CONCESSION AGREEMENT

BETWEEN

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport & Highways)

G-5 & 6, Sector – 10, Dwarka,

New Delhi – 110 075

AND

AE TOLLWAY PRIVATE LIMITED

IRB Complex, Chandivli Farm,

Chandivli Village, Andheri (East),

Mumbai - 400 072

FOR

6 LANING OF AGRA TO ETAWAH BYPASS SECTION OF NH-2 FROM KM 199.660 TO KM 323.525 UNDER NHDP PHASE-V IN THE STATE OF UTTAR PRADESH TO BE EXECUTED ON BOT (TOLL) MODE

Concession Agreement Signed On
September 1, 2015

VOLUME - I : CONCESSION AGREEMENT & SCHEDULES



Public Private Partnership in

National Highways

CONCESSION AGREEMENT

FOR SIX LANING

Government of India
New Delhi

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Concession Agreement

Part I

Preliminary

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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सत्यमेव जयते

Certificate No.	:	**IN-DL43463497484663N**
Certificate Issued Date	:	17-Aug-2015 09:14 AM
Account Reference	:	IMPACC (IV)/ dl725503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL72550384355379240414N
Purchased by	:	AE TOLLWAY PRIVATE LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AE TOLLWAY PRIVATE LIMITED
Second Party	:	NHAI
Stamp Duty Paid By	:	AE TOLLWAY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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रियायत अनुबंध

यह अनुबंध आज दिनांक 01st सितम्बर, 2015 को निम्नलिखित के बीच किया गया

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम, 1988 के अधीन स्थापित **भारतीय राष्ट्रीय राजमार्ग प्राधिकरण** जिसका प्रतिनिधित्व इसके अध्यक्ष करते हैं और जिसका प्रधान कार्यालय जी-5 और 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075 में है; (जिसे इसमें इसके पश्चात **"प्राधिकरण"** संदर्भित किया गया है और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके प्रशासक, उत्तराधिकारी और समनुदेशिती शामिल होंगे) एक पक्ष;

और

मैसर्स एई टोलवे प्राइवेट लिमिटेड जो कंपनी अधिनियम, 2013 के प्रावधानों के अधीन निगमित एक कंपनी है और जिसका पंजीकृत कार्यालय आईआरबी कॉमप्लेक्स, चाँदीवली फार्म, चाँदीवली गाँव, अंधेरी (पूर्व) मुंबई-400072, में है (जिसे इसमें इसके पश्चात् **"रियायतग्राही"** संदर्भित किया गया है और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके उत्तराधिकारी और अनुमत समनुदेशिती तथा एवज़ी शामिल होंगे), दूसरा पक्ष।

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Certificate No.	:	IN-DL43466290523988N
Certificate Issued Date	:	17-Aug-2015 09:25 AM
Account Reference	:	IMPACC (IV)/ dl725503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL72550384354814495723N
Purchased by	:	AE TOLLWAY PRIVATE LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AE TOLLWAY PRIVATE LIMITED
Second Party	:	NHAI
Stamp Duty Paid By	:	AE TOLLWAY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 01st day of September, 2015

BETWEEN

1 **THE NATIONAL HIGHWAYS AUTHORITY OF INDIA**, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2 **AE TOLLWAY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at IRB Complex, Chandivali Farm, Chandivali Vilage, Andheri (East) Mumbai-400072, (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

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WHEREAS:

(A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 2 including the section of Agra Etawah from km 199.660 to km 323.525 (124.520 km)

(B) The Authority had resolved to augment the existing road from km 199.660 to km 323.525 (124.520 km) on the Agra Etawah section of National Highway No. 2 (hereinafter called the "**NH**-2") in Uttar Pradesh by Six-Laning on design, build, finance, operate and transfer ("**DBFOT**") basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.

(C) The Authority had accordingly invited proposals by its Notice No. NHAI/Agra-Etawah/NHDP-V/NH-2/UP(Tech-Div)/2014/57648 dated 17.10.2014 (the "**Request for Qualification" or "RFQ**") for short listing of bidders for construction, operation and maintenance of the above referred section of NH-2 on DBFOT basis and had shortlisted certain bidders including, inter alia, the selected bidder M/s IRB Infrastructure Developers Limited

(D) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "**Request for Proposals**" or "**RFP**") from the bidders shortlisted pursuant to the RFQ for undertaking the Project.

(E) After evaluation of the bids received, the Authority had accepted the bid of the selected bidderand issued its Letter of Award NoNHAI/Agra-Etawah/NHDP-V/NH-2/UP(Tech-Div)/2014/68552 dated 06.07.2015 (hereinafter called the "**LOA**") to the selected bidder requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.

(F) The selected bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.

(G) By its letter dated 03.08.2015., the Concessionaire has also joined in the said request of the selected bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder for the purposes hereof.

(H) The Authority has agreed to the said request of the selected bidder and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 48) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;

(f) references to "**construction**" or **"building"** include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or **"build"** shall be construed accordingly;

(g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(i) any reference to day shall mean a reference to a calendar day;

(j) references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

(m) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(n) the words importing singular shall include plural and vice versa;

(o) references to any gender shall include the other and the neutral gender;

(p) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

(q) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

(s) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and

(w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**").

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/or the Independent Engineer shall be provided free of cost and in three copies, and if the Authority and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

1.4.1 This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

Part II

The Concession

ARTICLE 2

SCOPE OF THE PROJECT

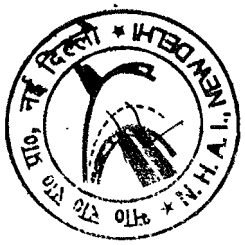
2.1 Scope of the Project

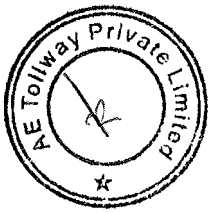
The scope of the Project (the "**Scope of the Project**") shall mean and include, during the Concession Period:

(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 conformity with the Specifications and Standards set forth in Schedule-D;

(b) operation and maintenance of the Project Highway in accordance with the provisions of this Agreement; and

(c) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.





ARTICLE 3

GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority during the subsistence of this Agreement to construct, operate and maintain the Project (the "**Concession**") for a period of 24 (twenty four) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein:

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

(a) Right of Way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) finance and construct the Project Highway;

(c) manage, operate and maintain the Project Highway and regulate the use thereof by third parties;

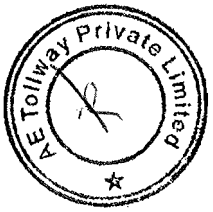
(d) demand, collect and appropriate Fee from vehicles and persons liable for payment of Fee for using the Project Highway or any part thereof and refuse entry of any vehicle if the Fee due is not paid;

(e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;

(f) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and

(g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Highway nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.





ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 24, 34, 44 and 47, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**").

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 90 (ninety) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, or such longer period not exceeding 60 (sixty) days as may be specified therein, 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 Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.1; provided that the conditions set forth in Clause 10.3.2 shall also be satisfied on or prior to the Appointed Date;

(b) issued the Fee Notification;

(c) Deleted ;

(d) procured approval of the Railway authorities in the form of a general arrangement drawing that would enable the Concessionaire to construct road overbridges/underbridges at level crossings on the Project Highway in accordance with the Specifications and Standards and subject to the terms and conditions specified in such approval; and

(e) procured all Applicable Permits relating to environmental protection and conservation of the Site:

Provided that the Authority may from time to time by notice extend, for up to an aggregate of 6 (six) months, the period for procuring the approval set forth in Sub-clause (d) and/or Sub-clause (e) above and in that event the land to be covered by over bridges or the affected sections of the Project Highway, as the case may be, shall be included in the Appendix referred to in Clause 10.3 and dealt with in accordance with the provisions thereof; and provided further that upon procurement of such approval, the Concessionaire shall be entitled to a period of 12 (twelve) months therefrom for completion of the overbridges. For the avoidance of doubt, the approval specified in Sub-clauses (d) and (e) above shall cease to be a Condition Precedent upon the extension of time under this Proviso.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) provided Performance Security to the Authority;

(b) executed and procured execution of the Escrow Agreement;

(c) executed and procured execution of the Substitution Agreement;

(d) procured all the Applicable Permits specified in Schedule-E unconditionally or if subject to conditions, then all such conditions shall have been satisfied in full and such Applicable Permits are in full force and effect;

(e) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;

(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;

(g) delivered to the Authority confirmation, in original, of the correctness of their representations and warranties setforth in Sub clauses (k), (l) and (m) of clause 7.1 of this Agreement; and

(h) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof:

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

Notwithstanding anything to the contrary contained in this agreement, but subject to extension, if any, of the period set forth in Articles 4 and 15 on account of a Force Majeure Event, in the event that COD does not occur, for any reason whatsoever, within the period set forth in Clause 15.1 all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

Upon Termination under Clause 4.1.4, the Authority shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security, The Authority shall be entitled to encash therefrom an amount equal to Bid Security.

4.1.5 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

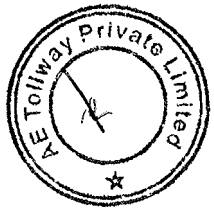
4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 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 fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.

4.3 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 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 41.1.2 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 0.1% (zero point one 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.





ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its cost and expense procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits (other than those set forth in Clause 4.1.2), and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Highway;

(c) perform and fulfil its obligations under the Financing Agreements;

(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;

(f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

(i) transfer the Project Highway to the Authority upon Termination of this Agreement, in accordance with the provisions thereof.

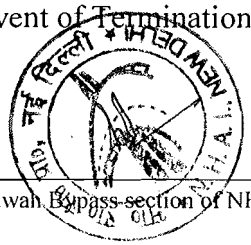
5.2 Obligations relating to Project Agreements

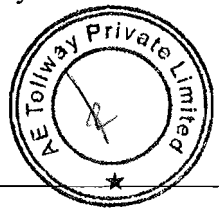
5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the Debt Due.

5.2.4 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 or Suspension (the **"Covenant"**). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.





5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

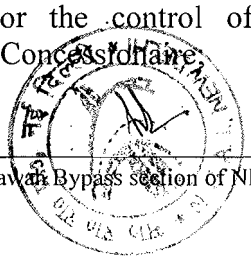
(i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Concessionaire; or

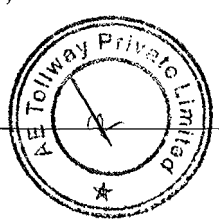
(ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

(a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;





(b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.5 Employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.6 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

5.7 Branding of Project Highway

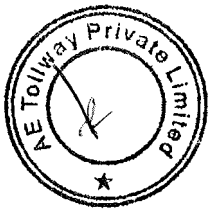
The Project Highway or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project Highway to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are

displayed for the Users. It is further agreed that the Project Highway shall be known, promoted, displayed and advertised by the name of Agra Etawah section of NH-2 .

5.8 Facilities for physically challenged and elderly persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically challenged and elderly persons using the Project Highway.





ARTICLE 6

OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;

(b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;

(d) make best endeavours to procure that no local Tax, toll or charge is levied or imposed on the use of whole or any part of the Project Highway;

(e) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Highway;

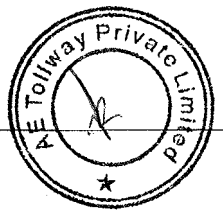
(f) assist the Concessionaire in procuring Police assistance for regulation of traffic, removal of trespassers and security on the Project Highway;

(g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

(i) upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Concessionaire or its Contractors their obligations under this Agreement and the Project Agreements.



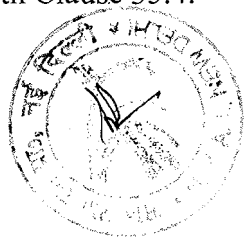


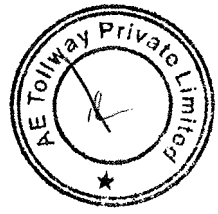
6.2 Maintenance obligations prior to Appointed Date

During the Development Period, the Authority shall maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date. For the avoidance of doubt, the Authority shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the Project Highway, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.

6.3 Obligations relating to Competing Roads

The Authority shall procure that during the subsistence of this Agreement, neither the Authority nor any Government Instrumentality shall, at any time before the 10th (tenth) anniversary of the Appointed Date, construct or cause to be constructed any Competing Road; provided that the restriction herein shall not apply if the average traffic on the Project Highway in any year exceeds 90% (ninety percent) of its designed capacity specified in Clause 29.2.3. Upon breach of its obligations hereunder, the Authority shall be liable to payment of compensation to the Concessionaire under and in accordance with Clause 35.4.





ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the selected bidder, together with its 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 Consortium Member 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.

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.

(l) the selected bidder and its Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(m) the selected bidder } is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(n) all its rights and interests in the Project Highway shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and

(p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

7.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

AE Tollway Private Limited

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under the Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;

(f) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(g) it has complied with Applicable Laws in all material respects;

(h) all information provided by it in response to the Request for Qualification and Request for Proposals, including amendments thereto or disclosures there under, in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

(i) it has the right, power and authority to manage and operate the Project Highway up to the Appointed Date;

(j) it has good and valid right to the Site, and has power and authority to grant a licence in respect thereto to the Concessionaire; and

(k) upon the Concessionaire paying the Concession Fee and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this Agreement.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

AE Tollway Private Limited

ARTICLE 8

DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

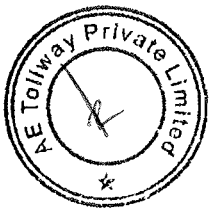
8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.





Part III
Development and Operations

ARTICLE 9

PERFORMANCE SECURITY

9.1 Performance Security

The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 139.52 crore (Rupees One Thirty Nine crore and Fifty Two Lakh) in the form set forth in Schedule-F (the "**Performance Security**"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 37. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default, or to meet any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 37.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 40% (Forty per cent) of the Total Project Cost; provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Performance Security forthwith.





ARTICLE 10

RIGHT OF WAY

10.1 The Site

The site of the Project Highway shall comprise the real estate described in Schedule-A and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "**Site**"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for Six-Laning of the Project Highway as set forth in Schedule-A,

10.2 Licence, Access and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Development Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and licence rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A hereto (the "**Licensed Premises**"), on an "as is where is" basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in anyway appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The licence, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that two existing lanes of the Project Highway or an alternative thereof are open to traffic at all times during the Construction Period.

10.2.4 It is expressly agreed that the Licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Licence, upon the Termination of this Agreement for any reason whatsoever.

10.2.5 The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.6 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructory rights thereon during the Concession Period;

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "**Appendix**") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid licence and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 20% (twenty per cent) of the total area of the Site required and necessary for the Six-Lane Project Highway, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.

10.3.3 On and after signing the memorandum and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Authority shall make best efforts to provide and grant 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 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 1,000 (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.

10.3.5 Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 90 (ninety) days of the Appointed Date shall be completed before the Project Completion Date. It is further agreed that the

obligation of the Concessionaire to complete the affected Construction Works shall subsist so long as the Authority continues to pay the Damages specified herein, and upon the Authority ceasing to pay such Damages after giving 60 (sixty) days' notice thereof to the Concessionaire, the obligation of the Concessionaire to complete such works on such part of the Site shall cease forthwith.

10.3.6 The Concessionaire shall, if so required by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts, under passes and over passes or for construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site and vest in the Authority; provided that the Concessionaire may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the National Highways Act, 1956 and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith; provided further that the cost of land acquired under this Clause 10.3.6 shall be borne by the Authority in accordance with the Act; provided also that the land to be acquired by the Authority hereunder, prior to the Appointed Date, shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the Toll Plazas and approach roads thereof shall conform to the provisions of Schedule - B and Schedule - C. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.3.7 The Concessionaire may procure at its cost and expense and on its own the land that may be required by it for Additional Facilities and the Authority shall have no obligation or liability in respect thereof. For the avoidance of doubt, the Concessionaire shall seek prior consent of the Authority to connect any Additional Facility to the Project Highway and such consent shall not be unreasonably withheld.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances.

10.5 Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Highway and the performance of its obligations under this Agreement.

10.7 Access to the Authority and Independent Engineer

The licence, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Independent Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the licence granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Government shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

10.9 (Deleted)

ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the 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.

11.2 Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

11.3 New utilities and roads

11.3.1 The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 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.

11.3.2 The Authority may, by notice require the Concessionaire to connect any adjoining road to the Project Highway, and the connecting portion thereof falling within the Site shall be constructed by the Concessionaire at the Authority's cost in accordance with Article 16. The maintenance of such connecting portion shall be undertaken by the Concessionaire in accordance with the provisions of Clause 17.1.3.

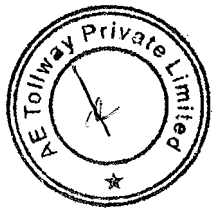
11.3.3 The Authority may by notice require the Concessionaire to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Highway, whereupon the connecting portion thereof that falls within the Site shall be constructed and maintained 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 the Independent Engineer. For the avoidance of doubt, any connecting

road constructed prior to the Appointed Date and falling within the Site shall be maintained by the Concessionaire upon advance payment to be made by the beneficiary entity in accordance with the provisions of this Clause.

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the 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.





ARTICLE 12

CONSTRUCTION OF THE PROJECT HIGHWAY

12.1 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

(a) submit to the Authority and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule-G;

(b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) make its own arrangements for quarrying of materials needed for the Project Highway under and in accordance with the Applicable Laws and Applicable Permits.

12.2 Maintenance during Construction Period

During the Construction Period, the Concessionaire shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 7 (seven) days prior to the date of this Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Concessionaire may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Construction Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of the Project Highway.

12.3 Drawings

In respect of the Concessionaire's obligations with respect to the Drawings of the Project Highway as set forth in Schedule-H, the following shall apply:

(a) The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of all Drawings to the Independent Engineer for review;

(b) By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria

related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;

(c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk;

(d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings;

(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;

(f) Without prejudice to the foregoing provisions of this Clause 12.3, the Concessionaire shall submit to the Authority for review and comments, its Drawings relating to alignment of the Project Highway, finished road level, location and layout of the Toll Plazas and general arrangement drawings of major bridges, flyovers and grade separators, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings. The provisions of this Clause 12.3 shall apply *mutatis mutandis* to the review and comments hereunder; and

(g) Within 90 (ninety) days of the Project Completion Date, the Concessionaire shall furnish to the Authority and the Independent Engineer a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities.

12.4 Six-Laning of the Project Highway

12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Six-Laning as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The 910th (Nine Hundred Tenth Day from the Appointed Date shall be the scheduled date for completion of Six-Laning, (the **"Scheduled Six-Laning Date"**).

12.4.2 The Concessionaire shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule-G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Six-Laning Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Six-Laning Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.4.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

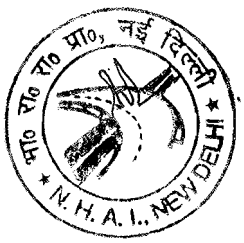
12.4.3 In the event that Six-Laning is not completed within 270 (two hundred and seventy) days from the Scheduled Six-Laning Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.5 (Deleted)

12.6 (Deleted)

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 roads 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 roads in accordance with Good Industry Practice and regulate the use thereof in accordance with the provisions of this Agreement.





ARTICLE 13

MONITORING OF CONSTRUCTION

13.1 Monthly progress reports

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report on progress of the Construction Works and shall promptly give such other relevant information as may be required by the Independent Engineer.

13.2 Inspection

During the Construction Period, the Independent Engineer shall inspect the Project Highway at least once a month and make a report of such inspection (the "**Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten per cent) of the quantity and/or number of tests prescribed by IRC and/or MORTH for the construction works undertaken by the Authority through their contractors. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire. For the avoidance of doubt, the costs to be incurred on any Test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeated until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that

shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

13.4 Delays during construction

Without prejudice to the provisions of Clause 12.4.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that Six-Laning is not likely to be achieved by the Scheduled Six-Laning Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

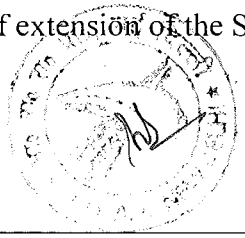
13.5 Suspension of unsafe Construction Works

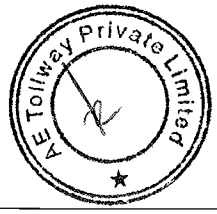
13.5.1 Upon recommendation of the Independent Engineer to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users and pedestrians.

13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and the Users. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.

13.5.3 Subject to the provisions of Clause 34.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

13.5.4 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled, and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer. In the event that the Scheduled Six-Laning Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Six-Laning Date.

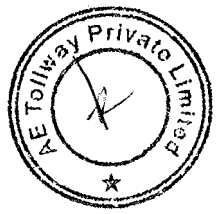




13.6 Video recording

During the Construction Period, the Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Construction Works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.





ARTICLE 14

COMPLETION CERTIFICATE

14.1 Tests

14.1.1 At least 30 (thirty) days prior to the likely completion of the Project Highway, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Highway to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days notice to the Independent Engineer.

14.1.2 All Tests shall be conducted in accordance with Schedule-I. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project Highway with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Project Highway or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

14.2 Completion Certificate

Upon completion of Construction Works and the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in Schedule-J (the "**Completion Certificate**").

14.3 Provisional Certificate

14.3.1 (Deleted)

14.3.2 (Deleted)

14.4 Completion of Punch List items

14.4.1 (Deleted)

14.4.2 (Deleted)

14.5 Withholding of Provisional Certificate

14.5.1 (Deleted)

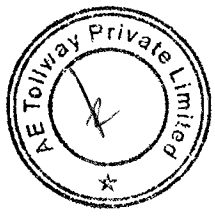
AE Tollway Private Limited

14.5.2 (Deleted).

14.6 Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.





ARTICLE 15

ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

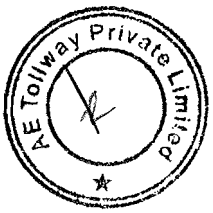
15.1.1 Six-Laning shall be deemed to be complete when the Completion Certificate, is issued under the provisions of Article 14. The commercial operation date of the Project shall be the Appointed date or the Financial close date, whichever is later (the "**COD**"). The Project Highway shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Fee in accordance with the provisions of Article 27.

15.2 Damages for delay

15.2.1 The Concessionaire hereby agrees and undertakes that itself shall achieve COD within 180 (One Hundred Eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (One Twenty) days , subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1%(Zero point one per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (One Hundred Eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in COD has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 of due to Force Majeure.

15.2.2 The Concessionaire shall, upon occurrence of COD, notify the Authority forthwith.





ARTICLE 16

CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement ("**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 16.3.

16.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Article 16 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope.

16.2 Procedure for Change of Scope

16.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.

16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of

Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

16.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire under this Article 16.

16.3 Payment for Change of Scope

16.3.1 Within 7 (seven) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.

16.4 Restriction on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of Six-Laning ; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining completion of Six-Laning. 16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 5% (five per cent) of the Total Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 20% (twenty per cent) of the Total Project Cost at any time during the Concession Period.

16.5 Power of the Authority to undertake works

16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.2 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.

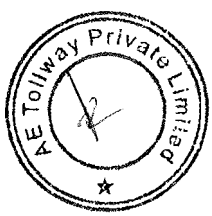
16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimises the disruption in operation of the Project Highway. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

16.6.1 If the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Authority, the Authority may, in its discretion, require the Concessionaire to pay 80% (eighty percent) of the sum saved therefrom, and upon such payment to the Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in the event such reduction in Scope of the Project causes or will cause a reduction in net after-tax return of the Concessionaire, the Parties shall meet, as soon as reasonably practical, and agree on a full or partial waiver of the aforesaid payment of 80% (eighty per cent) so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no reduction in Scope of the Project. It is further agreed that the liability of the Authority under this Clause 16.6 shall not extend beyond waiver of the aforesaid 80% (eighty per cent). It is also agreed that in the event of a dispute, the Dispute Resolution Procedure shall apply.

16.6.2 For determining the obligations of the Concessionaire under this Clause 16.6, the provisions of Clauses 16.1, 16.2 and 16.4 shall apply *mutatis mutandis*, and upon issue of Change of Scope Order by the Authority hereunder, the Concessionaire shall pay forthwith the sum specified therein.





[$] The Authority shall transfer 75% (seventy five percent) of the amount so received to the first ranked bidder whose bid shall have been matched by the Concessionaire.

ARTICLE 17

OPERATION AND MAINTENANCE

17.1 O&M obligations of the Concessionaire

17.1.1 During the Operation Period, the Concessionaire shall operate and maintain the Project Highway in accordance with this Agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvements to the Project Highway to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

(a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway during normal operating conditions;

(b) collecting and appropriating the Fee;

(c) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Project Highway by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(d) carrying out periodic preventive maintenance of the Project Highway;

(e) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;

(f) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;

(g) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the Project Highway;

(h) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Highway;

(i) protection of the environment and provision of equipment and materials therefore;

(j) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Highway;

(k) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and

(l) complying with Safety Requirements in accordance with Article 18.

17.1.2 The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in

conformity with the Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at (to be decided in consultation with Authority/Independent Engineer)

17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-passes, under-passes or other structures situated on the Site but not forming part of the carriageway.

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-K (the "**Maintenance Requirements**").

17.3 Maintenance Manual

17.3.1 Not later than 180 (one hundred and eighty) days from the Appointed Date , the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project Highway in conformity with the Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.3 shall apply, *mutatis mutandis*, to such revision.

17.3.2 Without prejudice to the provision of Clause 17.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that its overall condition conforms to Good Industry Practice.

