regarding the right to receive the dividend
- (d) Where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholders

OR

Where for any other reason, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.

(194) Unclaimed dividend

If the Company has declared a dividend but which has not been paid within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any Scheduled Bank called "the Unpaid Dividend Account of "Chenani Nashri Tunnelway Limited", and deposit the amount of such unclaimed dividend in the said account

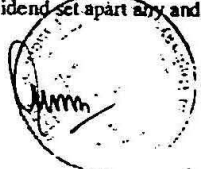
(195) Dividend to be transferred to Investor Education and Protection Fund

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer shall be transferred by the Company to the Investor Education and Protection Fund established under Section 205C of the Act and no claims shall lie against the fund or the Company in respect of individual amounts which were unclaimed and unpaid for a period of seven years from the dates that they first became due for payment and no payment shall be made in respect of any such claims.

XXIII RESERVE AND DEPRECIATION FUNDS

(196) Reserve Fund

After the transfer to the reserves of the Company, of such percentage of the profits of the Company as is mandatorily required to be transferred under Section 205 of the Act, the Board may from time to time before recommending any dividend set apart any and such portion of the profits



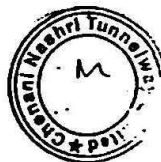
of the Company as they think fit as a Reserve Fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purpose of the Company as the directors in their absolute discretion think conducive to the interest of the Company and may invest the several sums so set aside upon such investment (other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the Reserve Fund to another Special Fund as they think fit with full power to transfer the whole or any portion of a Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Funds or any part thereof in the business of the Company separate from the other assets and without being bound to pay interest on the same with power, however to the Board in their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

(197) Depreciation Fund

Over and above the mandatory requirement of providing for depreciation in accordance and subject to Section 205 of the Act, the Board may, from time to time before recommending any dividend, set apart any such portion of the profits of the Company, as they think fit, as a depreciation fund applicable at the discretion of the Directors, for providing against any depreciation in the investments of the Company or for rebuilding, restoring, replacing or for altering any part of the buildings, work, plant, machinery or other property of the Company, destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, wear and tear or any other means whatsoever and for repairing, altering and keeping in good condition the property of the Company or for extending and enlarging the building, machinery and property of the Company with full power to employ the assets constituting such depreciation fund in the business of the Company and that without being bound to keep the same separate from the other assets.

(198) Investment of moneys

All moneys carried to any reserve fund and depreciation fund respectively, over and above the amounts mandatorily required under Section 205 of the Act to be carried to the said funds, shall nevertheless remain and be profits of the Company applicable subject to due provisions being made for actual loss or depreciation, for the payment of dividend and such moneys and all the other moneys of the Company may be invested by the Directors in or upon such investments or securities as they may select or may be used as working capital or may

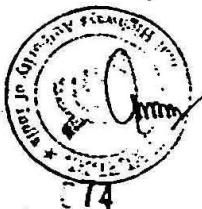


be kept at any bank on deposit or otherwise as the Directors may from time to time think proper.

XXIV CAPITALISATION

(199) Capitalisation of Reserves

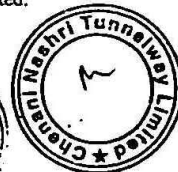
- (a) Any General Meeting may upon the recommendations of the Directors, resolve that any moneys, investments or other assets forming part of the undivided profits of the Company, standing to the credit of any of the Company's Reserve Funds or to the credit of the Profit and Loss Account or any Capital Redemption Reserve Fund or in the hands of the Company and available for dividend or representing premium received on the issue of shares and standing to the credit of the Share Premium Account be, subject to the provisions of Section 78 of the Act, capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund shall not be paid in cash but shall be applied subject to the provisions contained in clause (b) hereof on behalf of such shareholders in full or towards
- (i) paying either at par or at such premium as the Resolution may provide, any unissued shares or debentures or debenture-stock of the Company which shall be allotted, distributed and credited as fully paid up to and amongst such members in the proportions as aforesaid; or
 - (ii) paying up any amounts for the time being remaining unpaid on any shares or debentures or debenture-stock held by such members respectively; or
 - (iii) paying up partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii) and that such distribution or payment shall accepted by such shareholders in full satisfaction of their interest in the said capitalised sum
- (b) (i) Any moneys, investments or other assets representing premiums received on the issue of shares and standing to the credit of Share Premium Account ; and
- (ii) if the Company shall have redeemed any Redeemable Preference Shares, all or any part of any Capital Redemption Fund arising from the redemption of such



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shares, may by resolution of the Company be applied only in paying up in full or in part any new shares or any shares then remaining unissued to be issued to such members of the Company as the General Meeting may resolve upto an amount equal to the nominal amount of the shares so issued;

- (c) Any General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investments representing the same or any other undistributed profits of the Company not subject to charge for income-tax be distributed among the members of the footing that they receive the same as capital
- (d) For the purposes of giving effect to any such resolution under this Article, the Director may settle any difficulty which may arise in regard to the distribution of payment as aforesaid as they think expedient and in particular, may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payment shall be made upon the footing of the value so fixed or that fractions of less value than Rs 1/- may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trust for the persons entitled to the dividend capitalised fund as may seem expedient to the Directors and generally may make such arrangements for the acceptance allotment and sale of such shares or other specific assets and fractional certificates or otherwise as they may think fit
- (e) If and whenever any shares become held by any member in fraction, the Directors may subject to the provisions of the Act and these presents and to the directions of the Company in General Meeting if any sell these shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to any amongst the members entitled to such shares in due proportion the net proceeds of the sale thereof. For the purpose of giving effect to any such sale, the Directors may authorise any person to transfer the shares sold to the purchaser thereof comprised in any such transfer and he shall not be bound to see the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale
- (f) Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Act and Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effected.



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XXV ACCOUNTS

(200) Books of accounts to be kept

The Company shall cause to be kept proper books of account in accordance with Section 209 of the Act with respect to:-

- (a) all sums of moneys received and expended by the Company and the matters in respect of which receipts and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company;
- (d) such particulars relating to utilisation of labour or material or to other items of cost as may be required and prescribed by the Central Government in this regard.

(201) Books where to be kept

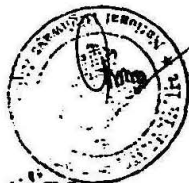
The books of account and other books and papers shall be kept at the Registered Office of the Company or at such other place or places as the Board of Directors think fit and shall be open to inspection by any Director or any other person authorised under the Act during business hours.

(202) Books of accounts to be preserved

The books of account of the Company relating to a period of not less than eight years immediately preceding the current year together with the vouchers relevant to any entry in such books of accounts shall be preserved in good order.

(203) Inspection by Members

The Board of Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books and documents of the Company or any of them shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board of Directors or by a resolution of the Company in General Meeting.



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(204) Statement of Accounts to be furnished at General Meeting

The Board of Directors shall lay before each Annual General Meeting a Profit and Loss Account for the financial year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or where an extension of time has been granted by the Registrar of Companies under the provisions of the Act by more than six months and the extension so granted.

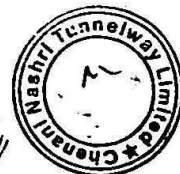
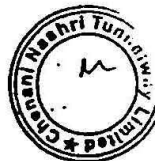
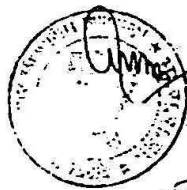
(205) Balance Sheet and Profit and Loss Account

- (a) Subject to the provisions of Section 211 of the Act, every Balance Sheet and Profit and Loss Account of the Company shall be in the forms set out in Part I and II respectively of Schedule VI of the Act, or as near thereto as circumstances admit
- (b) So long as the Company is a holding Company having a subsidiary, the Company shall conform to Section 212 and other applicable provisions of the Act
- (c) If in the opinion of the Board, any of the current assets of the Company have not a value on realisation in the ordinary course of business at least equal to the amount at which they are stated, the fact that the Board is of that opinion shall be stated.

(206) Authentication of Balance Sheet and Profit and Loss Account

- (a) Every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Board of Directors by the Secretary, and by not less than two Directors of the Company, one of whom shall be a Managing Director where there is one
- (b) Provided that when only one Director is for the time being in India, the Balance Sheet and Profit and Loss Account shall be signed by such Director and in such a case there shall be attached to the Balance Sheet and the Profit and Loss Account a statement signed by him explaining the reason of non-compliance with the provisions of Clause (a) above

(207) Profit and Loss Account to be annexed and Auditors' Report to be attached to the Balance Sheet



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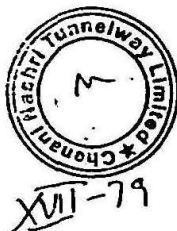
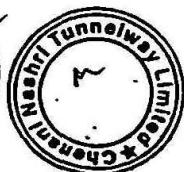
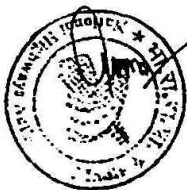
- (a) The Balance Sheet and the Profit and Loss Account shall be approved by the Board of Directors before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.
- (b) The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditor's Report (including the Auditor's separate, special or supplementary report, if any) shall be attached thereto.

(208) Board's report to be attached to Balance Sheet

- (a) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a Report by the Board of Directors with respect to the state of the Company's affairs, the amounts, if any, which it proposes to carry to any Reserve in such Balance Sheet and the amount, if any, which it recommends to be paid by way of dividend and material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet relates and the date of the Report
- (b) The Report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members, and will not in the Board's opinion be harmful to the business of the Company or of any of its subsidiaries, deal with any changes which have occurred during the financial year in the nature of the Company's business, in the Company's subsidiaries or in the nature of the business carried on by them and generally in the classes of business in which the Company has an interest
- (c) The Board shall also give the fullest information and explanations in its report or in cases falling under the proviso to Section 222 of the Act in an addendum to that report, on every reservation, qualification or adverse remark contained in the Auditor's Report

(209) Authentication of Board's Report

The Board's Report and addendum (if any) thereto shall be signed by its Chairman if he is authorised in that behalf by the Board; and where he is not so authorised, shall be signed by such number of Directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company by virtue of Clauses (a) and (b) of Article 208



(210) Board's power to ensure compliance of Article 208

The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of Article 208 are complied with.

(211) Company to comply with Section 219

The Company shall comply with the requirements of Section 219 of the Act.

XXVI AUDIT

(212) Accounts to be audited

Every Balance Sheet and Profit and Loss Account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

(213) Audit provisions

The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall comply with the provisions of Sections 224, 224A to 226 and other applicable provisions in regard thereto of the Act.

The Company shall also appoint an Independent Auditor in accordance with the provisions of the Act and the Concession Agreement

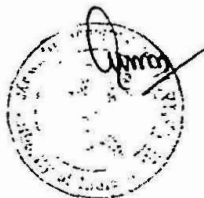
(214) Remuneration of Auditors

The remuneration of the Auditors of the Company shall be fixed by the Company in general meeting or by the Board of Directors if so authorised in this behalf by the Members in general meeting; the remuneration of the Auditors appointed to fill any casual vacancy may be fixed by the Directors.

(215) Powers and duties of Auditors

The powers and duties of the Auditors of the Company shall as be laid down in Section 227 of the Act.