17.4 Maintenance Programme

17.4.1 Not later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period, the Concessionaire shall provide to the Authority and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "**Maintenance Programme**") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

(a) preventive maintenance schedule;

(b) arrangements and procedures for carrying out urgent repairs;

(c) criteria to be adopted for deciding maintenance needs;

(d) intervals and procedures for carrying out inspection of all elements of the Project Highway;

(e) intervals at which the Concessionaire shall carry out periodic maintenance;

(f) arrangements and procedures for carrying out safety related measures; and

(g) intervals for major maintenance works and the scope thereof.

17.4.2 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3 The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply *mutatis mutandis* to such modifications.

17.5 Safety, vehicle breakdowns and accidents

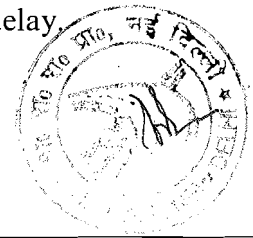
17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary traffic cones and lights, and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

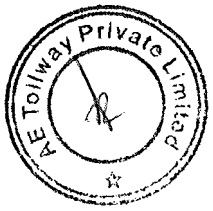
17.5.2 The Concessionaire's responsibility for rescue operations on the Project Highway shall be limited to an initial response to any particular incident until such time that the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. For this purpose, it shall maintain and operate a round-the-clock vehicle rescue post with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 20,000 (twenty thousand) kilograms; provided that on and after the Scheduled Six-Laning Date, the Concessionaire shall maintain and operate two such vehicle rescue posts, with one crane each, and such posts shall be located at each of the Toll Plazas.

17.6 De-commissioning due to Emergency

17.6.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure to traffic of the whole or any part of the Project Highway, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project Highway to traffic for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Concessionaire to the Authority without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.6.2 The Concessionaire shall re-commission the Project Highway or the affected part thereof as quickly as practicable after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project Highway and shall notify the Authority of the same without any delay.





17.6.3 Any decommissioning or closure of any part of the Project Highway and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.7 Lane closure

17.7.1 The Concessionaire shall not close any lane of the Project Highway for undertaking maintenance or repair works except with the prior written approval of the Independent Engineer. Such approval shall be sought by the Concessionaire through a written request to be made at least 7 (seven) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Independent Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.

17.7.2 The provisions of Clause 17.7.1 shall not apply to de-commissioning under Clause 17.6.1 or to closure of any lane for a period not exceeding 2 (two) hours in a day at any time of the day and 6 (six) hours in a day at a time specified by the Independent Engineer as off-peak hours when the flow of traffic is comparatively lower.

17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) meters, or part thereof, for each day of delay until the lane has been re-opened for traffic.

17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

Notwithstanding anything contained in this agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession.

Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 may be assessed and specified forthwith by the Independent Engineer, provided that the Authority may, in its discretion, demand a

smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Authority's right to take remedial measures

17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.

17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses.

17.10 Overriding powers of the Authority

17.10.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 34.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Project Highway or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such

overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, the consequences of such action shall be dealt in accordance with the provisions of Article 34.

17.11 Restoration of loss or damage to Project Highway

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Highway or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Highway conforms to the provisions of this Agreement.

17.12 Modifications to the Project Highway

The Concessionaire shall not carry out any material modifications to the Project Highway save and except where such modifications are necessary for the Project Highway to operate in conformity with the Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Concessionaire's proposal.

17.13 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project Highway is not available to traffic on account of any of the following for the duration thereof:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Project Highway except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project Highway.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project Highway open to traffic provided they can be operated safely.

17.14 Barriers and diversions

The Authority shall procure that during the Operation Period, no barriers are erected or placed by any Government Instrumentality on the Project Highway except for reasons of Emergency, national security, law and order or collection of inter-state taxes. The Authority shall also make best endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions of traffic from, or closing down of approach roads to the Project Highway that may cause a material adverse effect on the flow of traffic to and from the Project Highway.

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 Plazas, 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 MORTH. All advertising on the Project Highway shall also conform to Good Industry Practice. 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.

ARTICLE 18

SAFETY REQUIREMENTS

18.1 Safety Requirements

18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highway, and shall comply with the safety requirements set forth in Schedule-L (the "**Safety Requirements**").

18.1.2 The Authority shall appoint an experienced and qualified firm or organisation (the "**Safety Consultant**") for carrying out safety audit of the Project Highway in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in accordance with the provisions of Article 16. Costs and expenses on works and services not covered hitherto before and arising out of Safety Requirements shall, subject to the provisions of Clause 16.3.2, be borne from out of a dedicated safety fund (the "**Safety Fund**") to be funded, owned and operated by the Authority or a substitute thereof.

ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report stating in reasonable detail the condition of the Project Highway including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

19.2 Inspection

The Independent Engineer shall inspect the Project Highway at least once a month. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.

19.3 Tests

For determining that the Project Highway conforms to the Maintenance Requirements, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results of such tests forthwith to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire.

19.4 Remedial measures

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Independent Engineer and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project Highway into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project Highway conforms to the Maintenance Requirements. In the event that remedial measures are not

completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Monthly Fee Statement

During the Operation Period, the Concessionaire shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of Fee substantially in the form set forth in Schedule-M (the "**Monthly Fee Statement**"). The Concessionaire shall also furnish to the Authority such other information as the Authority may reasonably require, at specified intervals, in discharge of its statutory functions.

19.6 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority and the Independent Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A weekly and monthly summary of such reports shall also be sent within three days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.6, accidents and unusual occurrences on the Project Highway shall include:

(a) death or injury to any person;

(b) damaged or dislodged fixed equipment;

(c) any obstruction on the Project Highway, which results in slow down of the services being provided by the Concessionaire;

(d) disablement of any equipment during operation;

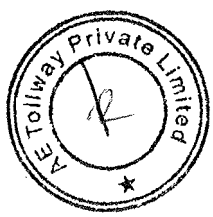
(e) communication failure affecting the operation of Project Highway;

(f) smoke or fire;

(g) flooding of Project Highway; and

(h) such other relevant information as may be required by the Authority or the Independent Engineer.





ARTICLE 20

TRAFFIC REGULATION

20.1 Traffic regulation by the Concessionaire

The Concessionaire shall regulate traffic on the Project Highway in accordance with the Applicable Laws, and subject to the supervision and control of the State authorities or a substitute thereof empowered in this behalf under the Applicable Laws.

20.2 Police assistance

For regulating the use of Project Highway in accordance with the Applicable Laws and this Agreement, the Authority shall assist the Concessionaire in procuring police assistance from the State Police Department or a substitute thereof. The police assistance shall include setting up of a traffic aid post (the "**Traffic Aid Post**") at each of the Toll Plazas with a mobile Police squad for round-the-clock patrolling of the Project Highway.

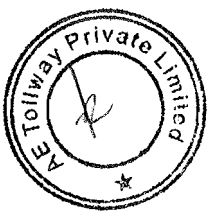
20.3 Buildings for Traffic Aid Posts

The Concessionaire shall, in accordance with the type designs prescribed for such police outpost buildings by the State Government or a substitute thereof, construct buildings not exceeding 25 (twenty five) square meters of plinth area, for each of the Traffic Aid Posts, and hand them over to the Authority not later than 60 (sixty) days prior to the Scheduled Six-Laning Date. The Traffic Aid Posts shall be deemed to be part of the Site and shall vest in the Authority.

20.4 Recurring expenditure on Police assistance

On or before the Scheduled Six-Laning Date, the Concessionaire shall provide to the State Police Department or a substitute thereof one Jeep or similar vehicle in good working condition along with chauffeurs for round-the-clock patrolling as set forth in Clause 20.2 and shall meet the operating costs of such vehicle including the salaries and allowances of the chauffeurs. During the Operation Period of Six-Laning, the Concessionaire shall also reimburse to the State Police Department or a substitute thereof the actual expenditure incurred in each Accounting Year on the pay, allowances and equipment of up to 5 (five) police personnel deployed for the traffic aid posts, and shall maintain the Traffic Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Police Department or a substitute thereof.





ARTICLE 21

EMERGENCY MEDICAL AID

21.1 Medical Aid Posts

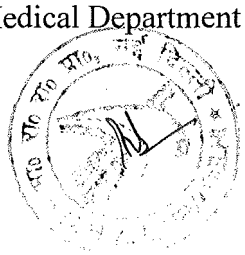
For providing emergency medical aid during the Operation Period, as set forth in this Agreement, the Concessionaire shall assist the State Government or a substitute thereof to be designated by the Authority in setting up and operating a medical aid post (the "**Medical Aid Post**") at each of the Toll Plazas with round-the-clock ambulance services for victims of accidents on the Project Highway.

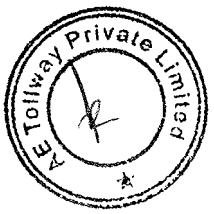
21.2 Buildings for Medical Aid Posts

The Concessionaire shall, at its cost and in accordance with the type designs prescribed for such buildings by the State Medical Department (or a substitute thereof to be designated by the Authority), construct an aid post building and 2 (two) residential quarters, and hand them over to the Authority, not later than 120 days from the Appointed date, and one Ambulance will be handed over to the Authority not later than 90 days from Appointed date. The Medical Aid Post(s) shall be deemed to be part of the Site and shall vest in the Authority.

21.3 Recurring expenditure on Medical Aid Posts

On or before COD, the Concessionaire shall provide to the State Medical Department or a substitute thereof to be designated by the Authority one ambulance in good working condition along with chauffeurs for round-the-clock ambulance services as set forth in Clause 21.1 and meet the operating costs of such ambulance including the salaries and allowances of the chauffeurs. The Concessionaire shall also reimburse to the State Medical Department (or a substitute thereof to be designated by the Authority) the actual expenditure incurred by it in each Accounting Year on the medical equipment, and the pay and allowances of up to 2 (two) medical personnel deployed exclusively for the Medical Aid Posts and ambulance, and shall maintain the Medical Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Medical Department or a substitute thereof to be designated by the Authority.





ARTICLE 22

TRAFFIC CENSUS AND SAMPLING

22.1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerised traffic counters at each of the Toll Plazas and collect data relating to the number and types of vehicles using the Project Highway. The Concessionaire shall also install, maintain and operate weighing platforms (weigh-in-motion type) for recording, on a sample basis, the weight of commercial goods vehicles using the Project Highway. A weekly statement of such data shall be compiled and furnished forthwith by the Concessionaire to the Authority substantially in the form specified in Schedule-N.

22.2 Traffic survey

The Authority may require the Concessionaire to conduct, during each year of the Concession Period, a detailed traffic survey at such frequency and on such days as the Authority may specify, provided that the cumulative period of such survey shall not exceed 14 (fourteen) days in a year. The Concessionaire shall, at its own cost, carry out or cause to be carried out, the survey in the form and manner reasonably specified by the Authority and furnish a detailed report thereof within 15(fifteen) days of the completion of each survey. For the avoidance of doubt, the Authority may also conduct traffic surveys, in such manner as it deems fit and at its own cost, through any agency designated by it for this purpose.

22.3 Traffic sampling

22.3.1 For determining the actual traffic on the Project Highway, the Authority shall be entitled to inspect the relevant records of the Concessionaire, and may, at its own cost, undertake traffic sampling substantially in the manner set forth in Schedule-O at such frequency as it may deem appropriate, but in no case for less than a continuous period of 7 (seven) days. The Concessionaire shall provide such assistance as the Authority may reasonably require for such traffic sampling.

22.3.2 If the traffic sampling pursuant to this Clause 22.3 demonstrates that the actual traffic is more than the traffic reported by the Concessionaire, the traffic determined by the traffic sampling shall be deemed to be the traffic for purposes of this Agreement and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, Realisable Fee for any comparable period shall be calculated with reference to the traffic determined hereunder.

22.4 Computer systems and network

The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Authority and other related entities for exchange of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange (the "**EDI**") as the Authority may specify. For the avoidance of doubt, it is agreed that the form specified in Schedule-N may be modified by the Authority from time to time for conforming to the requirements and output of EDI.

AE Tollway Private Limited

ARTICLE 23

INDEPENDENT ENGINEER

23.1 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.

23.2 Duties and functions

23.2.1 The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-Q.

23.2.2 The Independent Engineer shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in Schedule-Q.

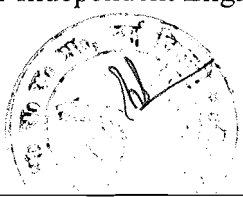
23.3 Remuneration

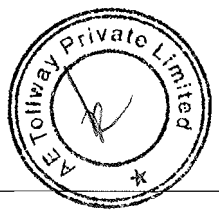
The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority and subject to the limits set forth in Schedule-P, one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority.

23.4 Termination of appointment

23.4.1 The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 23.1.

23.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 23.1.





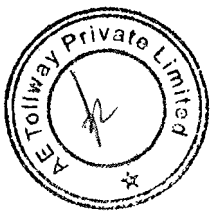
23.5 Authorised signatories

The Authority shall require the Independent Engineer to designate and notify to the Authority and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

23.6 Dispute resolution

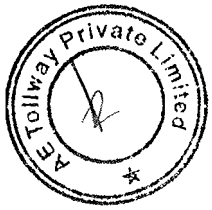
If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.





Part IV
Financial Covenants





ARTICLE 24

FINANCIAL CLOSE

24.1 Financial Close

24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure.

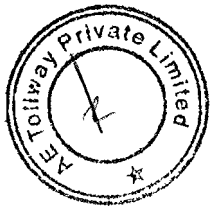
24.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

24.2 Termination due to failure to achieve Financial Close

24.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 34.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 24.1.1, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 24.2.1 shall not apply.

24.2.2 Upon Termination under Clause 24.2.1, the Authority shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Bid Security forthwith along with Damages equal to 25% (twenty-five per cent) thereof. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security, the Authority shall be entitled to encash therefrom an amount equal to Bid Security.



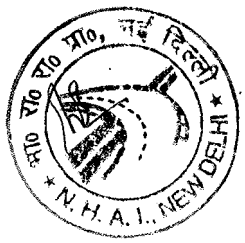


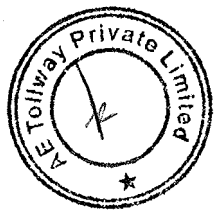
ARTICLE 25

GRANT

25.1 Premium

The Concessionaire acknowledges and agrees that as set forth in the Bid, it shall pay to the Authority for each year of the Concession Period a premium (the "**Premium**") in the form of an additional Concession Fee, as set forth in Clause 26.2.1, and in the manner set forth in Clause 26.4.





ARTICLE 26

CONCESSION FEE

26.1 Concession Fee

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of concession fee (the "**Concession Fee**") a sum of Re. 1 (Rupee one) per annum and the Premium specified in Clause 26.2.

26.2 Additional Concession Fee

26.2.1 Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority, on the Appointed Date a Premium in the form of an additional Concession Fee equal to Rs. 81,00,00,000 (Rs. Eighty One Crore only) (in words) as due to the authority during that year, due and payable for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5% (five percent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all subsequent years shall be determined by increasing the amount of Premium by 5% (five percent) as compared to the immediately preceding year.

For avoidance of doubt it is clarified that the term 'Premium' as referred in para above shall be as applicable for one financial year. In accordance with and in compliance with the terms of this agreement, If payment of such 'Premium' is due and payable only for part of such financial year, then only pro-rata payments @ $1/12^{th}$ of such Premium shall be payable for each month of such part financial year for which such Premium payments is due as payable. For the purpose of assessing the amount due for payment on such payment of Premium, part of a month shall be deemed to be a full month. In such circumstances the subsequent year as referred to in para above, for the purpose of 5% (five per cent) annual escalation, shall fall to commence on 1^{st} of April of the immediately succeeding financial year.

26.2.2 The Premium payable under Clause 26.2.1 shall be deemed to be part of the Concession Fee for the purposes of this Agreement.

26.3 (Deleted)

26.4 Payment of Concession Fee

The Concession Fee payable under the provisions of this Article 26 shall be due and payable in monthly instalments, within 7 (seven) days of the close of each month.

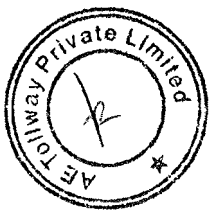
26.5 Verification of Realisable Fee

26.5.1 The Authority may, in order to satisfy itself that the Concessionaire is reporting its Realisable Fee honestly and faithfully, depute its representatives to the Toll Plazas and the offices of the Concessionaire, and undertake such other measures and actions as it may deem necessary to ascertain the actual Fee revenues.

26.5.2 If the verification of Fee revenues pursuant to this Clause 26.5 demonstrates that the

Realisable Fee is more than the amount reported by the Concessionaire, the Authority shall, for the purpose of determining the Fee revenues, be entitled to undertake traffic sampling for a continuous period of 7 (seven) days in accordance with Clause 22.3. The Parties hereto agree that if the average daily Fee revenue determined under this Clause 26.5.2 exceeds the average daily Realisable Fee reported by the Concessionaire during the preceding month by 1% (one percent) thereof, the difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product thereof shall be paid as Damages by the Concessionaire to the Authority, and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, it is agreed that seasonal variations in traffic volume shall be determined by the Independent Engineer on the basis of past trends and other relevant information, and due weightage shall be assigned to such variations in computing the Realisable Fee under this Clause 26.5.2.





ARTICLE 27

USER FEE

27.1 Collection and appropriation of Fee

27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users subject to and in accordance with this Agreement and the National Highways Fee (Determination of Rates and Collection) Rules, 2008 read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide notification no G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide notification no G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates, Collection) Second Amendment Rules, 2011 issued vide notification no G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide notification no G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide notification no G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R-831 (E) dated 21.11.2014 and National Highways Fee (determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.2015 (the "Fee Rules"); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles.

27.1.2 The Parties acknowledge that a notification for levy and collection of Fee shall be issued by the Government under Section 8A of the Act read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide notification no G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide notification no G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates, Collection) Second Amendment Rules, 2011 issued vide notification no G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide notification no G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide notification no G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R-831 (E) dated 21.11.2014 and National Highways Fee (determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.2015 (the "**Fee Notification**") within 120 (One hundred and twenty) days hereof substantially in the form set forth in Schedule-R.

27.1.3 The Concessionaire acknowledges and agrees that upon payment of Fee, any User shall be entitled to use the Project Highway and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permits or the provisions of this Agreement.

27.1.4 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the Fee shall be entitled to use the Project Highway without any restrictions, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement. For the avoidance of doubt, the Concessionaire hereby acknowledges that Exempted Vehicles are not liable to payment of Fee.

27.2 Revision of Fee

27.2.1 The Parties hereto acknowledge and agree that the Fee shall be revised annually on April 1 in accordance with the provisions of the Fee Rules; provided, however, that such revision shall not be effected until a period of 6 (six) months has elapsed from COD. For the avoidance of doubt, it is agreed that revision on account of variation in WPI shall be restricted to 40% (forty per cent) of the variation in WPI to be determined in accordance with the Fee Rules. Notwithstanding anything contained herein, the statutory provisions of the Fee Rules shall govern any revision of fee so undertaken.

27.2.2 Deleted

27.2.3 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of Fee or other relief from the Authority or any Government Instrumentality except in accordance with the express provisions of this Agreement.

27.3 Exemption for Local Users

The Concessionaire shall not collect any Fee from a Local User for non-commercial use of the Project Highway, and shall issue a pass in respect thereof for commuting on a section of the Project Highway as specified in such pass and for crossing the Toll Plaza specified therein. For carrying out the provisions of this Clause 27.3, the Concessionaire shall formulate, publish and implement an appropriate scheme, and make such modifications to the scheme as may reasonably be suggested by the Authority or by Local Users from time to time; provided that for defraying its expenses on issuing of passes and handling of Local Users, the Concessionaire shall be entitled to charge a monthly fee of Rs.150 (Rupees one hundred and fifty only), with reference to the base year 2007-08, to be revised annually in accordance with the Fee Rules to reflect the variation in WPI, and then rounded off to the nearest 5 (five) rupees; provided further that no passes will be required or Fee collected from a vehicle that uses part of the Project Highway and does not cross a Toll Plaza.

27.4 Free use of service road

27.4.1 The Concessionaire shall not permit entry of Local Users, Tractors, animal-drawn vehicles, three-wheelers and Motor Cycles on the carriageway of the Project Highway where a service road or alternative road is available in conformity with the provisions of Fee Rules; provided that a Motor Cycle shall be permitted to use such carriageway upon payment of Fee. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to set up temporary or permanent Fee collection booths, entry barriers or such other restrictions on the service roads, as may reasonably be necessary for preventing such evasion in accordance with the provisions of Clause 27.8.

27.4.2 Any motorised vehicle, not being a Tractor, animal-drawn vehicle, three-wheeler, Motor Cycle or a vehicle of Local User, using the service road forming part of the Project

Highway shall be liable to payment of Fee as if it was using the Project Highway.

27.4.3 Notwithstanding anything contained in para 27.4.1 and 27.4.2 above, free use of service road or matters related thereto shall always be governed by provisions of the Fee Rules in this regard.

27.5 Discounted Fee for frequent Users

27.5.1 The Concessionaire shall, upon request from any person, issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey within 24 (twenty four) hours from the time of payment of Fee.

27.5.2 The Concessionaire shall, upon request from any person for issue of 50 (fifty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to two-thirds of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time during a period of one month from the date of payment of Fee.

27.6 Re appropriation of excess Fee

27.6.1 In the event that the average daily traffic of PCUs in any Accounting Year shall have reached a level equivalent to 120% (one hundred and twenty percent) of the designed capacity specified in Clause 29.2.3 (the "**Traffic Cap**"), the Fee levied and collected from the traffic exceeding the Traffic Cap shall, notwithstanding anything to the contrary contained in this Agreement, be deemed to be due and payable to the Authority in accordance with the provisions of Clause 27.6.2.

27.6.2 If traffic in any Accounting Year exceeds the Traffic Cap, the Concessionaire shall be entitled to collect and appropriate the Realisable Fee for traffic not exceeding the Traffic Cap and for all traffic exceeding the Traffic Cap, the Concessionaire shall collect and deposit the same into the Safety Fund within 60 (sixty) days of the close of the relevant Accounting Year; provided that the balance remaining in respect of the excess traffic of the last Accounting Year of the Concession Period shall be credited to the Safety Fund within 30 (thirty) days of the Transfer Date.

27.7 Tolling Contractor

The Concessionaire may appoint a Tolling Contractor or any other person to collect the Fee for and on behalf of the Concessionaire, provided that notwithstanding such appointment, the Concessionaire shall be and remain solely liable and responsible for the collection of Fee in accordance with this Agreement and its deposit into the Escrow Account and for compliance with the provisions of this Agreement.

27.8 Fee collection points

Fee shall ordinarily be collected at the Toll Plazas from vehicles crossing the Toll Plazas and using the whole or part of the Project Highway; provided that for preventing evasion of Fee by any vehicle circumventing one or both of the Toll Plazas and using the whole or part of the Project Highway located between such Toll Plazas, the Concessionaire

shall be entitled to set up at its own risk and cost, and in consultation with the Independent Engineer, its temporary or permanent Fee collection booths, as may reasonably be necessary for preventing such evasion. For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who do not use any part of the Project Highway which is situated between the two Toll Plazas. It is further acknowledged and agreed that the restrictions hereunder shall not extend beyond a distance of 10 (ten) kilometres from the Toll Plazas and the provisions of this Clause 27.8 shall be so enforced as to minimise inconvenience to Users who are not liable to payment of Fee. Notwithstanding anything contained in this para "Fee Collection points" shall always be governed by provisions of the Fee Notification in this regard

27.9 Additional charge for evasion of Fee

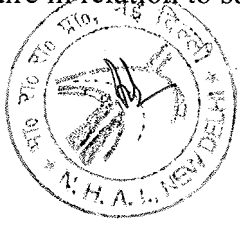
In the event that any vehicle uses the Project Highway without payment of Fee due, the Concessionaire shall be entitled to determine and collect from such vehicle the Fee due and an equivalent amount towards predetermined liquidated damages for attempt to make unauthorised use of the Project Highway; provided that the determination and collection of such liquidated damages shall be at the risk and cost of the Concessionaire and the Authority shall not in any manner be liable on account thereof; provided that upon failure of the driver of such vehicle to pay Fee, the Concessionaire may prevent such vehicle from using the Project Highway and may have such vehicle removed therefrom. Notwithstanding anything contained in this para, such collection of additional charge shall always be governed by provisions of the Fee Notification in this regard

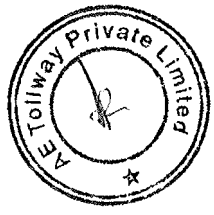
27.10 Additional fee for overloaded vehicles

Without prejudice to the liability incurred under the Applicable Laws by any person driving a vehicle that is loaded in excess of the permissible limit set forth in such laws, the Concessionaire may recover Fee for such overloaded vehicle equal to ten times of the fee applicable to such category of mechnanical vehicle.

Provided that such Fee shall be levied on the basis of actual Gross Vehicle Weight as measured by a standardised static weighing machine to be installed by the Concessionaire at each of the Toll Plazas and where no such weighing machine has been installed, the Concessionaire shall not be entitled to collect Fee for the next higher category of vehicles.

Provided further that upon detection of overloading, the Concessionaire shall prevent the vehicle from using the Project Highway until the excess load has been removed from such vehicle and the Authority shall not be liable for any act of omission of the Concessionaire in relation to such vehicle or person driving such vehicle.





27.11 Display of Fee rates

27.11.1 The Concessionaire shall, one kilometre before the Toll Plaza, 500 (five hundred) meters before the Toll Plaza and 50 (fifty) meters before entry to the Toll Plazas, prominently display the applicable rates of Fee for information of Users approaching the Toll Plaza and shall also publish and display such other information in such manner as may be prescribed under the Fee Rules.

27.11.2 The Concessionaire shall, from time to time, inform the Authority of the applicable Fee and the detailed calculation thereof. Such information shall be communicated at least 15 (fifteen) days prior to the revision of Fee under and in accordance with the Fee Rules.

27.11.3 The Concessionaire shall not revise, display or collect any amounts in excess of the rates of Fee payable under the Fee Rules. In the event any excess amounts are collected by or on behalf of the Concessionaire, it shall, upon receiving a notice to this effect from the Authority, refund such excess amounts to the Authority along with Damages equal to 25% (twenty five percent) thereof.

ARTICLE 28

REVENUE SHORTFALL LOAN

28.1 Revenue Shortfall Loan

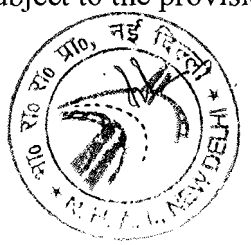
28.1.1 If the Realisable Fee in any Accounting Year shall fall short of the Subsistence Revenue as a result of an Indirect Political Event, a Political Event or an Authority Default, as the case may be, the Authority shall, upon request of the Concessionaire, provide a loan for meeting such shortfall (the "**Revenue Shortfall Loan**") at an interest rate equal to 2% (two per cent) above the Bank Rate.

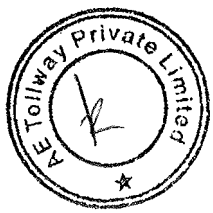
28.1.2 If the half-yearly results of the Concessionaire indicate that the shortfall contemplated for an Accounting Year has arisen in respect of the first 6 (six) months thereof, the Concessionaire shall be entitled to a provisional Revenue Shortfall Loan; provided that, no later than 60 (sixty) days after the close of such Accounting Year, the Concessionaire shall either repay the provisional loan with interest or adjust it against the Revenue Shortfall Loan, if any, as may be due to it under this Clause 28.1.

28.1.3 The Authority shall disburse the Revenue Shortfall Loan or the provisional Revenue Shortfall Loan, as the case may be, within 30 (thirty) days of receiving a request from the Concessionaire along with the particulars thereof including a detailed account of the Indirect Political Event, Political Event or the Authority Default, as the case may be, and its impact on the collection of Fee.

28.2 Repayment of Revenue Shortfall Loan

A sum equal to 50% (fifty per cent) of the 'profit before tax' of the Concessionaire, as and when made, shall be earmarked for repayment of the Revenue Shortfall Loan and interest thereon, and paid by the Concessionaire to the Authority within 90 (ninety) days of the close of the Accounting Year in which such profits have been made; provided that the Concessionaire shall repay the entire Revenue Shortfall Loan and interest thereon not later than one year prior to the expiry of the Concession Period and in the event that any sum remains due or outstanding at any time during such period of one year, the Authority shall be entitled to terminate this Agreement forthwith. For the avoidance of doubt, it is agreed that the repayment of Revenue Shortfall Loan shall be in accordance with and subject to the provisions of Article 31.





ARTICLE 29

EFFECT OF VARIATIONS IN TRAFFIC GROWTH

29.1 Effect of variations in traffic growth

29.1.1 The Authority and the Concessionaire acknowledge that the traffic as on April 1, 2025 (the "**Target Date**") is estimated to be 52,995 PCUs per day (the "**Target Traffic**"), and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, in accordance with Clause 22.3, on the date that falls one year prior to the Target Date, on the Target Date and on the first anniversary of the Target Date (the "**Actual Average Traffic**"). For the avoidance of doubt, it is agreed that traffic sampling shall be undertaken for a continuous period of 7 (seven) days during anytime within 15 (fifteen) days prior to the date specified herein and the average thereof shall be deemed to be the actual traffic. It is further agreed that if the Project Highway shall have two or more Toll Plazas, the average traffic thereof shall be computed for determining the Actual Average Traffic hereunder

29.1.2 In the event that the Actual Average Traffic shall have fallen short of the Target Traffic by more than 2.5% (two point five per cent) thereof or exceeded the Target Traffic by more than 2.5% (two point five per cent) thereof, the Concession Period shall be deemed to be modified in accordance with Clause 29.2. For the avoidance of doubt, in the event of any Dispute relating to Actual Average Traffic, the Dispute Resolution Procedure shall apply.

29.2 Modification in the Concession Period

29.2.1 Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For the avoidance of doubt, and by way of illustration, it is agreed that in the event of a shortfall of 10.6% (ten point six per cent) in Target Traffic, the Concession Period shall be increased by 15% (fifteen per cent) thereof.

29.2.2 Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have exceeded the Target Traffic, then for every 1% (one per cent) excess as compared to the Target Traffic, the Concession Period shall be reduced by 0.75% (zero point seven five per cent) thereof; provided that such reduction in Concession Period shall not in any case exceed 10% (ten per cent) thereof. For the avoidance of doubt and by way of illustration, it is agreed that in the event of an excess of 8.7% (eight point seven per cent) in Target Traffic, the Concession Period shall be reduced by 6% (six per cent) thereof:

Provided further that in lieu of a reduction in Concession Period under this Clause29.2.2, the Concessionaire may elect to pay, in addition to the Concession Fee that would be due and payable if the Concession Period were not reduced hereunder, a further premium

equal to 25% (twenty five per cent) of the Realisable Fee, and upon notice given to this effect by the Concessionaire no later than two years prior to the Transfer Date contemplated by this Clause 29.2.2, the Authority shall waive the reduction in Concession Period hereunder forthwith.

29.2.3 Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway, the Authority at its option may cause preparation of detailed project report (DPR), the said DPR inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Roads Congress publication or any substitute thereof and extension of Concession Period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt:: equity ratio of 70:30. Such extension of Concession period shall be however limited to 5(five) years. For avoidance of doubt it is stated that there shall be no reduction in the Concession period as originally accepted. The authority may thereafter, at their sole option, issue a notice to the Concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the authority. For this purpose, all realizable fees that shall accrue from three months from the date of issuance of the aforesaid notice by the Authority, requiring the Concessionaire to procure capacity augmentation under this clause, shall be included in the assessment of revenue generated against the capacity augmentation and the equity IRR calculations as aforesaid shall be so based on such revenues. On refusal or non-acceptance by the Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the authority, an indirect political event shall be deemed to have occurred and the authority may in it's discretion terminate this agreement by issuing a termination notice and making a termination payment under and in accordance with the provisions of clause 34.9.2; without the authority being liable to issue any further notice under this provision.

For the avoidance of doubt, the Parties agree that an average daily traffic of 1,20,000 PCUs shall be deemed to be the design capacity of the Six-Lane Project Highway.

29.2.4 If the Concessionaire shall have, prior to issue of a Termination Notice under Clause 29.2.3, completed the construction works necessary for augmenting the capacity of the Project Highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Roads Congress Publication No. IRC-64, 1990 or any substitute thereof, the Indirect Political Event specified in Clause 29.2.3 shall be deemed to have been cured.

ARTICLE 30

CONSTRUCTION OF ADDITIONAL TOLLWAY

30.1 Restriction on construction of Additional Tollway

30.1.1 Notwithstanding anything to the contrary contained in this Agreement but subject always to Clause 30.2, the Authority shall not construct, and shall procure that no Government Instrumentality shall construct or cause to be constructed, any expressway or other toll road between, inter alia section of Six Laning of Agra-Etawah Bypass section of NH-2 (From Km 199.660 to Km 323.525) in the State of Uttar Pradesh under NHDP Phase V on BOT (Toll) mode. (collectively the "**Additional Tollway**") for use by traffic at any time before the 15 (fifteen) anniversary of the Appointed Date; provided that in the event of the Concession Period being reduced to 15 (fifteen) years, the Additional Tollway may be opened to traffic at any time after the 10 th (tenth) anniversary of the Appointed Date. For the avoidance of doubt, Additional Tollway does not include any expressway or other toll road connecting, inter alia, Six Laning of Agra-Etawah Bypass section of NH-2 (From km 199.660 to km 323.525) in the State of Uttar Pradesh under NHDP Phase-V on BOT (Toll) mode. if the length of such expressway or toll road exceeds the length of the existing route comprising the Project Highway by 20% (twenty per cent) thereof.

30.1.2 If the Authority shall be in breach of the provisions of Clause 30.1.1, the Concessionaire shall, without prejudice to its other rights and remedies under this Agreement including Termination thereof, be entitled to receive compensation from the Authority under and in accordance with the provisions of Clause 35.4.

30.2 Modification in the Concession Period

In the event of the Authority or any Government Instrumentality constructing or causing construction of any Additional Tollway, the following shall apply:

(a) if the Additional Tollway is proposed to be opened to traffic between the 15th (Fifteenth) and 24th (Twenty Fourth) anniversary of the Appointed Date, the Concessionaire shall be entitled to an additional Concession Period, which shall be equal in duration to period between the opening of the Additional Tollway and the 24th (Twenty Fourth) Anniversary. For the avoidance of doubt, if the Additional Tollway is opened on the 21st (Twenty First) anniversary, the Concession Period shall be deemed to be 27 (Twenty Seven) years; and

(b) if the Concession Period is to be increased in accordance with the provisions of the Cause 30.2, the same shall be added to the Concession Period due to the Concessionaire under and in accordance with all other provisions of this Agreement, save and except the provisions relating to Termination

(c) (deleted)

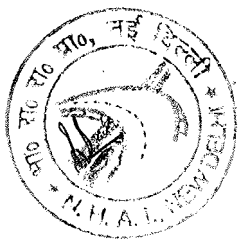
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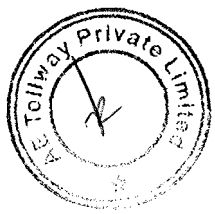
30.3 Minimum Fee for the Project Highway

Upon commissioning of the Additional Tollway, the Concessionaire shall continue to collect the Fee, and shall not offer any discounts or reductions in such Fee except with the prior written consent of the Authority; provided that the Concessionaire may continue, in the same form and manner, any discounts or reductions that it had offered to any general or special class of Users or vehicles for a continuous period of three years prior to the opening of the Additional Tollway to traffic.

30.4 Minimum Fee for Additional Tollway

The Authority agrees and undertakes to procure that the fee to be levied and collected during the subsistence of this Concession from any vehicle or class of vehicles using the Additional Tollway shall at no time be less than 25% (twenty five percent) higher than the Fee levied and collected from similar vehicles using the Project Highway.





ARTICLE 31

ESCROW ACCOUNT

31.1 Escrow Account

31.1.1 The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

31.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule-S.

31.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all funds constituting the Financial Package;

(b) all Fee and any other revenues from or in respect of the Project Highway, including the proceeds of any deposits, capital receipts or insurance claims; and

(c) all payments by the Authority, after deduction of any outstanding Concession Fee:

Provided that the Senior Lenders may make direct disbursements to the EPC Contractor in accordance with the express provisions contained in this behalf in the Financing Agreements.

31.3 Withdrawals during Concession Period

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

(a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;

(b) all payments relating to construction of the Project Highway, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(d) O&M Expenses and other costs and expenses incurred by the Authority in

accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) Concession Fee due and payable to the Authority;

(f) monthly proportionate provision of Debt Service due in an Accounting Year;

(g) Premium due and payable to the Authority;

(h) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan;

(i) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(j) any reserve requirements set forth in the Financing Agreements; and

(k) balance, if any, in accordance with the instructions of the Concessionaire.

31.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 31.3.1, except with the prior written approval of the Authority.

31.4 Withdrawals upon Termination

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

(a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;

(b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;

(c) outstanding Concession Fee;

(d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire, including {Premium and} repayment of Revenue Shortfall Loan;

(e) retention and payments relating to the liability for defects and deficiencies set forth in Article 39;

(f) outstanding Debt Service including the balance of Debt Due;

(g) outstanding Subordinated Debt;

(h) incurred or accrued O&M Expenses;

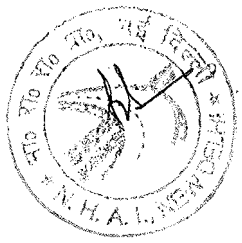
(i) any other payments required to be made under this Agreement; and

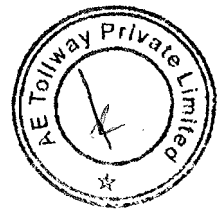
(j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (j) of this Clause 31.4.1

until a Vesting Certificate has been issued by the Authority under the provisions of Article 38.

31.4.2 The provisions of this Article 31 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 31.4.1 have been discharged.





ARTICLE 32

INSURANCE

32.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

32.2 Notice to the Authority

Not later than 45 (forty-five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 32. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

32.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 32 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

32.4 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

32.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 32 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

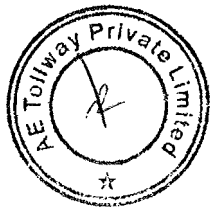
32.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

32.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 31.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.





ARTICLE 33

ACCOUNTS AND AUDIT

33.1 Audited accounts

33.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all Realisable Fees and other revenues derived/collected by it from or on account of the Project Highway and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

33.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

33.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the traffic count for each category of vehicles using the Project Highway and liable for payment of Fee therefore, (b) Fee charged and received, Realisable Fee and other revenues derived from the Project Highway, and (c) such other information as the Authority may reasonably require.

33.2 Appointment of auditors

33.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 10 (ten) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

33.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

33.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "**Additional Auditors**") from the Panel of Chartered

Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

33.2.4 (Deleted).

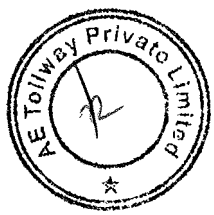
33.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of Monthly Fee Statements under Clause 19.5.

33.4 Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.





Part V

Force Majeure and Termination

ARTICLE 34

FORCE MAJEURE

34.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 34.2, 34.3 and 34.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

34.2 Non-Political Event

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

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

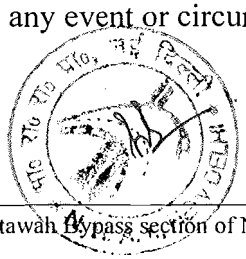
(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 34.3;

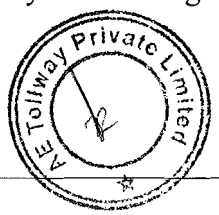
(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) any event or circumstances of a nature analogous to any of the foregoing.





34.3 Indirect Political Event

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

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;

(d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(e) any Indirect Political Event that causes a Non-Political Event; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

34.4 Political Event

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

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 41 and its effect, in financial terms, exceeds the sum specified in Clause 41.1;

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

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

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

34.5 Duty to report Force Majeure Event

34.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 34 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

34.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

34.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 34.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

34.6 Effect of Force Majeure Event on the Concession

34.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 24.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

34.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

(a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) after COD, whereupon the Concessionaire is unable to collect Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fee on account thereof; provided that in the event of partial collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty-five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire

to extension of one day in the Concession Period.

34.7 Allocation of costs arising out of Force Majeure

34.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

34.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Fee revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

34.7.3 Save and except as expressly provided in this Article 34, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

34.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 34, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

34.9 Termination Payment for Force Majeure Event

34.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

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

(a) Debt Due 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; and

(b) 110% (one hundred and ten per cent) of the Adjusted Equity.

34.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were an Authority Default.

34.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

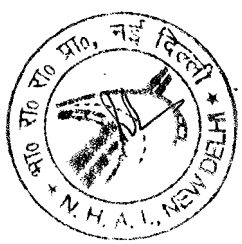
34.11 Excuse from performance of obligations

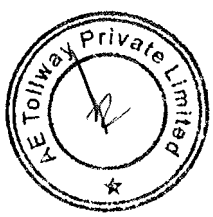
If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.





ARTICLE 35

COMPENSATION FOR BREACH OF AGREEMENT

35.1 Compensation for default by the Concessionaire

In the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 35.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement.

35.2 Compensation for default by the Authority

In the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Fee revenues or debt repayment obligations, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

35.3 Extension of Concession Period

In the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, 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 or the collection of Fee remained suspended on account thereof, as the case may be; and in the event of reduction in collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

35.4 Compensation for Competing Roads

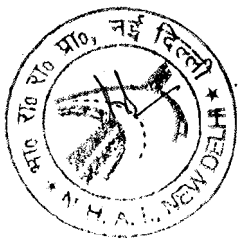
35.4.1 In the event that an Additional Tollway or a Competing Road, as the case may be, is opened to traffic in breach of this Agreement, the Authority shall pay to the Concessionaire, for each day of breach, compensation in a sum equal to the difference

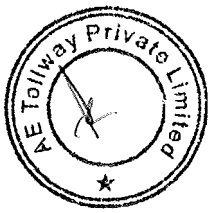
between the average daily Realisable Fee and the projected daily Fee (the **"Projected Fee"**) until the breach is cured. The Projected Fee hereunder shall be an amount equal to the Average Daily Fee, increased at the close of every month by 0.5% (zero point five per cent) thereof and revised in accordance with Clause 27.2. For the avoidance of doubt, the Average Daily Fee for the purposes of this Clause shall be the amount so determined in respect of the Accounting Year or period, as the case may be, occurring prior to such opening or operation of an Additional Tollway or a Competing Road, as the case may be.

35.4.2 Payment of compensation under this Clause 35.4 shall be deemed to cure the breach of this Agreement so long as the Authority continues to pay compensation hereunder.

35.5 Compensation to be in addition

Compensation payable under this Article 35 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.





ARTICLE 36

SUSPENSION OF CONCESSIONAIRE'S RIGHTS

36.1 Suspension upon Concessionaire Default

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

36.2 Authority to act on behalf of Concessionaire

36.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 31.3.

36.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Project Highway shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 36.1 to use during Suspension, all intellectual property belonging to or licenced to the Concessionaire.

36.3 Revocation of Suspension

36.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

36.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

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36.4 Substitution of Concessionaire

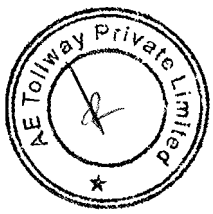
At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 36.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

36.5 Termination

36.5.1 At any time during the period of Suspension under this Article 36, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 36.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 37.

36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.





ARTICLE 37

TERMINATION

37.1 Termination for Concessionaire Default

37.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

(a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Performance Security was appropriated;

(c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 90 (ninety) days;

(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Highway without the prior written consent of the Authority;

(e) Project Completion Date does not occur within the period specified in Clause 12.4.3;

(f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;

(g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(h) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

(j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified in hereinabove;

(k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(l) the Concessionaire creates any Encumbrance in breach of this Agreement;

(m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(p) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(q) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

(iii) each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(v) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(w) the Concessionaire commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

37.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 37.1.3.

37.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 37.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

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

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

37.2 Termination for Authority Default

37.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

(a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(b) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;

(c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or

(d) the State commits a material default in complying with the provisions of the State Support Agreement if such default has a Material Adverse Effect on the Concessionaire and the breach continues for a period of 90 (ninety) days from the date of notice given in this behalf by the Concessionaire to the Authority.

37.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

37.3 Termination Payment

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 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 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 Project Completion Date.

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

(a) Debt Due; and

(b) 150% (one hundred and fifty per cent) of the Adjusted Equity.

37.3.3 Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

37.3.4 The Concessionaire expressly agrees that Termination Payment under this Article 37 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

37.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) be deemed to have taken possession and control of the Project Highway forthwith;

(b) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;

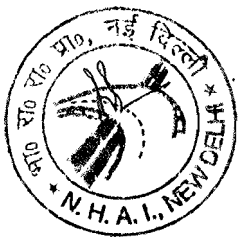
(c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

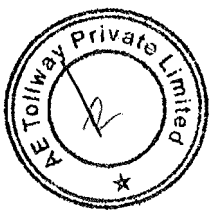
(d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 38.1; and

(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

37.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.





ARTICLE 38

DIVESTMENT OF RIGHTS AND INTEREST

38.1 Divestment Requirements

Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of the Project Highway, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

(c) cure all Project Assets, including the road, bridges, structures and equipment, of all defects and deficiencies so that the Project Highway is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, intellectual property rights and other licences pertaining to the Project Highway and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date;

(e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Highway, including the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project Highway, free from all Encumbrances, absolutely unto the Authority or to its nominee.

38.2 Inspection and cure

Not earlier than 90 (ninety) days before Termination but not later than 15 (fifteen) days before the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 39 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 38.

38.3 Vesting Certificate

The divestment of all rights, title and interest in the Project Highway shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-U (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Highway, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project Highway on the footing that all Divestment Requirements have been complied with by the Concessionaire.

38.4 Additional Facilities

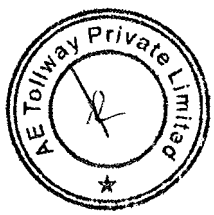
Notwithstanding anything to the contrary contained in this Agreement, all Additional Facilities shall continue to vest in the Concessionaire upon and after Termination.

38.5 Divestment costs etc.

38.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Highway in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

38.5.2 In the event of any dispute relating to matters covered by and under this Article 38, the Dispute Resolution Procedure shall apply.





ARTICLE 39

DEFECTS LIABILITY AFTER TERMINATION

39.1 Liability for defects after Termination

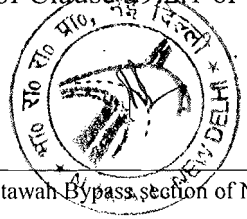
The Concessionaire shall be responsible for all defects and deficiencies in the Project Highway for a period of 120 (One hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project Highway during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project Highway conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

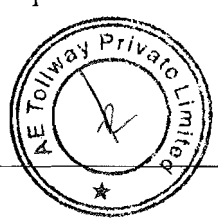
39.2 Retention in Escrow Account

39.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 39.2.3, a sum equal to 5% (five per cent) of the total Realisable Fee for the year immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 39.1.

39.2.2 Without prejudice to the provisions of Clause 39.2.1, the Independent Engineer shall carry out an inspection of the Project Highway at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project Highway is such that a sum larger than the amount stipulated in Clause 39.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

39.2.3 The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "**Performance Guarantee**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with.





Part VI

Other Provisions

ARTICLE 40

ASSIGNMENT AND CHARGES

40.1 Restrictions on assignment and charges

40.1.1 Subject to Clauses 40.2 and 40.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

40.1.2 Subject to the provisions of Clause 40.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

40.2 Permitted assignment and charges

The restraints set forth in Clause 40.1 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project Highway;

(b) 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;

(c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and

(d) liens or encumbrances required by any Applicable Law.

40.3 Substitution Agreement

40.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire in accordance with the agreement for substitution of the Concessionaire (the "**Substitution Agreement**") to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-V.

40.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire, provided that where the Concessionaire is in breach of this Agreement

on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

40.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.





ARTICLE 41

CHANGE IN LAW

41.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero point five percent) of the Realisable Fee in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

41.2 Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero point five percent) of the Realisable Fee in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.2 shall be

restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

41.3 Protection of NPV

Pursuant to the provisions of Clauses 41.1 and 41.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred.

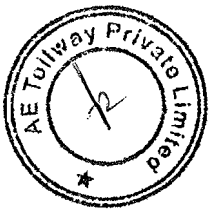
41.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 41 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than two years from the close of such Accounting Year.

41.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.





ARTICLE 42

LIABILITY AND INDEMNITY

42.1 General indemnity

42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, ("**the Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

42.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

42.2 Indemnity by the Concessionaire

42.2.1 Without limiting the generality of Clause 42.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

42.2.2 Without limiting the generality of the provisions of this Article 42, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason

of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

42.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 42 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

42.4 Defence of claims

42.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 42, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

42.4.2 If the Indemnifying Party has exercised its rights under Clause 42.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

42.4.3 If the Indemnifying Party exercises its rights under Clause 42.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 42.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

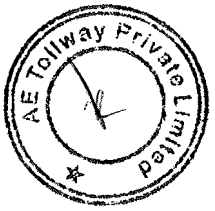
42.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 42, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

42.6 Survival on Termination

The provisions of this Article 42 shall survive Termination.





ARTICLE 43

RIGHTS AND TITLE OVER THE SITE

43.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole licensee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project Highway by third parties in accordance with and subject to the provisions of this Agreement.

43.2 Access rights of the Authority and others

43.2.1 The Concessionaire shall allow free access to the Site at all times for the authorised representatives and vehicles of the Authority, Senior Lenders, and the Independent Engineer, and for the persons and vehicles duly authorised by any Government Instrumentality to inspect the Project Highway or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

43.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorised persons and vehicles of the controlling body of such utility or road.

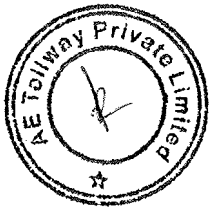
43.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site. Provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority.

43.4 Restriction on sub-letting

The Concessionaire shall not sublicense or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project Highway.





ARTICLE 44

DISPUTE RESOLUTION

44.1 Dispute resolution

44.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 44.2.

44.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

44.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 44.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 44.3.