(216) Audit of Branch Offices



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-79-

The Company shall comply with the provisions of Section 228 of the Act in relation to the audit of the accounts of branch offices of the Company except to the extent to which any exemption may be granted by the Central Government in that behalf.

(217) Reading and inspection of Auditors' Report

The Auditor's Report shall be read before the Company in general meeting and shall be open to inspection by any member of the Company.

(218) When accounts to be deemed conclusive

Every account when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and henceforth shall be conclusive.

XXVII SERVICE OF NOTICE, ETC.

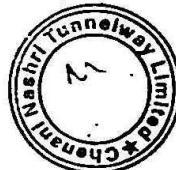
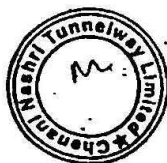
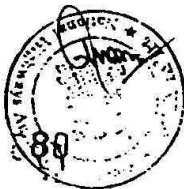
(219) Service of documents on members by Company

A document (which shall for this purpose be deemed to include and shall include any summons, requisition, process, order, judgement, or any other document in relation to the winding up of the Company) or notice may be served by the Company on any member thereof either personally or by sending it by post to him at his registered address or if he has no registered address in India, to the address, if any, within India supplied by him to the Company for giving of notices to him

(220) Service of documents on Company

(a) Where a document or notice is sent by post :

service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or the notice, provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be



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effected unless it is sent in the manner intimated by the member; and

such service shall be deemed to have been effected:

in the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the same is posted ;

and in any other case, at the time at which the letter would be delivered in the ordinary course of post

(b) Advertisements

A document or notice advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served on the day on which the advertisement appears, on every member of the Company who has no registered address in India and has not supplied to the Company an address within India for giving of notices to him

(221) Service of documents by the Company on joint holders

A document or notice may be served by the Company on the joint holders of a share by serving it on the joint holder named first in the Register in respect of the share

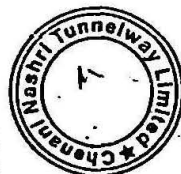
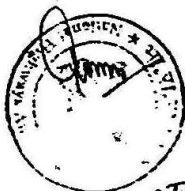
(222) Service of document in consequence of death or insolvency of member

A document or notice may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter addressed to them by name, or by the title of representatives of the deceased or assignees of the insolvent or by any like description, at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by serving the document or notice in any manner in which it might have been served if the death or insolvency had not occurred

(223) Signature on document

The signature on any document or notice to be given by the Company, may be written or printed or lithographed.

(224) Manner of service of document to Company



A document may be served on the Company or an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post under a certificate of posting or by registered post or by leaving it at its Registered Office

(225) When document deemed to be duly served

Subject to the provisions of the Act any document required to be served or sent by the Company on or to the members, or any of them, and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in the local area in which the registered office of the Company is situated

(226) Transferees etc. to be bound by prior notices

Every person, who by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share which, previously to his name and address and title to the share being notified to the Company, shall be duly given to the person from whom he derives his title to such share.

XXVIII

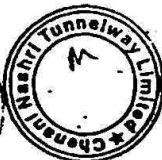
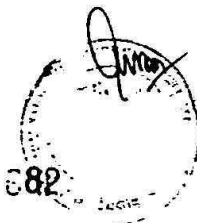
SECRECY CLAUSE

(227) Members not entitled to information

Subject to the provisions of the Companies Act, no member shall be entitled except to the extent expressly permitted by the Act or these presents to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

(228) Indemnity

Subject to the provisions of Section 201 of the Act, every Director, Managing Director, Officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, to pay out of the funds of the Company all costs, charges, losses and expenses which any such Officer or servant may incur or become liable to by reason of any contract entered into or act or thing



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done by him as such Officer or servant or in any way in the discharge of his duties including expenses and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Managing Director, Officer or servant in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted by the Court and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company.

(229) Individual responsibility of Directors

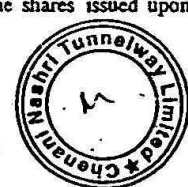
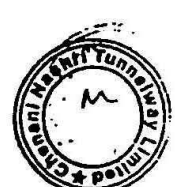
Subject to the provisions of Section 201 of the Act, no Director, Managing Director, Officer of the Company shall be liable for the acts, receipts, neglects of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by an error of judgement, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own dishonesty.

XXIX WINDING UP

(230) Distribution of assets

If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be, the losses shall be borne by the

members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital, at the commencement of the winding up, paid up or which ought to have been paid up on the shares issued upon special terms and conditions.



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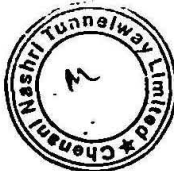
(231) Distribution in specie or kind

If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may with the sanction of a special resolution, divide amongst the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction shall think fit

(232) Rights of shareholders in case of sale

- (a) If thought expedient any such division may subject to the provisions of the Act be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 494 of the Act
- (b) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution by notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall if practicable act accordingly.
- (c) A special resolution sanctioning a sale to any other Company duly passed pursuant to Section 494 of the Act may subject to the provisions of the Act in like manner as aforesaid determine that any shares or other consideration receivable by the liquidators be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said section.