44.3 Arbitration

44.3.1 "Any dispute, which is not resolved amicably as provided in clause 44.2 shall be finally settled by arbitration as set forth below:

i) The Dispute shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The Arbitral tribunal shall consist of 3 Arbitrators, one each to be appointed by NHAI and the concessionaire. The third arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators, appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

ii) Neither party shall be limited in the proceedings before such Tribunal to the evidence or arguments before the other party/Independent consultant.

iii) Arbitration may be commenced during or after the Concession Period, provided that the obligations of NHAI and the Concessionaire shall not be altered by the reason of the

arbitration being conducted during the Concession Period.

iv) If one of the parties fail to appoint its Arbitrator in pursuance of Sub-Clause (i) above, within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress, shall appoint the Arbitrator. A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress making such an appointment shall be furnished to each of the parties.

v) Arbitration proceedings shall be held at Delhi, India, and the language of the Arbitration Proceedings and that of all documents and communications between the parties shall be English.

vi) The expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings shall be borne by each party itself.

vii) The fees and expenses payable to the Arbitrators shall be as per the schedule of remuneration and expenses for Arbitrators notified by NHAI vide letter no. 11041/217/2007-Admin. DL 13th January 2010 reproduced herein below, or any amendment thereof:

S. No	Particulars	Schedule Amount Payable per Arbitrator/per case
1.	Arbitrator fee	Rs. 15,000/- per day subject to a maximum of Rs. 4 lacs per case Or Rs. 2.5 lacs (lump sum) subject to publishing the Award within 12 months. 12 months will be reckoned from the date of first hearing.
2.	Reading Charges	Rs. 15,000/-
3.	Secretarial Assistance and incidental charges (telephone, fax, postage etc.)	Rs. 20,000/-
4.	Charges for publishing / declaration of the Award	Maximum of Rs. 20,000/-
5.	Other expenses (actuals against bills subject to the prescribed ceiling) –applicable for the days of hearing only.	
	Travelling expenses Lodging and Boarding	Economy class be air, first class AC by train, AC car by road i) Upto Rs. 15,000/- per day (metro cities) ii) Upto Rs. 7,000/- per day (other cities) iii) Rs. 3,000/- per day (own arrangement)
6.	Local Travel	Rs. 1,500/- per day
7.	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs. 3,500/- per day
Note	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

44.3.2 Deleted

44.3.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 44 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

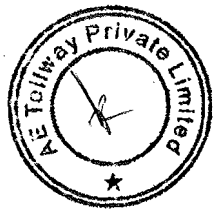
44.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

44.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

44.4 Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.





ARTICLE 45

DISCLOSURE

45.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme and the Maintenance Requirements (hereinafter collectively referred to as the "**Specified Documents**"), free of charge, during normal business hours on all working days at the Toll Plazas and Concessionaire's Registered Office. The Concessionaire shall prominently display at each of the Toll Plazas and toll booths, public notices stating the availability of the Specified Documents for such inspection, and shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

45.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project Highway, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

45.3 Notwithstanding the provisions of Clauses 45.1 and 45.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clause 45.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 46

REDRESSAL OF PUBLIC GRIEVANCES

46.1 Complaints Register

46.1.1 The Concessionaire shall maintain a public relations office at each of the Toll Plazas where it shall keep a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each Toll Plazas so as to bring it to the attention of all Users.

46.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

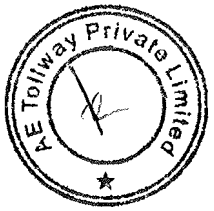
46.1.3 Without prejudice to the provisions of Clauses 46.1.1 and 46.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

46.2 Redressal of complaints

46.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

46.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.





ARTICLE 47

MISCELLANEOUS

47.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

47.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

47.3 State Support Agreement

State Government has not executed the State Support Agreement for the project. The Authority will make endeavour to get the State Support Agreement executed. However State Support Agreement is not Condition Precedent for Appointed Date.

47.4 Depreciation and Interest

47.4.1 For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

47.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

N.H.A.I., NEW DELHI
AE Tollway Private Limited

47.5 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

47.6 Waiver

47.6.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

47.6.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

47.7 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project Highway nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

47.8 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

47.9 Survival

47.9.1 Termination shall:

(a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

47.9.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

47.10 Entire Agreement

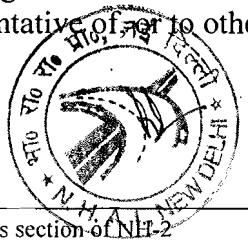
This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

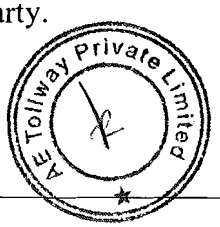
47.11 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

47.12 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.





47.13 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

47.14 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

47.15 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority;

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Chairman of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

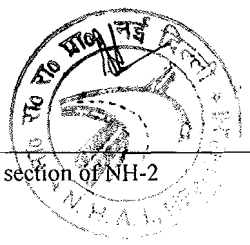
(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

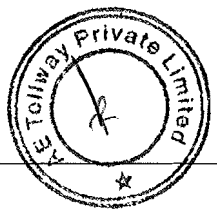
47.16 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

47.17 Counterparts

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





ARTICLE 48

DEFINITIONS

48.1 Definitions

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Facilities**" means the facilities such as service stations, motels, restaurants, shopping areas and amusement parks which the Concessionaire may, in its discretion and subject to Applicable Laws, provide or procure for the benefit of the Users, and which are in addition to the Project Facilities, and not situated on the Site;

"**Additional Tollway**" shall have the meaning set forth in Clause 30.1.1;

"**Adjusted Equity**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "**Reference Date**"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "**Base Adjusted Equity**") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date;

(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.35% (zero point thirty five per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made;

"**Affected Party**" shall have the meaning set forth in Clause 34.1;

"**Agreement**" or "**Concession Agreement**" means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions

contained in this Agreement;

"**Applicable Laws**" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Agreement;

"**Appointed Date**" means the date on which Financial Close is achieved or an earlier date that the Parties may by mutual consent determine, and shall be deemed to be the date of commencement of the Concession Period;

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"**Associate**" or "**Affiliate**" means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority Default**" shall have the meaning set forth in Clause 37.2.1;

"**Authority Representative**" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"**Average Daily Fee**" means the amount arrived at after dividing the total Realisable Fee of the immediately preceding Accounting Year by 365 (three hundred and sixty five), and increasing the result thereof by 5% (five per cent);

provided that the Average Daily Fee for any period prior to completion of the first Accounting Year following COD shall be a simple average of the Fee collected every day during the period between COD and the last day of the month preceding the date on which the event requiring calculation hereof occurred, and in the event that the Fee payable by any segment of traffic has not been realised for any reason, an assessment thereof shall be made by the Independent Engineer to form part of the Average Daily Fee for such period;

"**Bank**" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders,

but does not include a bank in which any Senior Lender has an interest;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof;

"**Bid Security**" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 16.50 crore (Rupees Sixteen **Crore and Fifty Lakh only**), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"**Bus**" means any passenger motor vehicle with a registered carrying capacity exceeding 32 (thirty two) excluding the driver;

"**COD**" or "**Commercial Operation Date**" means the date of Financial Close or Appointed Date which ever is later;

"**Car**" means and includes any light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7,500 (seven thousand five hundred) kilograms or a registered carrying capacity not exceeding 12 (twelve) excluding the driver, but does not include a Motor Cycle, Tractor or road roller;

"**Change in Law**" means the occurrence of any of the following after the date of Bid:

(a) the enactment of any new Indian law;

(b) the repeal, modification or re-enactment of any existing Indian law;

(c) the commencement of any Indian law which has not entered into effect until the date of Bid;

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or

(e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"**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 51% (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 of two years from the date the project achieves / is granted

completion certificate, shall constitute Change in Ownership;

"**Change of Scope**" shall have the meaning set forth in Clause 16.1;

"**Company**" means the Company acting as the Concessionaire under this Agreement;

"**Competing Road**" means a road connecting the two end points of the Project Highway and serving as an alternative route thereof, such road being an existing paved road, which has been widened by more than 2 (two) metres of paved road for at least 75% (seventy five per cent) of the total length thereof at any time after the date of this Agreement, or a new road, which is constructed after such date, as the case may be, but does not include any road connecting the aforesaid two points if the length of such road exceeds the length of the Project Highway by 20% (twenty per cent) thereof;

"**Completion Certificate**" shall have the meaning set forth in Clause 14.2;

"**Concession**" shall have the meaning set forth in Clause 3.1.1;

"**Concessionaire**" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"**Concession Fee**" shall have the meaning set forth in Clause 26.1;

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

"**Concessionaire Default**" shall have the meaning set forth in Clause 37.1.1;

"**Conditions Precedent**" shall have the meaning set forth in Clause 4.1.1;

"**Construction Period**" means the period beginning from the Appointed Date and ending on the Project Completion Date

"**Construction Works**" means all works and things necessary to complete the Project Highway in accordance with this Agreement;

"**Contractor**" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract, the Tolling Contract or any other material agreement or contract for construction, operation and/or maintenance of the Project Highway or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer to accord their approval;

"**DBFOT**" or "**Design, Build, Finance, Operate and Transfer**" shall have the meaning set forth in Recital (B);

"**Damages**" shall have the meaning set forth in Sub-clause (w) of Clause 1.2.1;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "**principal**") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"**Development Period**" means the period from the date of this Agreement until the Appointed Date;

"**Dispute**" shall have the meaning set forth in Clause 44.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in Article 44;

"**Divestment Requirements**" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 38.1;

"**Document**" or "**Documentation**" means documentation in printed or written form, or

in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Drawings**" means all of the drawings, calculations and documents pertaining to the Project Highway as set forth in Schedule-H, and shall include 'as built' drawings of the Project Highway;

"**EPC Contract**" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and construction of the Project Highway in accordance with the provisions of this Agreement;

"**EPC Contractor**" means the person with whom the Concessionaire has entered into an EPC Contract;

"**Emergency**" means a condition or situation that is likely to endanger the security of the individuals on or about the Project Highway, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Project Highway, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Highway, where applicable herein but excluding utilities referred to in Clause 11.1;

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component, but does not include Equity Support;

"**Equity Support**" Deleted;

"**Escrow Account**" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

"**Escrow Agreement**" shall have the meaning set forth in Clause 31.1.2;

"**Escrow Bank**" shall have the meaning set forth in Clause 31.1.1;

"**Escrow Default**" shall have the meaning set forth in Schedule-S;

"**Exempted Vehicle**" means a vehicle exempted from payment of Fee under and in accordance with the Fee Rules;

"**Fee**" means the charge levied on and payable for a vehicle using the Project Highway or a part thereof, in accordance with the Fee Rules and this Agreement;

"**Fee Notification**" means the Notification to be issued by the Government, prior to the Appointed Date, in exercise of the powers conferred by Section 7 of the National Highways Act, 1956 read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide notification no G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide notification no G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates, Collection) Second Amendment Rules, 2011 issued vide notification no G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide notification no G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide notification no G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R-831 (E) dated 21.11.2014 and National Highways Fee (determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.2015 in respect of the levy and collection of Fee during the Concession Period, substantially in the form at Schedule-R;

"**Fee Rules**" mean the National Highways Fee (Determination of Rates and Collection) Rules, 2008, read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide notification no G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide notification no G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates, Collection) Second Amendment Rules, 2011 issued vide notification no G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide notification no G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide notification no G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R-831 (E) dated 21.11.2014 and National Highways Fee (determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.2015 (the "Fee Rules");

"**Financial Close**" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

"**Financial Default**" shall have the meaning set forth in Schedule-V;

"**Financial Model**" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"**Financial Package**" means the financing package indicating the total capital cost of Six-Laning and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt and Equity Support, if any;

"**Financing Agreements**" means the agreements executed by the Concessionaire in

respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.2;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 34.1;

"**GOI**" means the Government of India;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government**" means the Government of India;

"**Government Instrumentality**" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Highway or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"**Grant**" shall have the meaning set forth in Clause 25.1.1;

"**Gross Vehicle Weight**" or "**GVW**" means in respect of any vehicle the total weight of the vehicle and load certified and registered under the Applicable Laws;

"**Heavy construction machinery" or "Earth moving equipment" or "Multi-axle vehicle"** means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with four to six axles or vehicle (inclusive of the axle of the trailer, if any) with a gross vehicle weight exceeding 25,000 (twenty five thousand) kilogram, but less than 60,000 (sixty thousand) kilogram;

"**IRC**" means the Indian Roads Congress;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 42;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 42;

"**Independent Engineer**" shall have the meaning set forth in Clause 23.1;

"**Indirect Political Event**" shall have the meaning set forth in Clause 34.3;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 32, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;

"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (E);

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**Light Commercial Vehicle**" or "**LCV**" means any passenger vehicle, minibus, light goods vehicle or goods carrier with a Gross Vehicle Weight exceeding 7,500 (seven thousand five hundred) kilograms but less than 12,000 (twelve thousand) kilograms or a registered passenger carrying capacity exceeding 12 (twelve) but less than 32 (thirty two) excluding the driver, and includes a Tractor with Trailer;

"**Local User**" means a person using a vehicle registered for non-commercial purposes and used as such for commuting on a section of the Project Highway, provided that (a) such vehicle is owned by a person who resides within a distance of 20 km (twenty kilometres) from the nearest Toll Plaza; (b) its use of such section of the Project Highway does not extend beyond a Toll Plaza other than such nearest Toll Plaza; and (c) such section of the Project Highway has no service road or alternative road; and shall include a vehicle that uses a section of the Project Highway but does not cross a Toll Plaza;

"**MORTH**" means the Ministry of Road Transport and Highways or any substitute thereof dealing with National Highways;

"**Maintenance Manual**" shall have the meaning ascribed to it in Clause 17.3;

"**Maintenance Programme**" shall have the meaning ascribed to it in Clause 17.4.1;

"**Maintenance Requirements**" shall have the meaning set forth in Clause 17.2;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**Medical Aid Post**" shall have the meaning set forth in Clause 21.1;

"**Motor Cycle**" means and includes any two-wheeled motor vehicle;

"**Nominated Company**" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"**Non-Political Event**" shall have the meaning set forth in Clause 34.2;

"**O&M**" means the operation and maintenance of the Project Highway and includes all matters connected with or incidental to such operation and maintenance, provision of

services and facilities, and collection of Fee in accordance with the provisions of this Agreement;

"**O&M Contract**" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;

"**O&M Contractor**" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire;

"**O&M Expenses**" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract, Tolling Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**O&M Inspection Report**" shall have the meaning set forth in Clause 19.2;

"**O&M Support**" Deleted

"**Operation Period**" means the period commencing from COD and ending on the Transfer Date;

"**Oversized Vehicle**" means any vehicle having 7 (seven) or more axles or a Gross Vehicle Weight exceeding 60,000 (sixty thousand) kilograms;

"**PCU**" shall have the meaning ascribed to a passenger car unit in the Indian Roads Congress Publication No. IRC-64, 1990 or any substitute or modification thereof, and when used in this Agreement, shall include only motorised vehicles liable to payment of user charges at the Toll Plazas in accordance with the Fee Rules and the Exempted Vehicles specified therein, but does not include Tractors, Tractors with Trailer, Motor Cycles and non-motorised vehicles;

"**Panel of Chartered Accountants**" shall have the meaning set forth in Clause 33.2.1;

"**Parties**" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"**Performance Security**" shall have the meaning set forth in Clause 9.1;

"**Political Event**" shall have the meaning set forth in Clause 34.4;

"**Premium**" shall have the meaning set forth in Clause 25.4;

"**Project**" means the construction, operation and maintenance of the Project Highway in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"**Project Agreements**" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, Tolling Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services involving a consideration of upto Rs. 5(five) crore;

"**Project Assets**" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of licence, Right of Way or otherwise; (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road overbridges, drainage works, traffic signals, sign boards, kilometre-stones, toll plazas, electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the Project Highway, but does not include Additional Facilities;

"**Project Completion Date**" means the date on which the Completion Certificate, is issued under the provisions of Article 14;

"**Project Completion Schedule**" means the progressive Project Milestones set forth in Schedule-G for completion of the Project Highway on or before the Scheduled Six-Laning Completion Date;

"**Project Facilities**" means all the amenities and facilities situated on the Site, as described in Schedule-C;

"Project Highway" means the Site comprising the existing road comprising section of Six Laning of Agra-Etawah Bypass section of NH-2 from km 199.660 to km 323.525 in the State of Uttar Pradesh under NHDP Phase-V on BOT (Toll) mode and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"**Project Milestones**" means the project milestones set forth in Schedule-G;

"**RBI**" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"**Re.**", "**Rs.**" or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Realisable Fee**" means all the Fee due and realisable under this Agreement, but does not include fees that the Concessionaire has not been able to realise after due diligence and best efforts. For the avoidance of doubt, Realisable Fee shall, save as provided in Clause 26.5, be the amount so declared by the Concessionaire on the basis of its provisional accounts or the audited accounts, as the case may be, and in the event of a dispute thereto, the Dispute Resolution Procedure shall apply;

"**Reference Exchange Rate**" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in

Delhi by the Bank of India and the Bank of Baroda;

"**Request for Proposals**" or "**RFP**" shall have the meaning set forth in Recital 'D';

"**Request for Qualification**" or "**RFQ**" shall have the meaning set forth in Recital 'C;

"**Revenue Shortfall Loan**" shall have the meaning set forth in Clause 28.1.1;

"**Right of Way**" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project Highway in accordance with this Agreement;

"**Safety Consultant**" shall have the meaning set forth in Clause 18.1.2;

"**Safety Requirements**" shall have the meaning set forth in Clause 18.1.1;

"**Safety Fund**" shall have the meaning set forth in Clause 18.2;

"**Scheduled Six-Laning Date**" shall have the meaning set forth in Clause 12.4.1;

"**Scheduled Six-Laning Date**" Deleted

"**Scope of the Project**" shall have the meaning set forth in Clause 2.1;

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *parri passu* charge on the assets, rights, title and interests of the Concessionaire;

"**Site**" shall have the meaning set forth in Clause 10.1;

"**Six-Laning**" or "**Six-Lane**" means the construction and completion of all works included in or constituting a Six-lane Project Highway as specified in Article 2, read with Schedule-B and Schedule-C;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Highway, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Highway submitted by the Concessionaire to, and expressly approved by, the Authority;

"**State**" means the State of Uttar Pradesh and "**State Government**" means the government of that State;

"**State Support Agreement**" shall have the meaning set forth in Clause 47.3;

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force,

and appointed in accordance with Clause 33.2.1;

"**Subordinated Debt**" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

(a) the principal amount of debt provided by lenders or the Concessionaire for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date;

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"**Subsistence Revenue**" means the total amount of Fee revenue that is required by the Concessionaire in an Accounting Year to meet the sum of (a) O&M Expenses, subject to an annual ceiling of 3% (three per cent) of the Total Project Cost, {plus Grant, if any,} during the first Accounting Year after COD, to be revised for each subsequent year to reflect the variations in WPI occurring between COD and commencement of such Accounting Year, and (b) Debt Service in such Accounting Year, but excluding any interest paid by the Authority under clause 34.7.2 or 35.2;

"**Substitution Agreement**" shall have the meaning set forth in Clause 40.3;

"**Suspension**" shall have the meaning set forth in Clause 36.1;

"**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"**Termination**" means the expiry or termination of this Agreement and the Concession hereunder;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority to the Concessionaire upon Termination and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of

the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost;

"**Tests**" means the tests set forth in Schedule-I to determine the completion of Six-Laning in accordance with the provisions of this Agreement;

"**Three-Axle Vehicle**" means any mechanical vehicle having three-axles (inclusive of the axle of the trailor, if any) and with a gross vehicle weight, less than or equal to 25000 (twenty five thousand) kilograms;

"**Toll Plaza**" means the structures and barriers erected near each of the two ends of the Project Highway for the purpose of regulating the entry and exit of vehicles in accordance with the provisions of this Agreement and shall include all land, buildings, equipment, and other facilities required in accordance with or incidental to the provisions of this Agreement; provided that such Toll Plazas shall not ordinarily be located within a distance of 10 (ten) kilometres from the municipal or local area limits of the nearest city or town respectively as applicable on the date of this Agreement and shall be situated at location(s) specified in the Bid or within a distance of 1 (one) kilometre thereof;

"**Tolling Contract**" means the contract, if any, entered into by the Concessionaire with the Tolling Contractor for collection of Fee for and on behalf of the Concessionaire and matters incidental thereto;

"**Tolling Contractor**" means the person, if any, with whom the Concessionaire has entered into a Tolling Contract;

"**Total Project Cost**" means the lowest of:

(a) the capital cost of the Project, as set forth in the Financial Package;

(b) the actual capital cost of the Project upon completion of Six-Laning of the Project Highway; and

(c) a sum of Rs. 1650.20 crore (Rupees One Thousand Six Hundred and Fifty crore and Twenty Lakh only);

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in

WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;

"**Tractor**" means a motor vehicle which is not itself constructed to carry any load other than the equipment used for the purpose of propulsion, but does not include a road roller; and "Tractor with Trailer" means a Tractor with an attached vehicle laden with goods other than agricultural produce or agricultural equipment;

"**Traffic Aid Post**" shall have the meaning set forth in Clause 20.2;

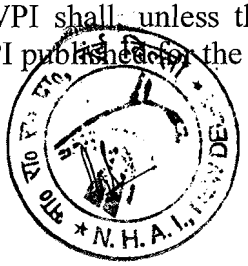
"**Transfer Date**" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

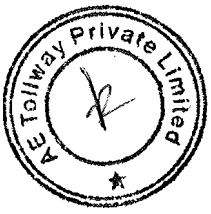
"**Truck**" means any goods carrier with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms but less than 20,000 (twenty thousand) kilograms, and includes a road roller;

"**User**" means a person who travels on the Project Highway or any part thereof in/on any vehicle;

"**Vesting Certificate**" shall have the meaning set forth in Clause 38.3; and

"**WPI**" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.





इसके साक्ष्यस्वरूप दोनों पक्षों ने इस करार को ऊपर लिखी तिथि, माह और वर्ष को निष्पादित किया और सुपुर्द किया।

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
के लिए और की ओर से
हस्ताक्षर करके, मुहर बंद करके सौंप दिया।

द्वारा

हस्ताक्षरः
नामः रणञ्जय सिंह
पदनामः महाप्रबंधक
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण,
प्लॉट नं.5 और 6, सेक्टर -10,
द्वारका, नई दिल्ली-110 075

की उपस्थिति में

1 हस्ताक्षर
नाम
पता

2. हस्ताक्षर
नाम
पता

मैसर्स एई टोलवे प्राइवेट लिमिटेड,
आईआरबी कॉमप्लेक्स, चाँदीवली फार्म, चाँदीवली गाँव,
अंधेरी (पूर्व) मुंबई-400072 के लिए और की ओर से
हस्ताक्षर करके, मुहर बंद करके सौंप दिया।

द्वारा

For AE Tollway Private Limited
Authorised Signatory

हस्ताक्षर :
नामः **वी. के. मेनन**
पदनामः **निदेशक**
मैसर्स एई टोलवे प्राइवेट लिमिटेड,
आईआरबी कॉमप्लेक्स, चाँदीवली फार्म, चाँदीवली गाँव,
अंधेरी (पूर्व) मुंबई-400 072

की उपस्थिति में

1. हस्ताक्षर
नाम
पता

2. हस्ताक्षर
नाम
पता

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND

DELIVERED

For and on behalf of

THE NATIONAL HIGHWAY AUTHORITY OF INDIA by:

01.09.15

(Signature)

(Rananjay Singh)

General Manager (Tech)

SIGNED, SEALED AND

DELIVERED

For and on behalf of

CONCESSIONAIRE by:

For AE Tollway Private Limited

Authorised Signatory

(Signature)

(Name) : **V. K. Menon**

(Designation) : **Director**

In the presence of:

(Signature)

(Name) J.K. Goyal

(Designation) CGM(T) UP, NHAI, HQs.

1.9.15

(Signature)

(Name) SUDHIR HOSEINI

(Designation) JT. M.D, IRB

(Signature) Virendra

(Name) (U. K. Joshi)

(Designation) GM (T) NHAI

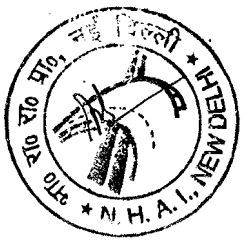
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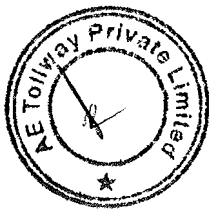
(Name) R.K. Menon

(Designation) C.G.M (Corp Affrs)

भा.रा.रा.प्रा., नई दिल्ली * N.H.A.I., NEW DELHI *

Schedules





SCHEDULE – A

(See Clause 10.1)

SITE OF THE PROJECT

1 The Site

1.1 Site of the Six-Lane Project Highway shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.

1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in clause 10.3.1 of the Agreement.

1.3 Additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts and vehicle rescue posts or for construction of works specified in the change of Scope Order issued under clause 16.2.3 of this Agreement shall be acquired in accordance with the provisions of Clause 10.3.6 of this Agreement. Upon acquisition, such land shall form part of the Site and vest in the Authority.

ANNEXURE – 1
(Schedule –A)

SITE FOR SIX – LANING

1. **Site**

The site of the four lane divided Project Highway comprises the section of National Highway-2 commencing from km 199.660 to km 323.525 i.e. the Agra-Etawah Bypass section in the state of Uttar Pradesh. The land, Carriageway and structures comprising the site are described below.