Amn



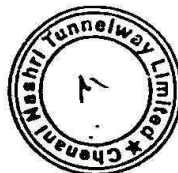
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We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association:

Sr No	Name, Address, Description and Occupation of each Subscribers	Signature of Subscribers	Signature of Witness with Description & Occupation
1	IL&FS Transportation Networks Limited (Through) Mr Krishna Ghag The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051	Sd/-	Common witness for all subscribers Mihir Panchmatiya, S/o Late Shri Vrajajal Panchmatiya R/o A/6/8, Jeevan Santosh, flat no. 10, LIC Colony, Borivali (W), Mumbai- 400091 Sd/- (Service)
2	Mr George Cherian S/o Mr Cherian George Flat No. 5 E, 5 th Floor, Laxmi Niwas, 16 th Road, Khar (West), Mumbai- 400052 (Service)	Sd/-	
3	Mr Krishna Ghag S/o Mr Dhondu Ghag E-37/0:2, Shantiniketan CHS, Sector 4, Phase III, Navi Mumbai-400706, Maharashtra (Service)	Sd/-	
4	Mr Ravi Sreehari S/o Mr M Sreehari Flat 201/202, "A" Wing, West End Building, Raheja Vihar, Powai Mumbai 400002 (Service)	Sd/-	
5	Mr Ajay Menon S/o Gopalkrishnan Menon 6/86, Aadarsh Nagar, Worli, Mumbai- 30 (Service)	Sd/-	
6	Mr Narayanan Doraiswamy S/o Mr Doraiswamy Srirangam Flat 203, 2 nd Floor, L Wing, Mayuresh Shristi Park, Lake Road, Bandrup (West), Mumbai- 400078 (Service)	Sd/-	
7	Mr Chandrakant Jagasia S/o Mr Ramchandra Jagasia Plot No. 79, First Floor, Sindhi Soc, Chembur, Mumbai 400071 (Service)	Sd/-	
TOTAL			

Date: May 14, 2010
Place: Mumbai



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Wednesday, June 2, 2010 12:02:41 PM

Welcome, KRISHNA

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Ministry of Corporate Affairs
Government of India



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Company Master Details

CIN : U45400MH2010PLC203614

Company Name : Chenani Nashri Tunnelway Limited

ROC Code : []

Registration Number : 203614

Company Category : []

Company Subcategory : []

Class of Company : Public Private

Authorised Capital(in Rs.) : 500,000.00

Paid up capital(in Rs.) : 500,000.00

Number of Members (Applicable only in case of company without Share Capital) : 0

Date of Incorporation : [02.03.2010] (dd/mm/yyyy)

Address 1 : THE IL&FS FINANCIAL CENTER, PLOT C-22

Address 2 : G BLOCK, BANDRA KURLA COMPLEX, BANDRA (E)

City : MUMBAI

State : Maharashtra

Country : INDIA

Pin : 400051

Email Id : krishna.ghag@iifsindia.com

Whether listed or not : Listed Unlisted

Date of Last AGM : [] (dd/mm/yyyy)

Date of Balance sheet : [] (dd/mm/yyyy)

Company Status (for eFiling) : Active

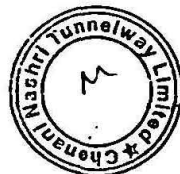
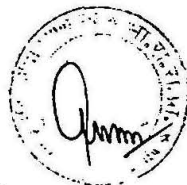
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http://www.mca.gov.in/DCAPortalWeb/dca/CompanyMaster.do

6/2/2010

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FORM 20

Declaration of compliance with the provisions of section 149(2) (b) of the Companies Act, 1956

[Pursuant to section 149(2)(c) of the Companies Act, 1956]

Form Language English हिन्दी

Note - All fields marked in * are to be mandatorily filled.

1.(a) * Corporate identity number (CIN) of company

(b) Global location number (GLN) of company

2.(a) Name of the company

(b) Address of the registered office of the company

(c) * e-mail ID of the company

3. * I,

residing at (Present residential address)

Line I

Line II

City

* State Pin code ISO country code

Country

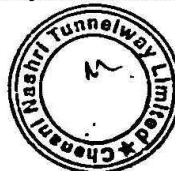
- * being
- a director of the company, do solemnly and sincerely declare
 - the secretary of the company, do solemnly and sincerely declare
 - a company secretary (in whole-time practice), do solemnly and sincerely declare

- i. * That the amount of the share capital of the company subject to the payment of the whole amount thereof in cash is Rs.
- ii. That the company has not issued a prospectus inviting the public to subscribe for its shares, and that it has filed with registrar a statement in lieu of prospectus.
- iii. * That shares held subject to the payment of the whole amount thereof in cash have been allotted to the amount of Rs.
- iv. That every director of the company has paid to the company on each of the shares taken or contracted to be taken by him, and for which he is liable to pay in cash, a proportion equal to the proportion [payable on application and allotment on the shares payable in cash], except for the directors, namely

who has or have not taken or contracted to take shares, for which he is or they are liable to pay in cash.

That no director of the company has taken or contracted to take any shares for which he is liable to pay in cash.

v. * The statement in paragraphs above are true to my knowledge and those in the remaining paragraphs are true to the best of my information and belief.



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4. Particulars of payment of stamp duty

State or Union territory in respect of which stamp duty is paid

Maharashtra-MH

Type of document/Particulars	Form 20
Total amount of stamp paper (in Rs.)	100.00
Mode of payment of stamp duty	Manual
Name of vendor authorised to sell stamp papers on behalf of the Government	AXIS BANK LIMITED
Serial number of stamp paper	78830178457
Registration number of vendor	D-5/STP(V)/C.R.1044/03/06/71/74/2008
Date of purchase of stamp paper	10/06/2010 (DD/MM/YYYY)
Place of purchase of stamp paper	MUMBAI

Attachments

1. Statement in lieu of prospectus (schedule III)

Attach

2. Optional attachment(s) - if any

Attach

List of attachments

Remove attachment

Verification

To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete.

I have been authorised by the Board of directors' resolution number 14 dated 02/06/2010 (DD/MM/YYYY) to sign and submit this form.

I further declare that the company has paid correct stamp duty as per applicable Stamp Act.

To be digitally signed by

Director or secretary or company secretary (in whole-time practice)



Director identification number of the director; or

Membership number, if applicable or Income-tax permanent account number

02491661

(income-tax PAN) of the secretary (secretary of a company who is not a member of ICSI, may quote his/ her income-tax PAN); or

Certificate of practice number of the company secretary (in whole time practice)

In case of a company secretary (in whole time practice) whether associate or fellow

Associate

Fellow

Word

Check Form

For office use only:

eForm Service request number (SRN)

eForm filing date

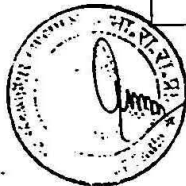
(DD/MM/YYYY)

This e-Form is hereby registered

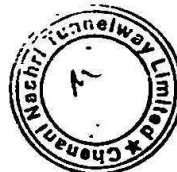
Digital signature of the authorising officer

Date of signing

(DD/MM/YYYY)



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MINISTRY OF CORPORATE AFFAIRS

CHALLAN

G.A.R.7

Civil

Challan No. : A86786258

Challan Date : 10/06/2010

Expiry Date : 17/06/2010

Challan money paid into.....(BANK)

.....(BRANCH)

By Whom tendered

Name : KRISHNA DHONDU GHAG
Address : ILFS FINANCIAL CENTRE,
BKC,
MUMBAI, MAHARASHTRA
INDIA - 400051

Entity on whose behalf money is paid

CIN : U45400MH2010PLC203614
Name : Chenani Nashri Tunnelway Limited
Address : THE IL&FS FINANCIAL CENTER, PLOT C-22
G BLOCK, BANDRA KURLA COMPLEX, BANDRA (E)
MUMBAI, MAHARASHTRA
INDIA - 400051

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form20	Normal	300.00
Fee For FormSch3	Normal	300.00
Total		600.00

Head of Account : 1475001050000: Other general economic services, Regulation of Joint Stock Companies

Accounts Officer by whom adjustable : Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi

Rupees(In words): Six Hundred only

Mode of Payment: Cash Cheque Demand Draft

Cheque/Demand Draft details: No. : Dated :
Drawn on.....(Bank).....(Branch)

Date:..... Signature of the Remitter:.....

Note: Cheque/Demand Draft should be locally payable and drawn in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi"

(For Bank use only)

Received Payment Rupees(words) :

Date:..... Bank Officer:.....

(For Office use only)

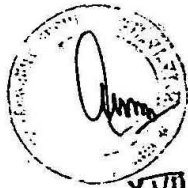
Received Payment Rupees(words) :

Date:..... Cashier:.....

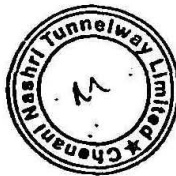
Disclaimer: Payment done at the bank after the EXPIRY DATE shall be rejected and the corresponding service requested shall not be accepted

Note : The defects or incompleteness in any respect in this eForm as noticed by the Registrar shall be placed on the Ministry's website (www.mca.gov.in). In case the eForm is marked as RSUB or PUCL, please resubmit the eForm or file Form 67 (Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off by the Registrar. (Please refer Regulation 17 of the Companies Regulation, 1956)

It is compulsory to file Form 67 (Addendum) electronically within the due date whenever the document is put under PUCL by the ROC, failing which the system will treat the document as invalid and will not be taken on record.



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CHENANI NASHRI TUNNELWAY LIMITED

Shareholding Pattern of Chenani Nashri Tunnelway Limited as on
June 2, 2010

Sr. No.	Name of the Shareholder	No. of Shares (Equity)	% age
1	IL&FS Transportation Networks Limited	49,940	99.88
2	Mr. George Cherian	10	0.02
3	Mr. Ajay Menon	10	0.02
4	Mr Krishna Ghag	10	0.02
5	Mr Ravi Sreehari	10	0.02
6	Mr Chandrakant Jagasia	10	0.02
7	Mr Narayanan Doraiswamy	10	0.02
	Total	50,000	100.00

Certified to be true


Director

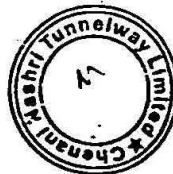
Date : June 2, 2010
Place : Mumbai

Handwritten mark

Registered Office : The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051
022-26533333 Fax : 022-26523979



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CHENANI NASHRI TUNNELWAY LIMITED

List of Directors of Chenani Nashri Tunnelway Limited as on
June 2, 2010

Sr. No.	Name of Directors	Designation
1.	Mr Krishna Ghag	Director
2.	Mr Ravi Sreehari	Director
3.	Mr Ajay Menon	Director

Certified to be true



Director

Date : June 2, 2010
Place : Mumbai

Handwritten mark

Registered Office : The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051
Ph : 022-26533333 Fax : 022-26523979



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Company Master Details	
CIN	: U45400MH2010PLC203614
Company Name	: Chenani Nashri Tunnelway Limited
ROC Code	: 14
Registration Number	: 203614
Company Category	: Company with Share Capital
Company Subcategory	: Private
Class of Company	: <input checked="" type="checkbox"/> Public <input checked="" type="checkbox"/> Private
Authorised Capital(in Rs.)	: 500,000.00
Paid up capital(in Rs.)	: 500,000.00
Number of Members (Applicable only in case of company without Share Capital)	: 0
Date of Incorporation	: <input type="text"/> (dd/mm/yyyy)
Address 1	: THE IL&FS FINANCIAL CENTER, PLOT C-22
Address 2	: G BLOCK, BANDRA KURLA COMPLEX, BANDRA (E)
City	: MUMBAI
State	: Maharashtra
Country	: INDIA
Pin	: 400051
Email Id	: krishna.ghag@ifsiindia.com
Whether listed or not	: <input type="checkbox"/> Listed <input checked="" type="checkbox"/> Unlisted
Date of Last AGM	: <input type="text"/> (dd/mm/yyyy)
Date of Balance sheet	: <input type="text"/> (dd/mm/yyyy)
Company Status (for e-filing)	: Active