A **Strip Plan** (in soft copy) showing the broad features of the site is attached and is named **Appendix I.**

2. **Land**

The Site of Project Highway comprises the land are given in **Appendix II.**

3. **Carriageway**

The details of Present carriageway of the Project Highway are given in **Appendix III.**

4. **Service Road**

The details of Service roads are given in **Appendix IV.**

5. **Major Bridge**

The Site includes the Major Bridges as detailed in **Appendix V.**

6. **Rail Over Bridge**

The Site includes the ROB as detailed in **Appendix VI.**

7. **Grade Separators**

The Site includes the Grade Separators as detailed in **Appendix VII.**

8. **Minor Bridge**

The Site includes the Minor Bridges as detailed in **Appendix VIII.**

9. **Under Pass**

The Site includes the Underpass as detailed in **Appendix IX.**

10. **Urban/Semi-Urban/Built-Up Sections**

The details of Urban/Semi-Urban/Built-Up Sections are given in **Appendix X.**

11. **Junctions**

The details of junctions are given in **Appendix XI.**

12. **Toll Plazas**

The Toll Plaza locations are **km 224+950** and **km 285+200.**

Appendix I

Strip Plan

The salient features of the project road are presented in the strip plan which is attached as the digital version (CD) only.

Appendix II

Details of Existing ROW

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1	199.660	200.380	26	26	52
2	200.380	200.400	24	28	52
3	200.400	200.420	25	27	52
4	200.420	200.440	26	26	52
5	200.440	200.480	27	25	52
6	200.480	200.500	30	22	52
7	200.500	200.520	31	22	52
8	200.520	200.540	31	21	52
9	200.540	200.580	29	23	52
10	200.580	200.620	30	22	52
11	200.620	200.640	31	21	52
12	200.640	200.660	30	22	52
13	200.660	200.680	34	18	52
14	200.680	200.700	32	20	52
15	200.700	200.720	32	21	52
16	200.720	200.740	28	25	52
17	200.740	200.760	26	26	52
18	200.760	200.780	24	28	52
19	200.780	200.800	23	29	52
20	200.800	200.820	20	32	52
21	200.820	200.840	22	30	52
22	200.840	200.900	21	31	52
23	200.900	200.920	24	29	52
24	200.920	200.940	23	29	52
25	200.940	200.960	24	28	52
26	200.960	200.980	26	26	52
27	200.980	201.000	28	25	52
28	201.000	201.020	28	24	52
29	201.020	201.060	29	23	52
30	201.060	201.080	28	24	52
31	201.080	201.100	27	25	52
32	201.100	201.120	26	26	52
33	201.120	201.140	25	27	52
34	201.140	201.160	24	28	52
35	201.160	201.280	23	29	52
36	201.280	201.300	24	28	52
37	201.300	201.320	25	28	52
38	201.320	201.360	25	27	52
39	201.360	201.520	26	26	52
40	201.520	201.760	25	27	52
41	201.760	201.940	26	26	52
42	201.940	202.200	27	25	52
43	202.200	202.220	27	26	52
44	202.220	202.360	26	26	52

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
45	202.360	202.380	27	26	52
46	202.380	202.760	26	26	52
47	202.760	202.960	27	25	52
48	202.960	202.980	26	26	52
49	202.980	203.060	27	25	52
50	203.060	203.140	26	26	52
51	203.140	203.160	27	25	52
52	203.160	203.240	26	26	52
53	203.240	203.460	25	27	52
54	203.460	203.480	26	27	52
55	203.480	203.680	26	26	52
56	203.680	203.700	24	26	50
57	203.700	203.720	23	35	58
58	203.720	203.740	24	35	59
59	203.740	203.780	23	35	58
60	203.780	203.800	16	35	51
61	203.800	203.840	15	38	53
62	203.840	203.860	14	39	53
63	203.860	203.880	16	38	54
64	203.880	203.900	19	34	54
65	203.900	203.920	22	32	54
66	203.920	203.940	25	29	54
67	203.940	203.960	27	26	54
68	203.960	203.980	30	24	54
69	203.980	204.000	33	24	58
70	204.000	204.020	35	23	58
71	204.020	204.040	36	22	58
72	204.040	204.100	36	21	58
73	204.100	204.120	35	23	58
74	204.120	204.140	34	23	58
75	204.140	204.160	33	25	58
76	204.160	204.180	31	26	58
77	204.180	204.200	29	28	58
78	204.200	204.220	27	31	58
79	204.220	204.260	26	32	58
80	204.260	204.280	27	31	58
81	204.280	204.300	28	29	58
82	204.300	204.320	29	28	58
83	204.320	204.340	30	27	58
84	204.340	204.360	31	26	58
85	204.360	204.520	32	25	58
86	204.520	204.560	33	24	58
87	204.560	204.580	35	22	58
88	204.580	204.600	37	21	58
89	204.600	204.680	38	20	58
90	204.680	205.660	19	19	38
91	205.660	205.680	17	21	39
92	205.680	205.700	20	27	48

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
93	205.700	205.720	19	29	48
94	205.720	205.760	18	29	48
95	205.760	205.780	19	29	48
96	205.780	205.800	14	35	49
97	205.800	205.820	15	34	49
98	205.820	205.840	16	33	49
99	205.840	205.860	16	32	49
100	205.860	205.880	17	32	49
101	205.880	205.900	18	32	50
102	205.900	205.920	18	31	50
103	205.920	205.940	19	31	50
104	205.940	205.960	19	30	50
105	205.960	206.000	20	30	50
106	206.000	206.020	19	31	50
107	206.020	206.040	17	32	50
108	206.040	206.060	16	33	50
109	206.060	206.080	16	34	50
110	206.080	206.100	14	35	50
111	206.100	206.120	13	36	50
112	206.120	206.140	12	37	50
113	206.140	206.180	12	38	50
114	206.180	206.220	11	38	50
115	206.220	206.260	11	39	50
116	206.260	206.280	12	37	50
117	206.280	206.300	14	35	49
118	206.300	206.320	15	33	49
119	206.320	206.340	17	31	49
120	206.340	206.360	19	29	49
121	206.360	206.380	21	27	49
122	206.380	206.400	23	25	49
123	206.400	206.420	24	24	49
124	206.420	206.480	25	23	49
125	206.480	206.500	25	24	49
126	206.500	206.520	24	24	49
127	206.520	206.540	23	25	49
128	206.540	206.560	22	26	49
129	206.560	206.580	22	27	49
130	206.580	206.600	21	27	49
131	206.600	206.620	22	27	49
132	206.620	206.640	22	26	49
133	206.640	206.660	23	25	49
134	206.660	206.680	24	24	49
135	206.680	206.700	28	26	55
136	206.700	206.720	29	26	55
137	206.720	206.780	29	25	55
138	206.780	206.820	29	22	51
139	206.820	206.840	28	23	51
140	206.840	206.860	27	23	51

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
141	206.860	206.880	27	24	51
142	206.880	206.900	26	25	51
143	206.900	206.920	25	25	51
144	206.920	206.940	25	26	51
145	206.940	206.960	24	26	51
146	206.960	206.980	24	27	51
147	206.980	207.020	23	27	51
148	207.020	207.040	23	28	51
149	207.040	207.120	22	28	51
150	207.120	207.180	22	29	51
151	207.180	207.260	19	33	52
152	207.260	207.280	19	32	52
153	207.280	207.300	19	33	52
154	207.300	207.320	19	32	52
155	207.320	207.420	20	32	52
156	207.420	207.440	20	31	52
157	207.440	207.520	20	32	52
158	207.520	207.540	20	31	52
159	207.540	207.580	20	32	52
160	207.580	207.600	20	31	52
161	207.600	207.620	21	31	52
162	207.620	207.720	20	31	52
163	207.720	207.760	21	31	52
164	207.760	207.780	21	30	52
165	207.780	207.800	22	30	52
166	207.800	207.820	22	29	52
167	207.820	207.840	23	29	52
168	207.840	207.860	24	28	52
169	207.860	207.880	25	27	52
170	207.880	207.900	25	26	52
171	207.900	207.920	26	26	52
172	207.920	207.940	26	25	52
173	207.940	207.960	27	25	52
174	207.960	207.980	27	24	52
175	207.980	208.020	27	28	56
176	208.020	208.060	27	29	56
177	208.060	208.080	26	29	56
178	208.080	208.100	22	27	49
179	208.100	208.120	21	28	49
180	208.120	208.140	23	26	49
181	208.140	208.160	19	29	49
182	208.160	208.180	19	30	49
183	208.180	208.200	18	31	49
184	208.200	208.220	17	31	49
185	208.220	208.260	17	32	49
186	208.260	208.380	16	32	49
187	208.380	208.400	17	32	49
188	208.400	208.540	16	32	49

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
189	208.540	208.580	17	32	49
190	208.580	208.620	17	31	49
191	208.620	208.680	18	31	49
192	208.680	208.740	21	34	56
193	208.740	208.760	21	35	56
194	208.760	208.800	20	35	56
195	208.800	208.820	20	36	56
196	208.820	208.960	19	36	56
197	208.960	209.100	20	36	56
198	209.100	209.120	19	36	56
199	209.120	209.200	19	37	56
200	209.200	209.220	18	37	56
201	209.220	209.320	18	38	56
202	209.320	209.360	18	37	56
203	209.360	209.400	19	37	56
204	209.400	209.500	19	36	56
205	209.500	209.560	19	37	56
206	209.560	209.620	18	37	56
207	209.620	209.680	19	37	56
208	209.680	209.740	17	32	49
209	209.740	209.760	16	33	49
210	209.760	209.800	17	33	49
211	209.800	209.880	16	33	49
212	209.880	210.080	21	24	45
213	210.080	210.100	23	27	50
214	210.100	210.120	22	27	50
215	210.120	210.140	21	28	50
216	210.140	210.160	21	29	50
217	210.160	210.180	20	30	50
218	210.180	210.200	18	31	50
219	210.200	210.240	17	32	50
220	210.240	210.260	16	33	50
221	210.260	210.280	17	32	50
222	210.280	210.300	15	30	45
223	210.300	210.320	16	29	45
224	210.320	210.340	17	28	45
225	210.340	210.360	18	27	45
226	210.360	210.380	19	26	45
227	210.380	210.400	18	38	56
228	210.400	210.600	19	37	56
229	210.600	210.620	20	36	56
230	210.620	210.640	21	35	56
231	210.640	210.660	22	34	56
232	210.660	210.680	23	33	56
233	210.680	210.700	24	30	54
234	210.700	210.720	26	28	54
235	210.720	210.740	27	27	54
236	210.740	210.780	28	26	54

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
237	210.780	210.800	28	19	47
238	210.800	210.820	28	18	47
239	210.820	210.860	28	19	47
240	210.860	210.880	26	20	47
241	210.880	210.900	27	20	47
242	210.900	210.920	26	21	47
243	210.920	210.940	25	22	47
244	210.940	210.960	24	22	47
245	210.960	210.980	24	23	47
246	210.980	211.020	23	23	47
247	211.020	211.060	23	24	47
248	211.060	211.080	23	23	47
249	211.080	211.160	23	24	47
250	211.160	211.280	23	23	47
251	211.280	211.380	24	23	47
252	211.380	211.400	27	17	44
253	211.400	211.460	26	17	44
254	211.460	211.500	26	18	44
255	211.500	211.520	27	17	44
256	211.520	211.560	27	18	45
257	211.560	211.580	25	19	44
258	211.580	211.600	24	19	44
259	211.600	211.620	24	20	44
260	211.620	211.640	23	20	44
261	211.640	211.660	23	21	44
262	211.660	211.680	22	21	44
263	211.680	211.720	22	22	44
264	211.720	211.740	21	22	44
265	211.740	211.920	21	23	44
266	211.920	211.940	20	23	44
267	211.940	211.980	21	23	44
268	211.980	212.080	17	34	52
269	212.080	212.100	18	33	52
270	212.100	212.120	19	32	52
271	212.120	212.140	20	31	52
272	212.140	212.160	21	30	52
273	212.160	212.180	23	29	52
274	212.180	212.200	23	28	52
275	212.200	212.260	24	28	52
276	212.260	212.340	24	27	52
277	212.340	212.420	25	27	52
278	212.420	212.480	25	26	52
279	212.480	212.520	26	26	52
280	212.520	212.540	27	25	52
281	212.540	212.560	26	26	52
282	212.560	212.600	25	26	52
283	212.600	212.620	25	27	52
284	212.620	212.640	25	26	52

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
285	212.640	212.660	25	27	52
286	212.660	212.680	23	28	52
287	212.680	212.720	24	28	52
288	212.720	212.760	23	28	52
289	212.760	212.800	23	29	52
290	212.800	212.860	22	29	52
291	212.860	212.880	23	29	52
292	212.880	212.920	23	28	52
293	212.920	212.980	24	28	52
294	212.980	213.000	23	28	52
295	213.000	213.120	23	29	52
296	213.120	213.160	23	28	52
297	213.160	213.240	24	28	52
298	213.240	213.420	23	28	52
299	213.420	213.440	24	28	52
300	213.440	213.560	23	28	52
301	213.560	213.580	23	29	52
302	213.580	213.600	23	28	52
303	213.600	213.620	23	29	52
304	213.620	213.660	23	28	52
305	213.660	213.680	24	28	52
306	213.680	213.700	25	26	52
307	213.700	213.780	25	27	52
308	213.780	213.900	24	27	52
309	213.900	213.920	24	28	52
310	213.920	213.960	24	27	52
311	213.960	213.980	24	28	52
312	213.980	214.080	24	27	52
313	214.080	214.320	25	27	52
314	214.320	214.360	25	26	52
315	214.360	214.380	25	27	52
316	214.380	214.400	26	30	57
317	214.400	214.460	26	31	57
318	214.460	214.480	26	30	57
319	214.480	214.580	26	31	57
320	214.580	214.600	22	28	50
321	214.600	214.660	22	27	50
322	214.660	214.680	22	28	50
323	214.680	215.120	26	27	53
324	215.120	215.140	27	26	53
325	215.140	215.180	26	27	53
326	215.180	215.200	27	27	53
327	215.200	215.280	26	27	53
328	215.280	215.380	29	29	58
329	215.300	215.300	29	29	58
330	215.380	215.400	28	30	58
331	215.400	215.420	29	29	58
332	215.420	215.440	28	30	58

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
333	215.440	215.460	29	30	58
334	215.460	215.500	28	30	58
335	215.500	215.540	27	31	58
336	215.540	215.560	25	33	58
337	215.560	215.580	24	34	58
338	215.580	215.600	23	35	58
339	215.600	215.680	22	36	58
340	215.680	215.720	18	30	48
341	215.720	215.760	19	29	48
342	215.760	215.820	18	30	48
343	215.820	215.860	17	31	48
344	215.860	215.880	18	30	48
345	215.880	216.060	17	31	48
346	216.060	216.080	18	30	48
347	216.080	216.140	18	17	35
348	216.140	216.220	19	16	35
349	216.220	216.240	18	17	35
350	216.240	216.260	17	18	35
351	216.260	216.280	17	19	35
352	216.280	216.340	16	19	35
353	216.340	216.400	17	18	35
354	216.400	216.420	18	17	35
355	216.420	216.480	17	18	35
356	216.480	216.540	16	19	35
357	216.540	216.680	15	20	35
358	216.680	216.720	16	22	38
359	216.720	216.740	15	22	38
360	216.740	216.780	15	23	38
361	216.780	216.800	17	21	38
362	216.800	216.820	17	20	38
363	216.820	216.840	18	20	38
364	216.840	216.920	17	20	38
365	216.920	216.960	18	20	38
366	216.960	217.000	18	19	38
367	217.000	217.020	18	20	38
368	217.020	217.040	18	19	38
369	217.040	217.080	18	20	38
370	217.080	217.160	18	19	38
371	217.160	217.280	18	20	38
372	217.280	217.320	17	20	38
373	217.320	217.340	18	19	38
374	217.340	217.380	19	19	38
375	217.380	217.420	19	18	38
376	217.420	217.440	19	19	38
377	217.440	217.460	18	19	38
378	217.460	217.480	17	20	38
379	217.480	217.540	17	21	38
380	217.540	217.560	17	20	38

Sl. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
381	217.560	217.600	18	20	38
382	217.600	217.680	18	19	38
383	217.680	217.720	25	25	50
384	217.720	217.780	26	24	50
385	217.780	217.800	25	25	50
386	217.800	217.840	26	24	50
387	217.840	217.860	24	26	50
388	217.860	217.920	25	25	50
389	217.920	218.000	24	26	50
390	218.000	218.080	23	27	50
391	218.080	218.120	24	26	50
392	218.120	218.160	25	25	50
393	218.160	218.200	26	24	50
394	218.200	218.220	27	23	50
395	218.220	218.260	28	22	50
396	218.260	218.280	29	21	50
397	218.280	218.300	34	26	60
398	218.300	218.320	35	25	60
399	218.320	218.380	34	26	60
400	218.380	218.400	37	23	60
401	218.400	218.440	35	25	60
402	218.440	218.480	34	26	60
403	218.480	218.500	35	25	60
404	218.500	218.520	34	26	60
405	218.520	218.680	35	25	60
406	218.680	218.900	30	20	50
407	218.900	218.938	29	21	50
408	218.938	218.940	30	30	60
409	218.940	218.990	34	26	60
410	218.990	219.010	34	27	60
411	219.010	219.060	28	22	50
412	219.060	219.080	27	23	50
413	219.080	219.110	26	24	50
414	219.110	219.160	25	25	50
415	219.160	219.170	24	26	50
416	219.170	219.180	25	26	50
417	219.180	219.200	24	26	50
418	219.200	219.210	25	26	50
419	219.210	219.410	25	25	50
420	219.410	219.420	18	19	38
421	219.420	219.430	19	19	38
422	219.430	219.680	18	19	38
423	219.680	219.700	19	19	38
424	219.700	219.730	19	18	38
425	219.730	219.740	20	18	38
426	219.740	219.750	20	17	38
427	219.750	219.760	21	17	38
428	219.760	219.770	21	16	38

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
429	219.770	219.790	22	16	38
430	219.790	219.800	23	15	37
431	219.800	219.810	24	14	38
432	219.810	219.820	24	13	38
433	219.820	219.860	25	12	38
434	219.860	219.880	25	13	38
435	219.880	219.900	24	13	38
436	219.900	219.910	25	13	38
437	219.910	219.940	25	27	52
438	219.940	219.980	24	28	52
439	219.980	219.990	26	26	52
440	219.990	220.000	26	25	52
441	220.000	220.020	26	25	52
442	220.020	220.040	27	25	52
443	220.040	220.060	26	25	52
444	220.060	220.070	27	25	52
445	220.070	220.110	26	25	52
446	220.110	220.120	26	26	53
447	220.120	220.130	27	26	53
448	220.130	220.170	26	26	53
449	220.170	220.210	26	27	53
450	220.210	220.240	25	27	53
451	220.240	220.260	25	28	53
452	220.260	220.270	24	28	53
453	220.270	220.280	24	29	53
454	220.280	220.300	23	30	53
455	220.300	220.310	23	29	53
456	220.310	220.320	22	31	53
457	220.320	220.330	21	32	53
458	220.330	220.340	20	32	53
459	220.340	220.350	19	33	53
460	220.350	220.360	18	34	53
461	220.360	220.370	17	35	53
462	220.370	220.380	16	36	53
463	220.380	220.390	16	37	53
464	220.390	220.400	15	38	53
465	220.400	220.410	14	39	53
466	220.410	220.420	22	28	51
467	220.420	220.460	22	29	51
468	220.460	220.470	22	28	51
469	220.470	220.480	23	28	51
470	220.480	220.500	23	27	51
471	220.500	220.520	24	27	51
472	220.520	220.540	24	26	51
473	220.540	220.550	25	26	51
474	220.550	220.580	24	26	51
475	220.580	220.590	23	27	51
476	220.590	220.630	24	27	51

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
477	220.630	220.660	24	26	51
478	220.660	220.680	24	27	51
479	220.680	220.720	23	27	51
480	220.720	220.730	24	27	51
481	220.730	220.740	24	26	51
482	220.740	220.760	25	26	51
483	220.760	220.770	25	25	51
484	220.770	220.790	26	25	51
485	220.790	220.800	26	24	51
486	220.800	220.820	27	24	51
487	220.820	220.830	27	23	51
488	220.830	220.910	28	23	51
489	220.910	220.930	25	24	49
490	220.930	220.970	25	23	49
491	220.970	220.980	24	24	49
492	220.980	221.000	25	24	49
493	221.000	221.010	24	24	49
494	221.010	221.030	24	25	49
495	221.030	221.050	23	25	49
496	221.050	221.060	23	26	49
497	221.060	221.070	22	26	49
498	221.070	221.090	22	27	49
499	221.090	221.160	21	27	49
500	221.160	221.170	22	27	49
501	221.170	221.190	22	26	49
502	221.190	221.200	23	26	49
503	221.200	221.210	24	25	49
504	221.210	221.220	24	24	49
505	221.220	221.240	25	23	49
506	221.240	221.260	26	23	49
507	221.260	221.270	25	23	49
508	221.270	221.280	25	24	49
509	221.280	221.300	24	24	49
510	221.300	221.320	24	25	49
511	221.320	221.350	23	25	49
512	221.350	221.400	23	26	49
513	221.400	221.410	22	27	49
514	221.410	221.470	21	27	49
515	221.470	221.490	21	28	49
516	221.490	221.560	20	28	49
517	221.560	221.570	21	28	49
518	221.570	221.580	21	27	49
519	221.580	221.630	22	27	49
520	221.630	221.650	22	26	49
521	221.650	221.660	22	27	49
522	221.660	221.670	22	26	49
523	221.670	221.690	22	27	49
524	221.690	221.700	21	27	49

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
525	221.700	221.740	22	27	49
526	221.740	221.770	22	26	49
527	221.770	221.790	23	26	49
528	221.790	221.820	22	26	49
529	221.820	221.840	22	27	49
530	221.840	221.860	21	27	48
531	221.860	221.880	22	27	49
532	221.880	221.900	22	26	48
533	221.900	221.910	22	22	44
534	221.910	221.940	17	21	38
535	221.940	221.980	18	21	38
536	221.980	221.990	18	20	38
537	221.990	222.000	18	21	39
538	222.000	222.010	18	25	43
539	222.010	222.020	23	26	48
540	222.020	222.060	22	26	48
541	222.060	222.110	22	27	48
542	222.110	222.120	22	25	47
543	222.120	222.130	20	25	45
544	222.130	222.280	21	25	46
545	222.280	222.430	21	24	46
546	222.430	222.490	22	24	46
547	222.490	222.610	22	23	46
548	222.610	222.630	31	19	51
549	222.630	222.740	31	20	51
550	222.740	222.770	31	19	51
551	222.770	222.830	32	19	51
552	222.830	222.860	32	18	51
553	222.860	222.900	33	18	51
554	222.900	222.950	32	18	51
555	222.950	222.980	32	19	51
556	222.980	222.990	31	19	51
557	222.990	223.010	31	20	51
558	223.010	223.020	30	20	51
559	223.020	223.030	30	21	51
560	223.030	223.050	29	21	51
561	223.050	223.060	29	22	51
562	223.060	223.100	28	23	51
563	223.100	223.130	27	23	51
564	223.130	223.140	27	24	51
565	223.140	223.180	26	24	51
566	223.180	223.220	26	25	51
567	223.220	223.250	25	25	51
568	223.250	223.300	25	26	51
569	223.300	223.310	25	25	51
570	223.310	223.380	25	26	51
571	223.380	223.470	25	25	51
572	223.470	223.500	26	25	51

Sl. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
573	223.500	223.510	25	25	51
574	223.510	223.600	24	25	50
575	223.600	223.650	25	25	50
576	223.650	223.660	24	25	50
577	223.660	223.680	25	25	50
578	223.680	223.690	24	25	50
579	223.690	223.700	25	25	50
580	223.700	223.710	24	25	50
581	223.710	223.750	25	25	50
582	223.750	223.760	25	24	50
583	223.760	223.770	25	25	50
584	223.770	223.790	25	24	50
585	223.790	223.820	25	25	50
586	223.820	223.840	25	24	50
587	223.840	223.930	25	25	50
588	223.930	223.940	24	25	50
589	223.940	223.990	25	25	50
590	223.990	224.000	24	25	50
591	224.000	224.030	25	25	50
592	224.030	224.040	24	25	50
593	224.040	224.050	25	25	49
594	224.050	224.060	24	25	50
595	224.060	224.070	25	25	50
596	224.070	224.090	24	25	50
597	224.090	224.110	25	25	50
598	224.110	224.120	24	25	50
599	224.120	224.130	23	25	48
600	224.130	224.160	24	25	50
601	224.160	224.170	25	25	50
602	224.170	224.180	24	25	49
603	224.180	224.230	25	25	49
604	224.230	224.320	25	24	49
605	224.320	224.340	25	25	50
606	224.340	224.350	25	24	50
607	224.350	224.360	26	23	50
608	224.360	224.390	25	25	50
609	224.390	224.420	25	24	50
610	224.420	224.530	25	25	50
611	224.530	224.610	24	25	49
612	224.610	224.620	25	25	50
613	224.620	224.650	24	25	50
614	224.650	224.660	24	26	50
615	224.660	224.730	24	25	50
616	224.730	224.760	24	26	50
617	224.760	224.770	24	25	50
618	224.770	224.780	23	26	50
619	224.780	224.790	24	25	50
620	224.790	224.910	25	25	50