(Back) (Print)

MCA21

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Certified true copy of the resolution passed by the Committee of Directors at their Meeting held on May 3, 2010

"RESOLVED THAT the Company do incorporate a new Project Company as a Special Purpose Vehicle (SPV) in the name of "Chenani Nashri Tunnelway Limited" or such other name as may be approved by the Registrar of Companies, Maharashtra, Mumbai for undertaking the project for rehabilitation, strengthening and four laning of Chenani to Nashri Section of NH-1A from Km 89.00 to 130.00 (New Alignment) including 9 Km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir (Package No. NHDP-Phase-II/BOT/V/J&K) and invest in the equity capital of the aforesaid Company upon incorporation to the extent of Rs 7,560 Million"

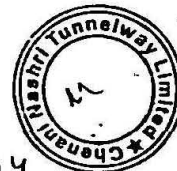
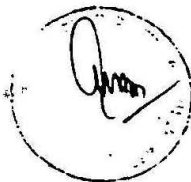
"RESOLVED FURTHER THAT any one of the Directors of the Company, or Mr. K. Ramchand, Managing Director or Mr. Mukund Sapre, Executive Director or Mr. Cherian George, Chief Financial Officer or Mr. Narayanan Doraiswamy, Associate Vice President or Mr. Ajay Menon, Assistant Vice President or Mr. Ravi Sreehari, Assistant Vice President or Mr. Krishna Ghag, Associate Vice President & Company Secretary be and is hereby severally authorized to take all necessary steps to give effect to the foregoing resolutions including but not limited to:

- i. Negotiate and finalise the terms and conditions of various contracts for implementation of the project activities
- ii. Advise on the award of contracts and appoint / remove contractors as may be necessary
- iii. Execute any deed, documents, undertakings, papers as may be required in this regard
- iv. Appear before any statutory, regulatory, local authority (ics) for and on behalf of the Company
- v. Settle any dispute, queries, question, doubt that may arise in relation thereto
- vi. Incorporation of SPV for the project and to subscribe to the Memorandum & Articles of Association on behalf of the Company
- vii. Release share application money or advance towards equity to the proposed SPV for the Project"

Certified to be true
 For IL&FS Transportation Networks Limited

Krishna Ghag
 Krishna Ghag
 Associate Vice President &
 Company Secretary

June 1, 2010



XVII-94



व्यापार प्रारंभ करने का प्रमाण-पत्र
कम्पनी अधिनियम 1956 की धारा 149(3) क अनुसरण में

कॉर्पोरेट पहचान संख्या : U45400MH2010PLC203614

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
Chenani Nashri Tunnelway Limited

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक दो जून दो हजार दस को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक सोलह जून दो हजार दस को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Certificate for Commencement of Business
Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U45400MH2010PLC203614

I hereby certify that the Chenani Nashri Tunnelway Limited which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Second day of June Two Thousand Ten, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Mumbai this Sixteenth day of June Two Thousand Ten

(V ELANGOVAN)

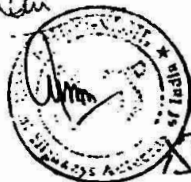
उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई

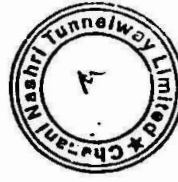
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अनिलेख में उपलब्ध पताधार का पता :
Mailing Address as per record available in Registrar of Companies office

Chenani Nashri Tunnelway Limited
THE IL&FS FINANCIAL CENTER, PLOT C-22, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (E),
MUMBAI - 400051,
Maharashtra, INDIA



VIII - 1



CHENANI NASHRI TUNNELWAY LIMITED

Certified True Copy of the resolutions passed at the Meeting of the Board of Directors of the Company held on June 2, 2010

"RESOLVED THAT the Company has been incorporated by IL&FS Transportation Networks Limited (ITNL) to undertake the Design, Engineering, Finance, Procurement, Construction, Operation and Maintenance of four laning of Chenani to Nashri Section of NH - 1A, from km 89.00 to km 130.00 (New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir ("the Project") in terms of the Letter of Award dated May 3, 2010 issued by National Highways Authority of India (NHAI)"

"RESOLVED FURTHER THAT the Company do execute the Concession Agreement and all related documents with NHAI for undertaking the Project in accordance with the Letter of Award dated May 3, 2010 and on such terms and conditions to be stipulated by NHAI"

"RESOLVED FURTHER THAT any one of Mr Krishna Ghag or Mr Ravi Srechari or Mr Ajay Menon, Directors of the Company be and are hereby severally authorised to sign/execute all necessary documents, undertakings, deeds, agreements, papers to give effect to the foregoing resolution and to do all such other acts/things including but not limited to:

- execute and deliver any deeds, undertakings, documents, agreements or papers as may be necessary
- appear, liaise, present before statutory, local, regulatory, Government authority (ies) for statutory and regulatory matters involved in this regard
- authorise any officials of the Company to do acts, deeds and things as they may deem fit and proper
- settle any queries, dispute as may arise in this regard"

"RESOLVED FURTHER THAT the Common Seal of the Company be affixed, if required, on any paper, document (s), deed (s), agreement(s) or Power of Attorneys executed in this regard in the presence of any one of the Directors and countersigned by Mr Kuljit Ahluwalia or Ms Jyotsna Matondkar or Mr Venkata Ramanna Rao, Authorised Signatories of the Company"