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
621	224.910	225.010	24	25	50
622	225.010	225.020	25	25	50
623	225.020	225.040	24	25	50
624	225.040	225.120	25	25	50
625	225.120	225.130	24	25	50
626	225.130	225.170	25	25	50
627	225.170	225.180	24	25	50
628	225.180	225.230	25	25	50
629	225.230	225.240	24	25	49
630	225.240	225.360	25	25	50
631	225.360	225.380	24	25	50
632	225.380	225.500	25	25	50
633	225.500	225.520	24	25	50
634	225.520	225.580	25	25	50
635	225.580	225.590	24	25	50
636	225.590	225.610	25	25	50
637	225.610	225.620	24	25	50
638	225.620	225.690	25	25	50
639	225.690	225.740	25	24	50
640	225.740	225.830	25	25	50
641	225.830	225.840	24	25	50
642	225.840	225.970	25	25	50
643	225.970	226.060	24	25	50
644	226.060	226.070	25	25	50
645	226.070	226.080	24	25	50
646	226.080	226.130	25	25	50
647	226.130	226.150	24	25	50
648	226.150	226.260	25	25	50
649	226.260	226.350	25	24	49
650	226.350	226.400	25	25	50
651	226.400	226.410	25	24	50
652	226.410	226.540	25	25	50
653	226.540	226.550	25	24	50
654	226.550	226.570	25	25	50
655	226.570	226.580	24	26	50
656	226.580	226.710	25	25	50
657	226.710	226.750	25	24	50
658	226.750	226.770	26	24	50
659	226.770	226.790	26	23	50
660	226.790	226.810	27	23	50
661	226.810	226.820	27	22	50
662	226.820	226.830	28	22	50
663	226.830	226.850	28	21	50
664	226.850	226.870	29	21	50
665	226.870	226.900	29	20	50
666	226.900	226.910	30	20	50
667	226.910	226.930	26	29	55
668	226.930	226.950	26	28	55

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
669	226.950	227.270	27	28	55
670	227.270	227.310	27	27	55
671	227.310	227.320	28	27	55
672	227.320	227.380	28	26	55
673	227.380	227.420	28	27	55
674	227.420	227.430	27	27	55
675	227.430	227.500	28	27	55
676	227.500	227.520	28	26	55
677	227.520	227.540	29	26	55
678	227.540	227.560	29	25	55
679	227.560	227.580	30	25	55
680	227.580	227.590	30	24	55
681	227.590	227.610	31	24	55
682	227.610	227.640	31	23	55
683	227.640	227.660	32	23	55
684	227.660	227.670	31	23	55
685	227.670	227.690	33	22	55
686	227.690	227.710	33	21	55
687	227.710	227.720	37	32	70
688	227.720	227.810	38	32	70
689	227.810	227.820	37	33	70
690	227.820	227.890	38	32	70
691	227.890	227.900	40	30	70
692	227.900	227.920	38	32	70
693	227.920	227.930	37	32	70
694	227.930	227.940	38	32	70
695	227.940	227.950	37	33	70
696	227.950	227.960	38	32	70
697	227.960	227.970	37	32	70
698	227.970	228.010	37	33	70
699	228.010	228.020	33	30	63
700	228.020	228.040	32	30	63
701	228.040	228.060	32	31	63
702	228.060	228.070	31	31	63
703	228.070	228.090	30	32	63
704	228.090	228.100	30	33	63
705	228.100	228.110	29	33	63
706	228.110	228.120	29	34	63
707	228.120	228.140	28	34	63
708	228.140	228.170	28	35	63
709	228.170	228.210	27	35	63
710	228.210	228.230	25	33	57
711	228.230	228.270	24	33	57
712	228.270	228.280	25	32	57
713	228.280	228.300	24	34	57
714	228.300	228.310	24	33	57
715	228.310	228.410	25	32	57
716	228.410	228.510	23	26	49

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
717	228.510	228.530	29	32	62
718	228.530	228.560	29	33	62
719	228.560	228.590	29	32	62
720	228.590	228.600	29	33	62
721	228.600	228.830	29	32	62
722	228.830	228.870	30	32	62
723	228.870	228.880	29	32	62
724	228.880	228.910	30	32	62
725	228.910	228.930	30	31	62
726	228.930	228.990	31	31	62
727	228.990	229.010	31	30	62
728	229.010	229.030	29	28	57
729	229.030	229.080	30	27	57
730	229.080	229.110	31	26	57
731	229.110	229.120	32	26	57
732	229.120	229.140	31	26	57
733	229.140	229.200	32	25	57
734	229.200	229.210	33	25	57
735	229.210	229.220	26	26	52
736	229.220	229.230	26	27	52
737	229.230	229.250	25	27	52
738	229.250	229.360	26	27	52
739	229.360	229.370	26	26	52
740	229.370	229.380	26	27	52
741	229.380	229.420	26	26	52
742	229.420	229.430	25	27	52
743	229.430	229.460	26	26	52
744	229.460	229.470	26	27	52
745	229.470	229.480	25	27	52
746	229.480	229.490	26	27	52
747	229.490	229.510	26	26	52
748	229.510	229.520	26	27	52
749	229.520	229.530	25	27	52
750	229.530	229.540	26	27	52
751	229.540	229.560	25	27	52
752	229.560	229.580	26	27	52
753	229.580	229.650	25	27	52
754	229.650	229.660	25	28	52
755	229.660	229.710	24	28	52
756	229.710	229.740	24	29	52
757	229.740	229.780	23	29	52
758	229.780	229.820	22	30	52
759	229.820	229.860	21	31	52
760	229.860	229.890	20	32	52
761	229.890	229.900	20	33	52
762	229.900	229.920	19	33	52
763	229.920	229.960	18	34	52
764	229.960	229.980	18	35	52

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
765	229.980	230.000	17	35	52
766	230.000	230.010	17	36	52
767	230.010	230.020	20	32	52
768	230.020	230.040	27	32	59
769	230.040	230.100	26	33	59
770	230.100	230.110	26	34	59
771	230.110	230.160	26	33	59
772	230.160	230.210	25	34	59
773	230.210	230.500	26	22	48
774	230.500	230.510	26	23	48
775	230.510	230.530	26	22	48
776	230.530	230.540	26	23	48
777	230.540	230.670	25	23	48
778	230.670	230.680	25	24	48
779	230.680	230.690	23	25	48
780	230.690	230.700	24	24	48
781	230.700	230.710	25	24	48
782	230.710	230.740	25	23	48
783	230.740	230.770	25	24	48
784	230.770	230.800	25	23	48
785	230.800	230.810	25	24	48
786	230.810	230.870	25	23	48
787	230.870	230.890	24	24	48
788	230.890	230.900	23	25	48
789	230.900	230.910	23	25	48
790	230.910	230.920	22	26	48
791	230.920	230.930	21	27	48
792	230.930	230.940	20	28	48
793	230.940	230.950	18	30	48
794	230.950	230.960	16	32	48
795	230.960	230.970	13	35	48
796	230.970	230.980	48	37	84
797	230.980	230.990	47	39	86
798	230.990	231.000	46	41	88
799	231.000	231.010	46	44	89
800	231.010	231.020	45	46	91
801	231.020	231.030	44	48	92
802	231.030	231.040	44	51	95
803	231.040	231.050	43	53	96
804	231.050	231.060	42	56	98
805	231.060	231.070	42	59	101
806	231.070	231.080	47	62	109
807	231.080	231.090	52	66	117
808	231.090	231.100	70	56	126
809	231.100	231.110	61	74	135
810	231.110	231.120	66	78	144
811	231.120	231.140	39	17	56
812	231.140	231.170	39	16	55

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
813	231.170	231.180	39	17	56
814	231.180	231.190	39	19	58
815	231.190	231.200	39	21	60
816	231.200	231.210	38	22	60
817	231.210	231.220	37	24	61
818	231.220	231.230	36	25	61
819	231.230	231.240	35	26	61
820	231.240	231.250	34	27	61
821	231.250	231.260	33	29	61
822	231.260	231.270	32	30	61
823	231.270	231.280	31	31	62
824	231.280	231.290	30	32	62
825	231.290	231.300	29	33	62
826	231.300	231.310	29	34	62
827	231.310	231.320	28	34	62
828	231.320	231.330	27	35	62
829	231.330	231.340	27	36	63
830	231.340	231.350	26	36	63
831	231.350	231.370	26	37	63
832	231.370	231.380	25	36	61
833	231.380	231.400	24	36	60
834	231.400	231.420	23	34	57
835	231.420	231.430	22	33	55
836	231.430	231.440	22	32	54
837	231.440	231.450	21	31	52
838	231.450	231.460	21	30	51
839	231.460	231.470	21	29	50
840	231.470	231.480	21	28	49
841	231.480	231.490	20	27	48
842	231.490	231.500	20	28	49
843	231.500	231.510	20	29	50
844	231.510	231.520	20	30	51
845	231.520	231.530	21	31	52
846	231.530	231.540	21	32	53
847	231.540	231.550	21	33	54
848	231.550	231.560	21	34	55
849	231.560	231.580	22	35	56
850	231.580	231.590	22	36	58
851	231.590	231.610	22	37	59
852	231.610	231.640	22	38	60
853	231.640	231.650	22	39	61
854	231.650	231.660	22	38	60
855	231.660	231.670	22	39	61
856	231.670	231.690	21	40	61
857	231.690	231.700	20	39	60
858	231.700	231.740	20	40	60
859	231.740	231.750	20	39	60
860	231.750	231.780	21	39	60

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
861	231.780	231.800	21	38	59
862	231.800	231.810	22	13	35
863	231.810	231.870	13	13	27
864	231.870	231.880	23	14	37
865	231.880	231.910	24	14	38
866	231.910	231.950	25	14	39
867	231.950	232.040	26	14	40
868	232.040	232.050	25	14	39
869	232.050	232.060	25	13	38
870	232.060	232.070	24	16	40
871	232.070	232.080	23	20	43
872	232.080	232.090	23	23	46
873	232.090	232.100	23	27	49
874	232.100	232.110	22	31	52
875	232.110	234.910	30	30	60
876	234.910	234.970	35	35	70
877	234.970	234.980	19	50	70
878	234.980	234.990	22	48	70
879	234.990	235.000	24	45	70
880	235.000	235.010	26	43	70
881	235.010	235.020	12	25	38
882	235.020	235.030	14	24	38
883	235.030	235.040	15	22	38
884	235.040	235.050	16	21	38
885	235.050	235.060	17	21	38
886	235.060	235.070	18	20	38
887	235.070	235.080	18	19	38
888	235.080	235.160	19	19	38
889	235.160	235.180	18	19	38
890	235.180	235.330	18	20	38
891	235.330	235.350	17	20	38
892	235.350	235.360	18	20	38
893	235.360	235.450	17	20	38
894	235.450	235.460	17	21	38
895	235.460	235.580	17	20	38
896	235.580	235.610	17	21	38
897	235.610	235.630	17	20	38
898	235.630	235.640	17	21	38
899	235.640	235.650	17	20	38
900	235.650	235.670	17	21	38
901	235.670	235.690	17	20	38
902	235.690	235.820	17	21	38
903	235.820	235.830	17	20	38
904	235.830	235.840	18	19	38
905	235.840	235.880	19	18	38
906	235.880	235.890	20	18	38
907	235.890	235.990	20	17	38
908	235.990	236.020	20	18	38

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
909	236.020	236.030	19	18	38
910	236.030	236.050	19	19	38
911	236.050	236.060	18	19	38
912	236.060	236.100	18	20	38
913	236.100	236.110	17	20	38
914	236.110	236.150	17	21	38
915	236.150	236.170	16	21	38
916	236.170	236.250	16	22	38
917	236.250	236.280	17	21	38
918	236.280	236.290	17	20	38
919	236.290	236.310	18	20	38
920	236.310	236.340	18	19	38
921	236.340	236.360	19	19	38
922	236.360	236.430	18	19	38
923	236.430	236.450	18	20	38
924	236.450	236.470	18	19	38
925	236.470	236.580	18	20	38
926	236.580	236.620	18	19	38
927	236.620	236.690	19	19	38
928	236.690	236.740	18	19	38
929	236.740	236.770	18	20	38
930	236.770	236.780	17	21	38
931	236.780	236.830	17	20	38
932	236.830	236.860	18	20	38
933	236.860	236.910	18	19	38
934	236.910	236.940	19	19	38
935	236.940	236.950	19	18	38
936	236.950	237.000	19	19	38
937	237.000	237.010	18	19	38
938	237.010	237.150	17	18	35
939	237.150	237.160	18	18	35
940	237.160	237.460	18	17	35
941	237.460	237.470	19	17	35
942	237.470	237.480	18	17	35
943	237.480	237.580	19	16	35
944	237.580	237.590	20	15	35
945	237.590	237.630	19	16	35
946	237.630	237.680	20	15	35
947	237.680	237.690	21	14	35
948	237.690	237.760	20	15	35
949	237.760	237.820	19	16	35
950	237.820	237.830	19	17	35
951	237.830	237.910	18	17	35
952	237.910	237.940	15	15	31
953	237.940	237.960	15	16	31
954	237.960	237.990	14	16	31
955	237.990	238.000	15	16	31
956	238.000	238.020	14	16	31

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
957	238.020	238.120	15	16	31
958	238.120	238.160	15	15	31
959	238.160	238.190	16	15	31
960	238.190	238.260	15	15	31
961	238.260	238.270	16	15	31
962	238.270	238.300	15	15	31
963	238.300	238.360	16	15	31
964	238.360	238.370	15	15	31
965	238.370	238.380	16	15	31
966	238.380	238.410	15	15	31
967	238.410	238.430	15	16	31
968	238.430	238.450	15	15	31
969	238.450	238.520	16	15	31
970	238.520	238.530	15	15	31
971	238.530	238.540	15	16	31
972	238.540	238.550	14	16	31
973	238.550	238.560	14	17	31
974	238.560	238.570	12	18	31
975	238.570	238.580	12	19	31
976	238.580	238.590	10	21	31
977	238.590	238.600	9	22	31
978	238.600	238.610	7	23	31
979	238.610	238.620	5	26	31
980	238.620	238.630	4	27	31
981	238.630	238.640	2	28	31
982	238.640	238.650	2	29	31
983	238.650	238.660	2	28	31
984	238.660	238.670	3	27	31
985	238.670	238.680	4	26	31
986	238.680	238.690	7	24	31
987	238.690	238.700	7	23	31
988	238.700	238.710	9	22	31
989	238.710	238.720	10	20	31
990	238.720	238.730	12	19	31
991	238.730	238.740	12	18	31
992	238.740	238.750	13	17	31
993	238.750	238.760	14	16	31
994	238.760	238.770	18	17	35
995	238.770	238.780	19	16	35
996	238.780	239.000	18	18	35
997	239.000	239.030	15	20	35
998	239.030	239.060	14	21	35
999	239.060	239.110	13	22	35
1000	239.110	239.160	14	21	35
1001	239.160	239.170	15	21	35
1002	239.170	239.180	15	20	35
1003	239.180	239.190	16	20	35
1004	239.190	239.200	16	19	35

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SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1005	239.200	239.210	17	19	35
1006	239.210	239.220	16	19	35
1007	239.220	239.240	17	18	35
1008	239.240	239.250	18	18	35
1009	239.250	239.300	18	17	35
1010	239.300	239.310	18	18	35
1011	239.310	239.390	17	18	35
1012	239.390	239.400	16	19	35
1013	239.400	239.440	17	19	35
1014	239.440	239.450	17	18	35
1015	239.450	239.460	16	19	35
1016	239.460	239.480	17	19	35
1017	239.480	239.510	17	18	35
1018	239.510	239.590	15	16	31
1019	239.590	239.600	15	15	31
1020	239.600	239.610	15	16	31
1021	239.610	239.640	15	15	31
1022	239.640	239.740	15	16	31
1023	239.740	239.770	14	16	31
1024	239.770	239.780	14	17	31
1025	239.780	239.790	14	16	31
1026	239.790	239.800	14	17	31
1027	239.800	239.830	14	16	31
1028	239.830	239.860	15	16	31
1029	239.860	239.870	15	15	31
1030	239.870	239.920	16	15	31
1031	239.920	239.930	16	14	31
1032	239.930	239.980	17	14	31
1033	239.980	240.000	16	14	31
1034	240.000	240.040	16	15	31
1035	240.040	240.050	15	15	31
1036	240.050	240.080	15	16	31
1037	240.080	240.100	14	16	31
1038	240.100	240.110	14	17	31
1039	240.110	240.140	13	17	31
1040	240.140	240.160	14	17	31
1041	240.160	240.170	14	16	31
1042	240.170	240.180	15	16	31
1043	240.180	240.220	15	15	31
1044	240.220	240.230	16	15	31
1045	240.230	240.240	15	15	31
1046	240.240	240.250	16	15	31
1047	240.250	240.280	15	15	31
1048	240.280	240.310	16	15	31
1049	240.310	240.430	15	15	31
1050	240.430	240.480	15	16	31
1051	240.480	240.620	16	15	31
1052	240.620	240.680	16	14	31

Sl. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1053	240.680	240.730	17	14	31
1054	240.730	240.810	17	13	31
1055	240.810	240.830	17	14	31
1056	240.830	240.860	16	14	31
1057	240.860	240.930	17	14	31
1058	240.930	241.000	16	14	31
1059	241.000	241.010	16	15	31
1060	241.010	241.040	15	16	31
1061	241.040	241.050	14	16	31
1062	241.050	241.100	15	15	31
1063	241.100	241.130	16	15	31
1064	241.130	241.140	16	14	31
1065	241.140	241.160	16	15	31
1066	241.160	241.170	18	12	31
1067	241.170	241.180	16	14	31
1068	241.180	241.190	15	15	31
1069	241.190	241.200	16	14	31
1070	241.200	241.210	16	15	31
1071	241.210	241.220	16	14	31
1072	241.220	241.240	16	15	31
1073	241.240	241.310	15	15	31
1074	241.310	241.340	16	15	31
1075	241.340	241.480	16	14	31
1076	241.480	241.500	16	15	31
1077	241.500	241.530	15	15	31
1078	241.530	241.550	15	16	31
1079	241.550	241.630	15	15	31
1080	241.630	241.640	16	15	31
1081	241.640	241.660	16	14	31
1082	241.660	241.710	17	14	31
1083	241.710	241.720	16	14	31
1084	241.720	241.730	17	14	31
1085	241.730	241.750	16	14	31
1086	241.750	241.760	16	15	31
1087	241.760	241.770	17	14	31
1088	241.770	241.780	15	16	31
1089	241.780	241.840	14	16	31
1090	241.840	241.870	14	17	31
1091	241.870	241.890	13	17	31
1092	241.890	241.920	13	18	31
1093	241.920	241.950	12	18	31
1094	241.950	241.970	13	17	31
1095	241.970	241.980	13	18	31
1096	241.980	242.020	13	17	31
1097	242.020	242.040	14	16	31
1098	242.040	242.070	15	16	31
1099	242.070	242.120	15	15	31
1100	242.120	242.180	16	15	31

Sl. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1101	242.180	242.260	15	15	31
1102	242.260	242.350	15	16	31
1103	242.350	242.360	15	15	31
1104	242.360	242.430	15	16	31
1105	242.430	242.440	15	15	31
1106	242.440	242.540	15	16	31
1107	242.540	242.560	15	15	31
1108	242.560	242.590	15	16	31
1109	242.590	242.600	15	15	31
1110	242.600	242.620	16	15	31
1111	242.620	242.660	15	15	31
1112	242.660	242.780	15	16	31
1113	242.780	242.810	14	16	31
1114	242.810	242.870	15	16	31
1115	242.870	242.930	15	15	31
1116	242.930	243.010	15	16	31
1117	243.010	243.130	17	18	35
1118	243.130	243.140	16	19	35
1119	243.140	243.160	15	20	35
1120	243.160	243.190	16	19	35
1121	243.190	243.210	17	18	35
1122	243.210	243.220	18	18	35
1123	243.220	243.280	18	17	35
1124	243.280	243.290	19	17	35
1125	243.290	243.310	19	16	35
1126	243.310	243.350	20	15	35
1127	243.350	243.360	19	16	35
1128	243.360	243.380	18	17	35
1129	243.380	243.490	17	18	35
1130	243.490	243.510	18	18	35
1131	243.510	243.720	17	18	35
1132	243.720	243.740	17	19	35
1133	243.740	243.760	17	18	35
1134	243.760	243.790	17	19	35
1135	243.790	243.840	17	18	35
1136	243.840	243.900	18	17	35
1137	243.900	243.920	19	17	35
1138	243.920	243.960	19	16	35
1139	243.960	243.970	19	17	35
1140	243.970	243.980	18	17	35
1141	243.980	244.010	19	17	35
1142	244.010	244.140	20	18	38
1143	244.140	244.150	20	17	38
1144	244.150	244.310	20	18	38
1145	244.310	244.370	19	18	38
1146	244.370	244.390	19	19	38
1147	244.390	244.430	19	18	38
1148	244.430	244.480	20	18	38

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1149	244.480	244.540	19	18	38
1150	244.540	244.560	18	19	38
1151	244.560	244.570	18	20	38
1152	244.570	244.580	18	19	38
1153	244.580	244.590	18	20	38
1154	244.590	244.720	18	19	38
1155	244.720	244.730	19	19	38
1156	244.730	244.760	18	19	38
1157	244.760	244.810	19	19	38
1158	244.810	244.830	18	19	38
1159	244.830	244.840	18	20	38
1160	244.840	244.880	18	19	38
1161	244.880	244.900	19	19	38
1162	244.900	244.930	19	18	38
1163	244.930	244.950	20	18	38
1164	244.950	244.960	20	17	38
1165	244.960	245.030	21	17	38
1166	245.030	245.080	20	17	38
1167	245.080	245.100	20	18	38
1168	245.100	245.110	19	19	38
1169	245.110	245.120	20	18	38
1170	245.120	245.160	19	18	38
1171	245.160	245.420	19	19	38
1172	245.420	245.470	19	18	38
1173	245.470	245.510	19	19	38
1174	245.510	245.520	13	13	25
1175	245.520	245.550	12	13	25
1176	245.550	245.560	13	13	25
1177	245.560	245.580	12	13	25
1178	245.580	245.620	13	12	25
1179	245.620	245.650	23	12	35
1180	245.650	245.660	26	15	41
1181	245.660	245.680	26	25	51
1182	245.680	245.690	25	25	51
1183	245.690	245.740	24	26	51
1184	245.740	245.780	24	27	51
1185	245.780	245.810	27	30	58
1186	245.810	245.830	27	23	51
1187	245.830	245.850	28	23	51
1188	245.850	245.910	29	22	51
1189	245.910	245.960	28	22	51
1190	245.960	246.010	28	23	51
1191	246.010	246.020	27	23	51
1192	246.020	246.050	27	24	51
1193	246.050	246.110	26	24	51
1194	246.110	246.120	27	24	51
1195	246.120	246.130	28	23	51
1196	246.130	246.140	48	3	51

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1197	246.140	246.190	28	22	51
1198	246.190	246.210	28	23	51
1199	246.210	246.240	28	28	56
1200	246.240	246.250	28	27	56
1201	246.250	246.260	28	28	56
1202	246.260	246.390	28	27	56
1203	246.390	246.400	29	27	56
1204	246.400	246.410	28	27	56
1205	246.410	246.600	29	27	56
1206	246.600	246.710	28	27	56
1207	246.710	246.800	32	27	60
1208	246.800	246.810	33	27	60
1209	246.810	246.860	30	19	50
1210	246.860	246.900	31	19	50
1211	246.900	247.090	30	19	50
1212	247.090	247.110	30	20	50
1213	247.110	247.120	31	19	50
1214	247.120	247.130	30	19	50
1215	247.130	247.140	30	20	50
1216	247.140	247.160	29	21	50
1217	247.160	247.170	28	21	50
1218	247.170	247.180	29	21	50
1219	247.180	247.200	28	21	50
1220	247.200	247.250	29	21	50
1221	247.250	247.270	29	20	50
1222	247.270	247.280	30	20	50
1223	247.280	247.290	30	19	50
1224	247.290	247.300	30	20	50
1225	247.300	247.310	31	19	50
1226	247.310	247.320	31	18	50
1227	247.320	247.330	32	18	50
1228	247.330	247.340	32	17	50
1229	247.340	247.350	34	16	50
1230	247.350	247.360	33	17	50
1231	247.360	247.380	33	16	50
1232	247.380	247.420	34	16	50
1233	247.420	247.470	34	15	50
1234	247.470	247.490	34	16	50
1235	247.490	247.510	33	16	50
1236	247.510	247.530	33	17	50
1237	247.530	247.550	32	17	50
1238	247.550	247.580	32	18	50
1239	247.580	247.610	31	19	50
1240	247.610	247.640	30	19	50
1241	247.640	247.660	30	20	50
1242	247.660	247.670	29	20	50
1243	247.670	247.690	29	21	50
1244	247.690	247.750	28	21	50

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1245	247.750	247.780	29	21	50
1246	247.780	247.940	29	20	50
1247	247.940	248.010	30	20	50
1248	248.010	248.030	31	21	52
1249	248.030	248.070	30	22	52
1250	248.070	248.120	29	23	52
1251	248.120	248.170	28	24	52
1252	248.170	248.240	27	25	52
1253	248.240	248.300	26	26	52
1254	248.300	248.330	25	27	52
1255	248.330	248.340	26	26	52
1256	248.340	248.640	25	27	52
1257	248.640	248.650	26	26	52
1258	248.650	248.760	25	27	52
1259	248.760	248.770	26	27	52
1260	248.770	248.790	26	26	52
1261	248.790	248.800	26	27	52
1262	248.800	248.810	26	26	52
1263	248.810	248.820	30	27	57
1264	248.820	248.830	30	28	57
1265	248.830	248.910	29	28	57
1266	248.910	248.950	28	27	55
1267	248.950	248.960	27	27	55
1268	248.960	249.000	28	27	55
1269	249.000	249.010	28	26	55
1270	249.010	249.030	24	23	48
1271	249.030	249.380	25	23	48
1272	249.380	249.400	24	23	48
1273	249.400	249.420	25	23	48
1274	249.420	249.430	24	23	48
1275	249.430	249.540	25	23	48
1276	249.540	249.550	25	22	48
1277	249.550	249.620	25	23	48
1278	249.620	249.640	25	22	48
1279	249.640	249.670	25	23	48
1280	249.670	249.680	25	22	48
1281	249.680	249.810	25	23	48
1282	249.810	249.870	9	32	41
1283	249.870	249.910	10	31	41
1284	249.910	249.930	10	30	41
1285	249.930	249.950	11	30	41
1286	249.950	249.980	11	29	41
1287	249.980	249.990	12	29	41
1288	249.990	250.010	13	28	41
1289	250.010	250.040	13	27	41
1290	250.040	250.050	14	27	41
1291	250.050	250.070	15	26	41
1292	250.070	250.080	16	25	41