"RESOLVED FURTHER THAT any one of the Directors or Mr Kuljit Ahluwalia or Ms Jyotsna Matondkar or Mr Venkata Ramanna Rao, Authorised Signatories of the Company be and are hereby severally authorised to issue certified copy of this resolution"

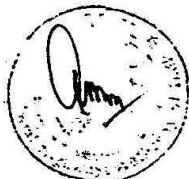
Certified to be true


Director

Date: June 2, 2010
Place: Mumbai



Registered Office : The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051
Ph : 022-26533333 Fax : 022-26533333



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CHENANI NASHRI TUNNELWAY LIMITED

June 02, 2010

To

P K Das
General Manager (JK & HP)
National Highways Authority of India
(Ministry of Shipping Road Transport and Highways)
G-5& G-6, Sector 10, Dwarka
New Delhi - 110 075

Reg.: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A, from km 89.00 to km 130.00 (New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis on DBFO Pattern, in the State of Jammu & Kashmir (package no. NHDP Phase-II/BOT/V/J&K) - Signing of Concession Agreement

Ref.: (a) Letter of Award issued through your letter no. NHA/N-1/11019/2/2009/CN/63; dated May 03, 2010

(b) ITNL Letter of Acceptance dated May 04, 2010

(c) ITNL letter dated June 02, 2010 for introducing SPV

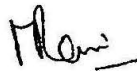
This is in continuation to above referred letters. Chenani Nashri Tunnelway Limited (CNTL), has been incorporated as a Special Purpose Vehicle (SPV) by IL&FS Transportation Networks Limited (ITNL) for development and implementation of the captioned Project on BOT (Annuity) basis.

As per recitals (E) and (F) of the Concession Agreement, selected bidder has to incorporate a limited liability company under the Companies Act 1956. In this regard, selected bidder vide their letter dated June 02, 2010 has requested National Highways Authority of India (NHAI) to accept CNTL as the Concessionaire for entering into Concession Agreement with NHAI for implementation of the Project and subsequently for CNTL to perform the obligations and exercise the rights on behalf of the Consortium.

In view of the above, we confirm that CNTL shall enter into Concession Agreement with NHAI and shall perform the obligations and exercise the rights of the Concessionaire as specified in the Concession Agreement for development and implementation of the Project. Attached herewith is the Board Resolution of the SPV

We request NHAI to acknowledge the same and provide the concurrence to CNTL as Concessionaire for development and implementation of the Project and accordingly intimate us a suitable date for signing of Concession Agreement for the implementation of the Project.

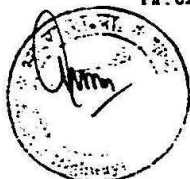
For Chenani Nashri Tunnelway Limited



Director

Registered Office : The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East),
Mumbai- 400051

Ph : 022-26533333 Fax : 022-26533333



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IL&FS (JK & HP)
4/6/2010

IL&FS Transportation Networks Limited
The IL&FS Financial Centre, T +91 22 2653 3333
Plot C-22, G Block, F +91 22 2652 3979
Bandra Kurla Complex, W www.il&fs.com
Mumbai - 400 051
INDIA

June 2, 2010

To
P K Das
General Manager (JK & HP)
National Highways Authority of India
(Ministry of Shipping Road Transport and Highways)
G-5& G-6, Sector 10, Dwarka
New Delhi - 110 075

D. S. (JK & HP)
Jmm
27/6/10
M. S. & D. F.

Reg.: Rehabilitation, Strengthening and four laning of Chenani to Nashri Section of NH-1A, from km 89.00 to km 130.00 (New Alignment) including 9 km long tunnel (2 lane) with parallel escape tunnel, on BOT (Annuity) basis on DBFO Pattern, in the State of Jammu & Kashmir (package no. NHDP Phase-II/BOT/V/J&K) - Signing of Concession Agreement

Ref. : Letter of Award (LOA) issued through your letter no. NHAI/N-1/11019/2/2009/CN/63; dated 03.05.2010

Dear Sir,

This is in continuation to the above-referred letter regarding our acceptance provided to the Letter of Acceptance (LOA) issued by National Highways Authority of India (NHAI) for implementation of the captioned Project. In line with Clause "F" of the recital in the Concession Agreement stating "selected bidder has to incorporate a limited liability company under the Companies Act 1956 to undertake and perform the obligations and exercise the rights of the selected bidder under the LOA", a company in the name of "Chenani Nashri Tunnelway Limited (CNTL)" has been incorporated by IITNL.

We authorize CNTL to undertake and perform the obligations as Concessionaire under the Concession Agreement to be executed between CNTL and NHAI for implementation of the Project. In this regard, please find attached a copy of Memorandum & Articles of Association of CNTL. Also find attached the Board Resolution from IL&FS Transportation Networks Limited (IITNL), authorizing their company to invest in CNTL.

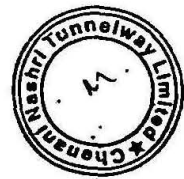
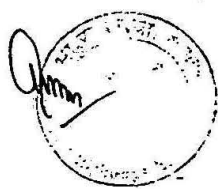
In view of the above, we request NHAI to indicate us a suitable date for signing of the Concession Agreement between CNTL and NHAI. Should you need any clarifications / additional information, please feel free to advise us accordingly.

We once again thank you for giving us the opportunity for implementation of the Project and reiterate our commitment for successful implementation of the Project.