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1293	250.080	250.110	16	24	41
1294	250.110	250.160	17	24	41
1295	250.160	250.170	16	24	41
1296	250.170	250.210	17	24	41
1297	250.210	250.250	16	24	41
1298	250.250	250.260	17	24	41
1299	250.260	250.270	19	21	41
1300	250.270	250.320	17	24	41
1301	250.320	250.340	16	24	41
1302	250.340	250.390	16	25	41
1303	250.390	250.533	15	25	41
1304	250.533	250.573	28	13	41
1305	250.573	250.593	27	14	41
1306	250.593	250.633	27	13	41
1307	250.633	250.653	27	14	41
1308	250.653	250.693	27	13	41
1309	250.693	250.713	27	14	41
1310	250.713	250.733	26	14	41
1311	250.733	250.853	25	15	41
1312	250.853	250.953	25	16	41
1313	250.953	250.993	25	15	41
1314	250.993	251.033	25	16	41
1315	251.033	251.053	24	16	41
1316	251.053	251.073	24	17	41
1317	251.073	251.093	23	18	41
1318	251.093	251.113	22	19	41
1319	251.113	251.133	21	19	41
1320	251.133	251.153	21	20	41
1321	251.153	251.173	20	20	41
1322	251.173	251.253	20	21	41
1323	251.253	251.273	19	21	41
1324	251.273	251.433	19	22	41
1325	251.433	251.493	19	21	41
1326	251.493	251.553	36	37	73
1327	251.553	251.593	36	36	73
1328	251.593	251.613	31	29	60
1329	251.613	251.633	32	28	60
1330	251.633	251.653	33	27	60
1331	251.653	251.673	35	25	60
1332	251.673	251.693	36	24	60
1333	251.693	251.713	37	23	60
1334	251.713	251.733	38	22	60
1335	251.733	251.753	39	21	60
1336	251.753	251.793	35	16	50
1337	251.793	251.813	33	17	50
1338	251.813	251.833	32	18	50
1339	251.833	251.853	30	20	50
1340	251.853	251.873	28	22	50

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1341	251.873	251.893	20	24	44
1342	251.893	252.033	24	26	50
1343	252.033	252.073	26	29	55
1344	252.073	252.333	27	28	55
1345	252.333	252.353	26	29	55
1346	252.353	252.413	27	28	55
1347	252.413	252.473	26	29	55
1348	252.473	252.493	27	28	55
1349	252.493	252.713	26	29	55
1350	252.713	252.733	25	20	45
1351	252.733	252.753	26	29	55
1352	252.753	252.893	25	30	55
1353	252.893	252.913	26	30	56
1354	252.913	252.933	25	30	55
1355	252.933	253.033	26	29	55
1356	253.033	253.113	30	33	63
1357	253.113	253.273	30	32	63
1358	253.273	253.313	31	32	63
1359	253.313	253.433	39	41	80
1360	253.433	253.473	40	40	80
1361	253.473	253.493	41	39	80
1362	253.493	253.533	40	40	80
1363	253.533	253.653	34	34	68
1364	253.653	253.733	33	34	68
1365	253.733	253.753	33	35	68
1366	253.753	253.893	29	31	60
1367	253.893	254.133	24	26	50
1368	254.133	254.253	23	27	50
1369	254.253	254.273	24	27	50
1370	254.273	254.293	24	26	50
1371	254.293	254.333	25	25	50
1372	254.333	254.353	26	24	50
1373	254.353	254.393	23	27	50
1374	254.393	254.513	36	39	75
1375	254.513	254.533	35	40	75
1376	254.533	254.553	34	41	75
1377	254.553	254.573	30	35	65
1378	254.573	254.593	28	37	65
1379	254.593	254.613	27	39	65
1380	254.613	254.633	25	40	65
1381	254.633	254.653	24	41	65
1382	254.653	254.673	24	42	65
1383	254.673	254.693	24	41	65
1384	254.693	254.713	25	41	65
1385	254.713	254.733	25	40	65
1386	254.733	254.753	27	38	65
1387	254.753	254.773	19	37	55
1388	254.773	254.793	19	36	55

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1389	254.793	254.813	20	35	55
1390	254.813	254.893	21	34	55
1391	254.893	254.953	22	33	55
1392	254.953	255.013	21	34	55
1393	255.013	255.193	22	33	55
1394	255.193	255.293	21	34	55
1395	255.293	255.313	22	34	55
1396	255.313	255.333	22	33	55
1397	255.333	255.533	21	34	55
1398	255.533	255.613	22	33	55
1399	255.613	255.633	21	34	55
1400	255.633	255.673	22	33	55
1401	255.673	255.693	23	32	55
1402	255.693	255.813	22	33	55
1403	255.813	255.853	21	34	55
1404	255.853	255.913	22	33	55
1405	255.913	256.033	21	34	55
1406	256.033	256.133	22	33	55
1407	256.133	256.933	21	34	55
1408	256.933	257.033	31	34	65
1409	257.033	257.233	25	28	53
1410	257.233	257.253	25	27	53
1411	257.253	257.273	26	27	53
1412	257.273	257.313	26	26	53
1413	257.313	257.333	24	24	48
1414	257.333	257.353	26	24	50
1415	257.353	257.393	25	24	50
1416	257.393	257.453	25	25	50
1417	257.453	257.513	25	24	50
1418	257.513	257.533	26	23	50
1419	257.533	257.553	27	22	50
1420	257.553	257.573	28	21	50
1421	257.573	257.593	29	20	50
1422	257.593	257.613	30	19	50
1423	257.613	257.633	31	18	50
1424	257.633	257.653	33	17	50
1425	257.653	257.673	34	16	50
1426	257.673	257.693	35	15	50
1427	257.693	257.713	36	14	50
1428	257.713	257.733	36	13	50
1429	257.733	257.893	37	13	50
1430	257.893	257.913	37	18	55
1431	257.913	257.993	37	17	55
1432	257.993	258.013	37	18	55
1433	258.013	258.033	37	17	55
1434	258.033	258.233	37	18	55
1435	258.233	258.273	36	19	55
1436	258.273	258.293	35	20	55

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SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1437	258.293	258.313	31	22	53
1438	258.313	258.353	30	23	53
1439	258.353	258.373	29	24	53
1440	258.373	258.393	28	25	53
1441	258.393	258.493	27	26	53
1442	258.493	258.513	28	26	53
1443	258.513	258.553	28	25	53
1444	258.553	258.573	29	25	53
1445	258.573	258.593	28	25	53
1446	258.593	258.653	29	25	53
1447	258.653	258.833	28	25	53
1448	258.833	258.893	29	24	53
1449	258.893	258.953	30	23	53
1450	258.953	258.973	31	23	53
1451	258.973	259.013	31	22	53
1452	259.013	259.033	32	22	53
1453	259.033	259.053	32	21	53
1454	259.053	259.073	20	19	39
1455	259.073	259.093	26	19	45
1456	259.093	259.113	27	19	45
1457	259.113	259.193	27	18	45
1458	259.193	259.213	28	18	45
1459	259.213	259.233	28	17	45
1460	259.233	259.253	28	18	45
1461	259.253	259.293	27	18	45
1462	259.293	259.313	26	19	45
1463	259.313	259.333	24	21	45
1464	259.333	259.353	23	22	45
1465	259.353	259.433	22	23	45
1466	259.433	259.453	23	22	45
1467	259.453	259.473	24	21	45
1468	259.473	259.493	26	19	45
1469	259.493	259.513	27	18	45
1470	259.513	259.533	28	17	45
1471	259.533	259.633	27	18	45
1472	259.633	259.653	26	19	45
1473	259.653	259.693	25	20	45
1474	259.693	259.713	24	21	45
1475	259.713	259.733	24	22	45
1476	259.733	259.773	23	22	45
1477	259.773	259.793	26	19	45
1478	259.793	259.813	26	20	45
1479	259.813	259.833	22	23	45
1480	259.833	259.853	21	24	45
1481	259.853	259.893	20	25	45
1482	259.893	259.953	19	26	45
1483	259.953	259.973	18	27	45
1484	259.973	259.993	19	26	45

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1485	259.993	260.013	19	27	45
1486	260.013	260.033	19	26	45
1487	260.033	260.053	20	25	45
1488	260.053	260.073	21	24	45
1489	260.073	260.093	22	24	45
1490	260.093	260.113	23	23	45
1491	260.113	260.133	24	22	45
1492	260.133	260.153	25	21	45
1493	260.153	260.173	25	20	45
1494	260.173	260.213	26	19	45
1495	260.213	260.233	25	20	45
1496	260.233	260.253	26	19	45
1497	260.253	260.293	25	20	45
1498	260.293	260.333	24	21	45
1499	260.333	260.373	23	22	45
1500	260.373	260.473	22	23	45
1501	260.473	260.533	23	22	45
1502	260.533	260.553	24	22	45
1503	260.553	260.613	24	21	45
1504	260.613	260.653	23	22	45
1505	260.653	260.713	22	23	45
1506	260.713	260.813	21	24	45
1507	260.813	260.853	22	23	45
1508	260.853	260.913	23	22	45
1509	260.913	260.973	22	23	45
1510	260.973	260.993	23	23	45
1511	260.993	261.033	22	23	45
1512	261.033	261.073	23	23	45
1513	261.073	261.113	23	22	45
1514	261.113	261.133	24	22	45
1515	261.133	261.153	23	22	45
1516	261.153	261.193	24	22	45
1517	261.193	261.233	23	22	45
1518	261.233	261.293	24	21	45
1519	261.293	261.753	23	22	45
1520	261.753	261.773	23	23	45
1521	261.773	261.793	22	23	45
1522	261.793	261.873	23	22	45
1523	261.873	261.893	22	22	45
1524	261.893	261.913	23	23	45
1525	261.913	262.053	23	22	45
1526	262.053	262.093	22	23	45
1527	262.093	262.273	23	22	45
1528	262.273	262.313	22	23	45
1529	262.313	262.373	23	22	45
1530	262.373	262.393	23	23	45
1531	262.393	262.453	22	23	45
1532	262.453	262.473	23	23	45

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1533	262.473	262.673	23	22	45
1534	262.673	262.733	22	23	45
1535	262.733	262.753	22	24	45
1536	262.753	262.793	21	24	45
1537	262.793	262.833	20	25	45
1538	262.833	262.893	19	26	45
1539	262.893	262.913	19	27	45
1540	262.913	262.953	18	27	45
1541	262.953	263.013	17	28	45
1542	263.013	263.033	17	29	45
1543	263.033	263.053	17	29	45
1544	263.053	263.073	17	28	45
1545	263.073	263.113	17	29	45
1546	263.113	263.133	17	28	45
1547	263.133	263.153	16	29	45
1548	263.153	263.333	17	28	45
1549	263.333	263.353	16	29	45
1550	263.353	263.373	13	25	38
1551	263.373	263.393	12	25	38
1552	263.393	263.433	11	26	38
1553	263.433	263.473	12	26	38
1554	263.473	263.493	13	24	38
1555	263.493	263.513	13	25	38
1556	263.513	263.533	13	24	38
1557	263.533	263.593	14	24	38
1558	263.593	263.673	13	24	38
1559	263.673	263.893	13	25	38
1560	263.893	263.973	12	25	38
1561	263.973	264.013	13	25	38
1562	264.013	264.033	12	25	38
1563	264.033	264.053	13	25	38
1564	264.053	264.093	17	28	45
1565	264.093	264.102	18	28	45
1566	264.102	264.113	30	28	58
1567	264.113	264.133	30	27	58
1568	264.133	264.153	31	27	58
1569	264.153	264.173	32	27	59
1570	264.173	264.193	34	27	60
1571	264.193	264.213	35	27	62
1572	264.213	264.233	36	27	63
1573	264.233	264.253	37	27	64
1574	264.253	264.273	39	26	65
1575	264.273	264.293	41	25	67
1576	264.293	264.313	44	24	68
1577	264.313	264.333	36	23	59
1578	264.333	264.373	40	22	62
1579	264.373	264.393	40	23	63
1580	264.393	264.413	40	24	64

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1581	264.413	264.453	40	25	65
1582	264.453	264.473	40	26	66
1583	264.473	264.513	41	27	67
1584	264.513	264.533	28	27	55
1585	264.533	264.533	27	28	55
1586	264.533	264.593	20	22	43
1587	264.593	264.613	37	22	59
1588	264.613	264.633	36	22	58
1589	264.633	264.653	35	22	57
1590	264.653	264.673	34	23	56
1591	264.673	264.693	33	23	55
1592	264.693	264.713	32	23	54
1593	264.713	264.733	34	22	56
1594	264.733	264.753	30	22	52
1595	264.753	264.773	29	22	51
1596	264.773	264.793	27	22	50
1597	264.793	264.813	26	22	48
1598	264.813	264.833	25	22	47
1599	264.833	264.853	35	31	66
1600	264.853	264.873	33	31	64
1601	264.873	264.893	30	31	62
1602	264.893	265.033	29	31	60
1603	265.033	265.053	33	31	64
1604	265.053	265.093	28	36	64
1605	265.093	265.113	29	35	64
1606	265.113	265.353	28	36	64
1607	265.353	265.433	36	36	72
1608	265.433	265.453	37	35	72
1609	265.453	265.493	36	36	72
1610	265.493	265.513	35	37	72
1611	265.513	265.533	36	37	72
1612	265.533	265.733	36	36	72
1613	265.733	265.833	29	28	57
1614	265.833	265.933	28	29	57
1615	265.933	266.093	16	29	45
1616	266.093	266.113	17	28	45
1617	266.113	266.553	16	29	45
1618	266.553	267.033	17	28	45
1619	267.033	267.133	15	25	40
1620	267.133	267.153	15	21	36
1621	267.153	267.193	15	22	37
1622	267.193	267.293	15	21	36
1623	267.293	267.313	16	20	36
1624	267.313	267.333	17	21	37
1625	267.333	267.433	15	21	36
1626	267.433	267.533	20	21	41
1627	267.533	267.693	26	27	53
1628	267.693	267.873	25	27	53

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1629	267.873	267.893	25	28	53
1630	267.893	268.013	25	27	53
1631	268.013	268.033	26	27	53
1632	268.033	268.053	23	24	48
1633	268.053	268.093	23	25	48
1634	268.093	268.113	22	25	48
1635	268.113	268.173	23	25	48
1636	268.173	268.253	23	24	48
1637	268.253	268.373	23	25	48
1638	268.373	268.433	22	25	48
1639	268.433	268.453	22	26	48
1640	268.453	268.513	22	25	48
1641	268.513	268.533	23	25	48
1642	268.533	268.773	29	31	60
1643	268.773	268.853	35	37	73
1644	268.853	268.913	35	38	73
1645	268.913	268.933	35	37	73
1646	268.933	268.973	39	41	80
1647	268.973	268.993	40	40	80
1648	268.993	269.533	39	41	80
1649	269.533	269.573	35	41	76
1650	269.573	269.673	34	42	76
1651	269.673	269.733	35	41	76
1652	269.733	269.873	19	25	44
1653	269.873	269.973	19	24	44
1654	269.973	269.993	20	24	44
1655	269.993	270.013	20	23	44
1656	270.013	270.033	21	22	44
1657	270.033	270.053	23	21	44
1658	270.053	270.073	20	23	44
1659	270.073	270.093	25	18	44
1660	270.093	270.113	27	16	44
1661	270.113	270.133	29	14	44
1662	270.133	270.153	32	21	54
1663	270.153	270.173	35	19	54
1664	270.173	270.193	38	15	54
1665	270.193	270.213	41	13	54
1666	270.213	270.233	39	14	54
1667	270.233	270.253	47	17	64
1668	270.253	270.273	49	25	74
1669	270.273	270.293	51	23	74
1670	270.293	270.313	52	22	74
1671	270.313	270.333	53	21	74
1672	270.333	270.353	53	16	69
1673	270.353	270.373	51	18	69
1674	270.373	270.393	49	13	62
1675	270.393	270.413	45	17	62
1676	270.413	270.433	41	21	62

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1677	270.433	278.493	60m RoW		
1678	278.493	278.653	23	18	41
1679	278.653	278.673	22	19	41
1680	278.673	278.753	23	18	41
1681	278.753	278.773	21	20	41
1682	278.773	278.853	22	19	41
1683	278.853	278.953	25	22	47
1684	278.953	278.993	28	25	54
1685	278.993	279.193	29	25	54
1686	279.193	279.513	28	25	54
1687	279.513	279.553	29	25	54
1688	279.553	280.093	23	25	48
1689	280.093	280.293	23	24	48
1690	280.293	280.373	23	25	48
1691	280.373	280.433	23	24	48
1692	280.433	280.493	23	25	48
1693	280.493	280.513	23	24	48
1694	280.513	281.013	23	25	48
1695	281.013	281.033	23	24	48
1696	281.033	281.073	23	25	48
1697	281.073	281.133	22	25	48
1698	281.133	281.173	22	26	48
1699	281.173	281.233	22	25	48
1700	281.233	281.353	23	25	48
1701	281.353	281.413	23	24	48
1702	281.413	281.433	23	25	48
1703	281.433	281.493	22	25	48
1704	281.493	281.533	23	25	48
1705	281.533	281.573	23	24	48
1706	281.573	281.633	23	25	48
1707	281.633	281.753	22	25	48
1708	281.753	281.833	23	25	48
1709	281.833	281.853	22	25	48
1710	281.853	281.933	23	25	48
1711	281.933	281.973	23	24	48
1712	281.973	282.013	23	25	48
1713	282.013	282.273	23	24	48
1714	282.273	282.433	23	25	48
1715	282.433	282.473	22	25	48
1716	282.473	282.693	23	25	48
1717	282.693	282.713	22	26	48
1718	282.713	284.733	30	30	60
1719	284.733	284.753	24	36	60
1720	284.753	284.773	23	37	60
1721	284.773	285.053	24	36	60
1722	285.053	285.133	19	31	51
1723	285.133	285.193	19	32	51
1724	285.193	285.213	19	31	51

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1725	285.213	285.353	19	32	51
1726	285.353	285.513	19	31	51
1727	285.513	285.593	20	31	51
1728	285.593	285.753	19	31	51
1729	285.753	285.773	20	31	51
1730	285.773	285.793	20	30	51
1731	285.793	285.813	21	29	51
1732	285.813	285.833	21	30	51
1733	285.833	285.853	20	31	51
1734	285.853	285.953	19	31	51
1735	285.953	286.033	16	29	45
1736	286.033	286.193	17	28	45
1737	286.193	286.253	19	31	51
1738	286.253	286.273	19	32	51
1739	286.273	286.333	19	31	51
1740	286.333	286.653	19	32	51
1741	286.653	286.673	19	31	51
1742	286.673	286.733	19	32	51
1743	286.733	286.933	19	31	51
1744	286.933	286.993	19	32	51
1745	286.993	287.113	19	31	51
1746	287.113	287.213	20	31	51
1747	287.213	287.253	19	31	51
1748	287.253	287.273	20	31	51
1749	287.273	287.293	20	30	51
1750	287.293	287.313	21	30	51
1751	287.313	287.333	21	29	51
1752	287.333	287.353	22	28	51
1753	287.353	287.373	23	27	51
1754	287.373	287.393	25	26	51
1755	287.393	287.413	26	25	51
1756	287.413	287.433	27	24	51
1757	287.433	287.453	27	23	51
1758	287.453	287.473	21	16	37
1759	287.473	287.493	21	15	37
1760	287.493	287.533	22	15	37
1761	287.533	287.693	21	15	37
1762	287.693	287.733	21	16	37
1763	287.733	287.793	20	16	37
1764	287.793	287.853	21	16	37
1765	287.853	288.033	20	16	37
1766	288.033	288.053	20	17	37
1767	288.053	288.073	27	24	51
1768	288.073	288.113	26	24	51
1769	288.113	288.153	26	25	51
1770	288.153	288.213	26	24	51
1771	288.213	288.233	26	25	51
1772	288.233	288.253	25	25	51

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1773	288.253	288.353	25	26	51
1774	288.353	288.433	24	26	51
1775	288.433	288.493	24	27	51
1776	288.493	288.533	23	27	51
1777	288.533	288.593	23	28	51
1778	288.593	288.653	22	28	51
1779	288.653	288.673	28	18	47
1780	288.673	288.713	28	19	47
1781	288.713	288.773	27	19	47
1782	288.773	288.813	27	20	47
1783	288.813	288.853	26	20	47
1784	288.853	288.873	24	17	41
1785	288.873	288.993	23	18	41
1786	288.993	289.053	22	19	41
1787	289.053	289.073	23	19	41
1788	289.073	289.233	23	18	41
1789	289.233	289.273	22	19	41
1790	289.273	289.533	23	18	41
1791	289.533	289.833	22	19	41
1792	289.833	289.893	23	18	41
1793	289.893	289.913	22	19	41
1794	289.913	290.453	23	18	41
1795	290.453	290.573	17	28	45
1796	290.573	290.633	19	26	45
1797	290.633	290.653	20	25	45
1798	290.653	290.693	21	24	45
1799	290.693	290.713	22	23	45
1800	290.713	290.753	23	22	45
1801	290.753	290.813	22	23	45
1802	290.813	290.853	23	22	45
1803	290.853	290.873	23	23	45
1804	290.873	290.993	22	23	45
1805	290.993	291.013	23	23	45
1806	291.013	291.033	23	22	45
1807	291.033	291.053	23	23	45
1808	291.053	291.093	22	23	45
1809	291.093	291.113	23	23	45
1810	291.113	291.133	23	22	45
1811	291.133	291.153	23	23	45
1812	291.153	291.273	22	23	45
1813	291.273	291.353	14	15	29
1814	291.353	291.553	17	17	35
1815	291.553	291.613	17	18	35
1816	291.613	291.673	17	17	35
1817	291.673	291.813	17	18	35
1818	291.813	291.933	17	17	35
1819	291.933	291.953	18	17	35
1820	291.953	291.973	17	17	35

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1821	291.973	292.853	30.83 m ROW		
1822	292.853	292.893	25	15	40
1823	292.893	292.913	25	16	40
1824	292.913	292.953	24	16	40
1825	292.953	292.973	24	17	40
1826	292.973	293.013	23	17	40
1827	293.013	293.053	22	18	40
1828	293.053	293.073	22	19	40
1829	293.073	293.133	21	19	40
1830	293.133	293.153	21	20	40
1831	293.153	293.233	20	20	40
1832	293.233	293.253	21	19	40
1833	293.253	293.273	22	19	40
1834	293.273	295.113	22	18	40
1835	295.113	295.153	23	18	40
1836	295.153	295.193	23	20	42
1837	295.193	295.353	22	20	42
1838	295.353	295.393	22	18	40
1839	295.393	295.453	23	17	40
1840	295.453	295.473	23	18	40
1841	295.473	295.953	22	18	40
1842	295.953	296.313	23	18	41
1843	296.313	296.353	24	17	41
1844	296.353	296.393	23	18	41
1845	296.393	296.413	23	19	41
1846	296.413	296.473	22	19	41
1847	296.473	296.513	23	19	41
1848	296.513	296.573	23	18	41
1849	296.573	296.673	24	18	41
1850	296.673	296.713	23	18	41
1851	296.713	296.733	24	18	41
1852	296.733	296.793	23	18	41
1853	296.793	296.813	23	19	41
1854	296.813	296.853	22	19	41
1855	296.853	296.913	22	20	41
1856	296.913	296.973	22	19	41
1857	296.973	297.013	23	19	41
1858	297.013	298.493	23	18	41
1859	298.493	298.533	23	19	41
1860	298.533	298.573	23	18	41
1861	298.573	298.593	24	18	41
1862	298.593	298.873	23	18	41
1863	298.873	298.893	24	17	41
1864	298.893	299.173	23	18	41
1865	299.173	299.273	24	18	41
1866	299.273	299.293	24	17	41
1867	299.293	299.313	25	17	41
1868	299.313	299.333	25	16	41