Sincerely,

For IL&FS Transportation Networks Limited

M. S. & D. F.
Authorised Signatory



XX-2

R. A. SHAH
B. ENGINEER
H. C. ASHER
C. M. MANIAR
D. C. SHROFF
S. K. ASHER

(Registered)
Advocates & Solicitors
State Bank Building
A. S. M. Faidya Marg
Mumbai - 400 024
PRIVATE & CONFIDENTIAL

Z. M. TALATI (MS)
M. Ph. A. WADIA
S. S. REGE
K. S. TRIVEDI
S. R. RUCH
F. K. ASHER

RAS/SRB/GR

3rd June, 2010

National Highways Authority of India
G-586, Sector 10, Dwarka
NEW DELHI - 110 075

Sir,

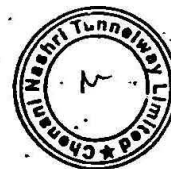
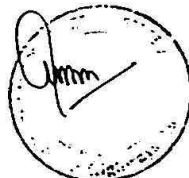
Re : Concession Agreement to be entered into between Chenani Nashri Tunnelway Limited (the "SPV") and National Highways Authority of India ("NHAI") for enabling the SPV to undertake rehabilitation, strengthening and four laning of Chenani to Nashri Section of NH-1-A from KM 89.00 to 130.00 (New Alignment) including 9 KM long tunnel (2 Lane) with parallel escape tunnel, BOT (Annuity) basis, on DBFO Pattern, in the State of Jammu & Kashmir (Package No. NHDP Phase - II/BOT/J&K) and invest in the equity capital of the SPV (the "Project") on the terms and conditions contained in the draft Concession Agreement.

1. Background

- 1.1 We have acted as legal advisers to the SPV in respect of the captioned Project to be undertaken by the SPV pursuant to the Concession Agreement to be signed between the SPV and NHAI (the "Agreement").
- 1.2 This opinion is rendered to you pursuant to the provisions of the Agreement.
- 1.3 For the purposes of giving this opinion, we have examined a draft of the Agreement; certified copies of the Memorandum of Association and Articles of Association of the SPV and the Board Resolution authorizing the SPV to enter into undertake and perform the Agreement.

2. Assumptions:

For the purpose of our opinion herein we have assumed that there are no facts or circumstances in existence and no events have occurred which render any of the documents void or voidable, repudiated or frustrated or capable of rescission for any reason and in particular, but without limitation by reason of lack of consideration, default, fraud or misrepresentation.



TELEPHONES : 22665000, 22663713, 22660699, 22660910, 22660483, 22665443, 2266 2701 CABLE : "LEX BOMBAY"
FAX : 22-2266 0355, 22-2266 0986

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3. Qualifications

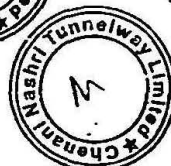
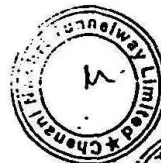
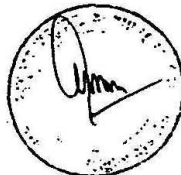
In addition to any exception (which shall for the purpose herein, be construed as a qualification) included in the foregoing, this opinion is further subject to the following qualifications:

- The terms "enforceable" or "enforced" as used in this opinion means that the obligations are of a type which Indian courts and arbitral tribunals would enforce, subject to the following exceptions:-
 - i. Enforcement may be limited by general principles of equity for example, equitable remedies such as injunction and specific performance may be granted at the discretion of the court and may not be available where damages are considered by the court to be an adequate remedy, or where the Court does not regard specific performance to be the appropriate remedy;
 - ii. Claims may become barred under the Limitation Act, 1963 or may be or become subject to set off or counterclaim, and failure to exercise a right of action within the relevant limitation period prescribed will operate as a bar to the exercise of such right;
 - iii. Enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization and other laws of general application relating to or affecting the rights of the creditors;
 - iv. Where obligations are to be performed in a jurisdiction outside India, they may not be enforceable in India to the extent that performance would be illegal or contrary to public policy under the laws of that jurisdiction;
 - v. This opinion is limited to the laws of India in force as of date and no opinion is expressed as to the laws of other jurisdiction. We assume that there is no foreign law (as to which we have made no independent investigation), which would affect this opinion.

4. Opinion

4.1 Based on and subject to the foregoing, we are of the following opinion:

- (i) The SPV is a limited company duly incorporated and validly existing under the laws of India and has all the requisite corporate power and authority under the laws of India to enter into the Agreement and to perform its obligations therein, and to own, lease and operate its assets and to carry on the business as presently conducted and as proposed to be conducted.
- (ii) The execution and delivery of the Agreement and other related Project documents by the SPV and the performance by SPV of their obligations under the Agreement have been duly and validly authorized by all necessary corporate or other action on the part of the SPV and no other corporate proceedings or other action on the part of the SPV is necessary to authorize the Agreement or to consummate the transactions contemplated therein.

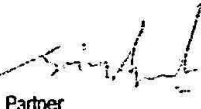


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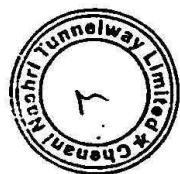
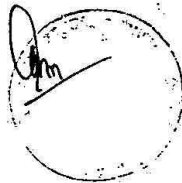
- (iii) The execution, delivery and performance of the Agreement and other related Project documents by the SPV will constitute legal, valid and binding obligations of the SPV in accordance with the applicable provisions of law and are enforceable against the SPV in accordance with their terms and the applicable Law.

This opinion is given to the NHAI in connection with the execution and implementation of the Project which is evidenced by the Agreement. It may not be transmitted to any Third Party nor is it to be relied upon by any Third Party (other than respective legal advisers of the Parties to the Agreement) or for any other purpose or quoted or referred to any public document or filed with any one without our proper written consent.

Yours faithfully,



Partner
For Crawford Bayley & Co.



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