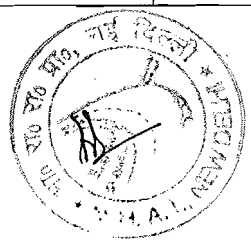
SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1869	299.333	299.353	26	15	41
1870	299.353	299.373	27	14	41
1871	299.373	299.413	28	14	41
1872	299.413	299.433	29	13	41
1873	299.433	299.473	29	12	41
1874	299.473	299.553	30	12	41
1875	299.553	299.573	19	18	36
1876	299.573	299.793	18	18	36
1877	299.793	299.813	18	19	36
1878	299.813	299.833	18	18	36
1879	299.833	299.853	18	19	36
1880	299.853	299.893	17	19	36
1881	299.893	299.993	17	20	36
1882	299.993	300.033	17	19	36
1883	300.033	300.053	18	19	36
1884	300.053	300.113	18	18	36
1885	300.113	300.133	18	19	36
1886	300.133	300.153	17	19	36
1887	300.153	300.173	18	19	36
1888	300.173	300.193	16	20	36
1889	300.193	300.213	15	21	36
1890	300.213	300.233	15	22	36
1891	300.233	300.253	14	22	36
1892	300.253	300.253	14	23	36
1893	300.253	300.273	25	17	41
1894	300.273	300.293	24	17	41
1895	300.293	300.313	24	18	41
1896	300.313	300.433	23	18	41
1897	300.433	300.493	23	19	41
1898	300.493	300.793	23	18	41
1899	300.793	300.853	24	18	41
1900	300.853	301.313	23	18	41
1901	301.313	301.333	24	18	41
1902	301.333	301.393	23	18	41
1903	301.393	301.413	24	18	41
1904	301.413	301.433	24	17	41
1905	301.433	301.453	25	17	41
1906	301.453	301.473	24	17	41
1907	301.473	301.493	24	18	41
1908	301.493	301.513	23	19	41
1909	301.513	301.573	22	19	41
1910	301.573	301.613	23	19	41
1911	301.613	301.653	23	18	41
1912	301.653	301.673	24	18	41
1913	301.673	301.713	23	18	41
1914	301.713	301.773	23	19	41
1915	301.773	301.873	23	18	41
1916	301.873	301.933	24	18	41

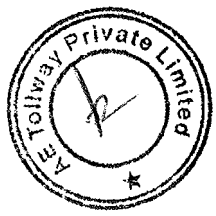
SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1917	301.933	302.073	23	18	41
1918	302.073	302.073	24	18	41
1919	302.073	302.113	27	21	47
1920	302.113	302.133	26	21	47
1921	302.133	302.153	26	22	47
1922	302.153	302.173	25	22	47
1923	302.173	302.193	25	23	47
1924	302.193	302.213	26	21	47
1925	302.213	302.253	26	22	47
1926	302.253	302.293	26	21	47
1927	302.293	302.353	26	22	47
1928	302.353	302.453	26	21	47
1929	302.453	302.493	27	21	47
1930	302.493	302.513	27	20	47
1931	302.513	302.553	28	20	47
1932	302.553	302.873	30.40 m ROW		
1933	302.873	302.893	16	14	30
1934	302.893	302.953	16	15	30
1935	302.953	302.973	15	15	30
1936	302.973	303.013	15	16	30
1937	303.013	303.173	15	15	30
1938	303.173	303.193	15	16	30
1939	303.193	303.233	24	16	40
1940	303.233	303.273	25	15	40
1941	303.273	303.313	25	16	40
1942	303.313	303.333	25	15	40
1943	303.333	303.353	25	16	40
1944	303.353	303.373	25	15	40
1945	303.373	303.393	25	16	40
1946	303.393	303.433	25	15	40
1947	303.433	303.453	15	15	30
1948	303.453	303.473	15	16	30
1949	303.473	303.513	15	15	30
1950	303.513	303.573	15	16	30
1951	303.573	303.593	15	15	30
1952	303.593	303.633	15	16	30
1953	303.633	303.653	15	15	30
1954	303.653	303.713	16	15	30
1955	303.713	303.733	15	15	30
1956	303.733	303.833	15	16	30
1957	303.833	304.513	15	15	30
1958	304.513	304.673	16	15	30
1959	304.673	304.713	15	15	30
1960	304.713	304.753	16	15	30
1961	304.753	304.833	14	14	28
1962	304.833	304.853	15	14	28
1963	304.853	304.933	15	13	28
1964	304.933	304.953	15	14	28

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
1965	304.953	304.973	14	14	28
1966	304.973	305.033	13	15	28
1967	305.033	305.473	14	14	28
1968	305.473	305.613	15	14	28
1969	305.613	305.653	14	14	28
1970	305.653	305.953	18	18	36
1971	305.953	305.993	19	18	36
1972	305.993	306.113	18	18	36
1973	306.113	306.133	18	19	36
1974	306.133	306.173	17	19	36
1975	306.173	306.213	16	20	36
1976	306.213	306.233	16	21	36
1977	306.233	306.293	15	21	36
1978	306.293	306.333	14	22	36
1979	306.333	306.373	13	23	36
1980	306.373	306.413	14	24	37
1981	306.413	306.433	15	25	40
1982	306.433	306.473	16	25	41
1983	306.473	306.493	17	26	43
1984	306.493	306.513	19	26	44
1985	306.513	306.533	20	25	45
1986	306.533	306.553	21	25	46
1987	306.553	306.573	22	25	47
1988	306.573	306.813	22	19	41
1989	306.813	306.853	23	19	41
1990	306.853	307.033	23	18	41
1991	307.033	307.093	23	19	41
1992	307.093	307.333	23	18	41
1993	307.333	307.353	24	18	41
1994	307.353	307.453	24	17	41
1995	307.453	307.473	25	17	41
1996	307.473	307.533	25	16	41
1997	307.533	307.553	26	16	41
1998	307.553	307.653	26	15	41
1999	307.653	307.673	26	16	41
2000	307.673	307.713	25	16	41
2001	307.713	307.733	25	17	41
2002	307.733	307.793	24	17	41
2003	307.793	307.913	24	18	41
2004	307.913	308.233	23	18	41
2005	308.233	308.293	24	17	41
2006	308.293	308.333	25	17	41
2007	308.333	308.373	25	16	41
2008	308.373	308.433	25	17	41
2009	308.433	308.733	24	17	41
2010	308.733	308.773	24	18	41
2011	308.773	308.933	23	18	41
2012	308.933	309.073	23	19	41

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
2013	309.073	309.113	22	19	41
2014	309.113	309.133	23	19	41
2015	309.133	309.213	23	18	41
2016	309.213	309.253	24	18	41
2017	309.253	309.333	23	18	41
2018	309.333	309.353	23	19	41
2019	309.353	309.433	23	18	41
2020	309.433	309.453	24	18	41
2021	309.453	309.473	28	20	47
2022	309.473	309.533	28	19	47
2023	309.533	309.553	27	21	47
2024	309.553	309.564	25	22	47
2025	309.564	309.764	17	31	48
2026	309.764	309.964	13	35	48
2027	309.964	310.164	14	33	48
2028	310.164	310.364	17	31	48
2029	310.364	310.564	31	26	57
2030	310.564	311.364	23	25	48
2031	311.364	312.364	24	24	48
2032	312.364	312.764	23	25	48
2033	312.764	313.564	24	24	48
2034	313.564	313.764	24	23	48
2035	313.764	314.164	24	24	48
2036	314.164	314.364	25	23	48
2037	314.364	315.564	24	24	48
2038	315.564	315.764	25	23	48
2039	315.764	315.964	24	24	48
2040	315.964	316.164	24	23	48
2041	316.164	316.764	25	23	48
2042	316.764	316.964	24	23	48
2043	316.964	317.164	30	31	60
2044	317.164	317.364	31	29	60
2045	317.364	317.764	34	28	61
2046	317.764	317.964	30	31	62
2047	317.964	318.164	32	25	56
2048	318.164	318.564	36	23	59
2049	318.564	318.764	35	24	59
2050	318.764	318.964	34	25	59
2051	318.964	319.164	33	26	59
2052	319.164	319.364	31	29	60
2053	319.364	319.564	26	32	59
2054	319.564	319.764	25	31	56
2055	319.764	319.964	36	21	57
2056	319.964	320.164	38	25	63
2057	320.164	320.364	25	34	59
2058	320.364	320.564	25	35	60
2059	320.564	320.764	21	42	62
2060	320.764	320.964	29	33	62

SI. No.	Chainage (km)		Distance of ROW from Project C/L (m)		
	From	To	LHS	RHS	Total
2061	320.964	321.164	29	32	61
2062	321.164	321.364	32	29	60
2063	321.364	321.564	33	28	61
2064	321.564	321.764	27	35	62
2065	321.764	321.964	23	35	59
2066	321.964	322.164	20	35	55
2067	322.164	322.364	22	35	57
2068	322.364	322.564	31	29	60
2069	322.564	322.764	31	32	63
2070	322.764	322.964	32	28	60
2071	322.964	323.164	22	31	54
2072	323.164	323.364	30	31	60
2073	323.364	323.473	31	29	60

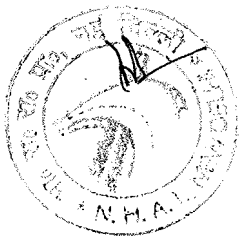


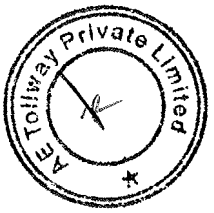


Appendix III

The details of Present carriageway of the Project Highway

Existing Chainage (Km)		Carriageway Width (m)	
		Left	Right
From	To		
199.600	200.250	7	7
200.250	200.350	Varies from 7 m to 10.5 m	Varies from 7 m to 10.5 m
200.350	202.000	10.5	10.5
202.000	215.600	12	12
215.600	215.800	8.5	8.5
215.800	217.400	7	8.5
217.400	217.800	8.5	8.5
217.800	218.000	11.7	12
218.000	221.200	12	12
221.200	221.800	9	8.5
221.800	222.000	8.5	9
222.000	226.000	8	8
226.000	234.800	8.5	8.5
234.800	235.000	10.2	10
235.000	236.200	9	8.5
236.200	239.000	8.5	8.5
239.000	240.200	7.2	7.2
240.200	244.600	8	8
244.600	323.600	8.5	8.5



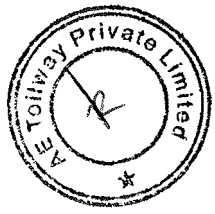


Appendix IV

The details of Service roads

Sl. No.	Existing Chainage (Km)		Width (m)	Length (m)	Remarks
	From	To			
1	200.350	201.400	7.0	2100	Both Side
2	201.400	204.000	4.0 to 4.5	5200	Both Side
3	206.400	207.000	4.0	1200	Both Side
4	215.700	217.800	4.0	4200	Both Side
5	220.600	222.800	4.0	4400	Both Side
6	228.100	228.500	4.0	800	Both Side
7	228.500	228.800	4.0	300	RHS
8	234.800	248.200	4.0	26800	Both Side
9	258.300	262.800	4.0	9000	Both Side
10	287.300	288.300	4.0	2000	Both Side
11	291.000	293.100	4.0	4200	Both Side
12	302.300	304.900	4.0	5200	Both Side
13	309.800	317.200	4.0	14800	Both Side
14	319.500	320.600	4.0	2200	Both Side
Total Length (LHS+RHS) (m)				**82400**	





Appendix V

Inventory of Major Bridges:-

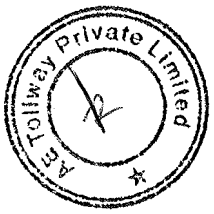
SI. No.	Existing Chainage (km)	Location	Type of Structure		Overall length (m)	Span Arrangement (m)	Width (m)
			Super- structure	Sub-structure			
1	200+000	Left	PSC T-beam girders+PSC Box girder	RCC Wall type	500.04	4x20+6X45.72+1x47.32+1x18.40+4x20	12.00
2	200+000	Right	PSC continuous Box	RCC Wall type	420.04	6X45.72+1x47.32+2x20	8.50

Appendix VI

Details of Rail Over Bridge

SI. No.	Existing Chainage (km)	Location	Type of Structure		Overall length (m)	Span Arrangement (m)	Width (m)
			Super Structure	Sub-structure			
1	218+341	Left	PSC Box girder	RCC Wall type	35.5	1x35.5	13.8
2	218+341	Right	PSC Box girder	RCC Wall type	35.5	1x35.5	13.8
3	264+530	Left	RCC T Beam girder	RCC Wall type	19.52	1x19.52	10.35
4	264+530	Right	RCC T Beam girder	RCC Wall type	19.52	1x19.52	10.35
5	321+457	Left	PSC Girder	RCC Wall type	31.85	1x31.85	11.075
6	321+457	Right	PSC Girder	RCC Wall type	31.85	1x31.85	11.025
7	215+380	Rail Freight Corridor will cross project road. RUB is proposed.					
8	308+560	Rail Freight Corridor will cross project road. RUB is proposed.					
9	315+420	ROB is under construction on Etawah – Mainpuri new BG line.					

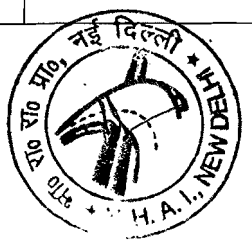


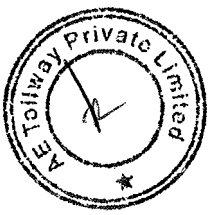


Appendix VII

Details of Elevated Structure/Grade Separator

SI. No.	Existing Chainage (km)	Location	Type of Structure		Overall length (m)	Span Arrangement (m)	Width (m)
			Super-structure	Sub-structure			
1	200+635	Left	PSC T-beam girders+PSC Box girder	RCC Wall type	307.4	1x21.6+5x22.2 +1x42.2+5x22. 2+1x21.6	12.625
2	200+635	Right	PSC T-beam girders+PSC Box girder	RCC Wall type	307.4	1x21.6+5x22.2 +1x42.2+5x22. 2+1x21.6	12.625
3	209.180	Interchange under construction at crossing of Yamuna Expressway. At this location Agra inner ring road will also join.					
4	221+798	Left	PSC T-beam girders+PSC Box girder	RCC Wall type	396.2	2X21.6+14x22. 2+1x42.20	10.65
5	221+798	Right	PSC T-beam girders+PSC Box girder	RCC Wall type	396.2	2X21.6+14x22. 2+1x42.20	10.65
6	239+441	Left	PSC T-beam girders+PSC Box girder	RCC Wall type	989.69	6X22.2+1x32.2 +14x21.89+15x 22.2+1x32.2+6 x21.89+21.29	10.00
7	239+441	Right	PSC T-beam girders+PSC Box girder	RCC Wall type	1035.3	6X23.3+1x40+ 28x23.3+1x40+ 7x23.3	10.00
8	288+941	Greenfield Agra – Lucknow access controlled expressway will cross project road. Fly-over is proposed.					





Appendix VIII

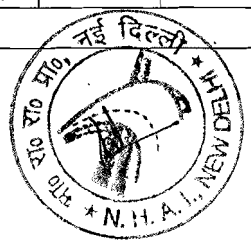
Inventory of Minor Bridges:-

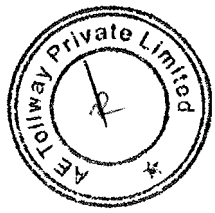
(i) Minor Bridges on Main Carriageway

Sl. No.	Existing Chainage (km)	Location	Type of Structure		Overall length (m)	Span Arrangement (m)	Width (m)
			Super-structure	Sub-structure			
1	204+800	Left	PSC Box girder	RCC Wall type	41.1	1x41.10	13.90
2	204+800	Right	PSC Box girder	RCC Wall type	41.1	1x41.10	13.90
3	214+900	Left	2 Cell Box Cell	RCC Wall type	13.6	2x6.8	13.75
4	214+900	Right	2 Cell Box Cell	RCC Wall type	13.6	2x6.8	13.75
5	227+765	Left	RCC T-Beam	RCC Wall type	13.22	1X13.22	8.20
6	227+765	Right	RCC T-Beam	RCC Wall type	13.22	1X13.22	10.20
7	237+500	Left	Solid slab	RCC Wall type	10.5	1X10.5	10.425
8	237+500	Right	Solid slab	RCC Wall type	10.5	1X10.5	10.425
9	254+900	Left	PSC Box girder	RCC Wall type	36.7	1x36.7	9.10
10	254+900	Right	RCC T Beam girder	RCC Wall type	36.9	3x12.3	8.50
11	257+800	Left	Arch Type	Brick massonary Arch type	21.8	2X10.9	8.50
12	257+800	Right	PSC Box girder	RCC Wall type	31.64	1X31.64	9.10
13	307+160	Left	PSC Box girder	RCC Wall type	39.25	1x39.25	9.10
14	307+160	Right	RCC T Beam girder	RCC Wall type	40.6	1x13.7+13.2 +13.7	8.30
15	309+370	Left	PSC Box girder	RCC Wall type	30.3	1x30.3	10.40
16	309+370	Right	Arch Type	Brick massonary Arch type	21.8	2x10.9	8.50

(ii) Minor Bridge on Service Road

Sl. No.	Existing Chainage (km)	Location	Type of Structure		Overall length (m)	Span Arrangement (m)	Width (m)
			Super-structure	Sub-structure			
NIL							





Appendix IX

Details Underpasses

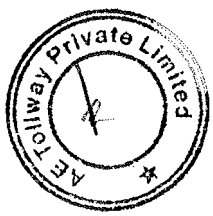
(i) Vehicular Underpasses

Sl. No.	Existing Chainage (km)	Location	Clear Span(m)	Width (m)
1	312+234	Left	1x7	12.225
2	312+234	Right	1x7	12.225
3	314+214	Left	1x7	12.225
4	314+214	Right	1x7	12.225
5	316+816	Left	1x12	12.225
6	316+816	Right	1x12	12.225
7	318+516	Left	1x10	12.225
8	318+516	Right	1x10	12.225
9	319+200	Left	1x7	12.225
10	319+200	Right	1x7	12.225
11	319+937	Left	1x21	12.225
12	319+937	Right	1x21	12.225
13	320+208	Left	1x10	12.225
14	320+208	Right	1x10	12.225

(ii) Pedestrian Underpasses

Sl. No.	Existing Chainage (km)	Location	Clear Span (m)	Vertical clearance (m)	Width (m)
1	310+231	Left	1x7	4.3	12.225
2	310+231	Right	1x7	4.3	12.225
3	321+315	Left	1x7	2.5	12.225
4	321+315	Right	1x7	2.5	12.225

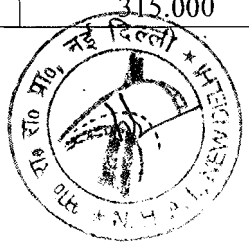


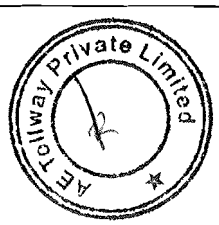


Appendix X

Location of Urban/ Semi-Urban/ Built-Up Sections

Sl. No.	Existing Chainage (Km)		Name of Village
	From	To	
1	200.600	204.000	Agra
2	210.000	211.000	Kuberpur
3	216.000	218.000	Etmadpur
4	220.300	220.800	Mohmadabad
5	221.500	223.000	Tundla
6	228.200	229.000	Hazaratpur
7	230.000	231.000	Asafabad
8	233.000	235.000	Raja Ka Tal
9	235.000	236.000	Ulfat nagar
10	237.000	241.000	Firozabad
11	241.000	242.000	Sayedsanj
12	241.000	242.000	Hazipur
13	243.000	244.000	Fatehabad
14	245.800	246.200	Kaneta
15	247.300	247.500	Dabrai
16	249.800	250.300	Makhanpur
17	258.300	262.700	Shikohabad
18	271.000	278.000	Sirsaganj
19	272.000	273.000	Araon
20	273.000	274.000	Beju
21	276.000	277.000	Karhal
22	278.000	279.000	Karelba
23	282.000	283.000	Gudia tikur
24	284.000	285.000	Dihuli / Barnal
25	287.300	288.300	Kathphori
26	290.600	293.000	Meethepur
27	294.000	295.000	Dholpur Khera
28	299.000	300.000	Kurusena
29	302.300	304.800	Jaswantnagar
30	315.000	323.000	Etawah





Appendix XI

(i) Details of Major Junction:-

Sl. No.	Description	Chainage(Km)	Location	Remarks
1	NH-93 (Agra-Moradabad)	200+635	Agra	Existing Fly-over
2	SH-31 (Tundla-Etah)	221+635	Tundla	Existing Fly-over
3	SH-85 (Shikohabad-Etah)	261+019	Shikohabad	Existing At Grade Junction
4	SH-84 (Shikohabad-Mainpuri)	261+718	Shikohabad	Existing At Grade Junction
5	NH-92 (Bhongaon-Gwalior)	320	Etawah	Existing Fly-over
6	NH-91A (Kannauj-Etawah)	321	Etawah	Existing Fly-over

(ii) Details of Minor Junctions:-

Sl. No.	Existing Chainages (Km)	Side	Leading to
1	200+860	RHS	To Agra City
2	201+200	LHS	To Agra City
3	202+050	LHS / RHS	To Village / To Village Barna
4	202+640	LHS	To Mandi Samiti
5	203+460	LHS	To Aligarh
6	203+781	RHS	To Nunihai
7	204+040	LHS	To Village
8	204+685	LHS	To Village
9	204+930	RHS	To Village
10	205+600	LHS	To Village
11	206+380	RHS	To Village
12	206+610	LHS	To Village
13	206+683	RHS	To Village
14	207+010	LHS	To Village
15	207+550	RHS	To Village
16	208+220	LHS	To Village
17	208+567	RHS	To Village
18	209+710	LHS	To Village
19	210+230	RHS	To Village
20	210+800	LHS / RHS	To Bhagupur / To Village Barna
21	211+928	LHS	To Nawalpur
22	214+080	RHS	To Village
23	214+640	LHS	To Budhiakatal
24	215+740	LHS	To Village
25	216+110	LHS	To Village
26	216+630	LHS	To Barhan
27	216+960	RHS	To Etamadpur
28	216+980	LHS	To Surhara
29	217+100	RHS	To IOCL

Sl. No.	Existing Chainages (Km)	Side	Leading to
30	217+230	RHS	To Village
31	217+600	LHS	To Village
32	217+800	LHS	To Shatarli
33	218+900	RHS	To Village
34	218+950	LHS	To Village
35	219+231	LHS / RHS	To Mahadev / To Nagla Bana
36	219+820	LHS	Mohammadabad
37	219+910	LHS	Mohammadabad
38	220+765	LHS / RHS	Mohammadabad / To Village
39	220+780	RHS	To Nagla Bana
40	221+240	LHS	To Chhitrai
41	221+600	LHS / RHS	To Etah / Tundla Rly Station(Tundla chauraha)
42	222+900	LHS	To Pasai
43	223+475	RHS	To Garhi misri
44	224+380	RHS	To Village
45	224+467	LHS / RHS	To Sicrari / To Niyamat pur
46	224+795	LHS	To Badanpur
47	225+382	LHS	To Village Madavali
48	225+590	RHS	To Village Baaghai
49	225+970	RHS	To Village Baaghai
50	227+320	RHS	To Garhi zafar
51	227+365	LHS	To Village Hazaratpur
52	227+712	RHS	To Gadhi zafar
53	228+270	LHS	To O.E.F Hazaratpur
54	228+806	LHS	To Village Danauli
55	229+193	LHS	To Ussaini Village
56	229+786	RHS	To Nangla khar
57	229+796	LHS	To Ussaini
58	229+876	RHS	To Nangla khar
59	230+040	LHS	To Ussaini
60	230+910	LHS	To Village Ussaini
61	231+055	LHS / RHS	To Bachhu baba ashram / To Raj ka tal
62	231+200	LHS / RHS	To Bondela / To Raja ka tal
63	232+290	LHS / RHS	To Gail / To Raj ka tal
64	233+978	LHS / RHS	To Gail / To Raj ka tal
65	234+000	LHS	To Gail
66	234+010	RHS	To Raj ka tal
67	234+850	RHS	To Puja glass factory
68	234+860	RHS	To Raja ka tal
69	236+322	LHS / RHS	To Lalau village / To moti ka nagla
70	237+072	RHS	Nagla Bhow
71	237+300	LHS	To Village
72	238+020	RHS	To Suhag nagar

Sl. No.	Existing Chainages (Km)	Side	Leading to
73	238+632	RHS	To Sadar bazar main market
74	239+100	LHS / RHS	To Jaleshwar / To Sadar bazar
75	239+900	LHS / RHS	To Santhil ghanta ghar
76	240+907	LHS / RHS	To Naglabari / To Shitalkhan road
77	241+547	LHS / RHS	To Jatavpuri / To Hazipur
78	242+162	LHS / RHS	To Kabristan / To Asrafganj
79	242+722	RHS	To sadarbazar
80	243+157	LHS / RHS	To Bachhu baba ashram / To Fatehabad
81	244+417	LHS	To Modh
82	245+600	LHS	To Rasidpur
83	246+302	LHS	To Village
84	246+952	RHS	To Village Dabrai
85	247+070	LHS	To Court
86	247+392	LHS	To D.M Office
87	247+987	LHS	To Police line
88	248+182	RHS	To Matsena
89	248+382	RHS	To Vijay pura
90	248+482	LHS	To Nagla mausi
91	248+839	RHS	To Makhan pur
92	249+967	LHS / RHS	To Khairgarh / To Makhanpur
93	250+272	LHS / RHS	To Arai / To Makhanpur
94	250+923	LHS	To Village road
95	251+733	RHS	To Village road
96	253+215	LHS	To Village road
97	253+573	RHS	To Village road
98	254+333	RHS	To Village road
99	255+350	RHS	To Village road
100	255+381	LHS	To Vikash Ashram
101	255+463	LHS	To Village road
102	257+259	LHS / RHS	To Village road / To Village road
103	257+823	LHS	To Village road
104	257+833	RHS	To Village road
105	258+048	LHS	To Balaji Temple
106	258+483	RHS	To Village road
107	258+730	RHS	To Village road
108	259+333	RHS	To Subash tiraha/ To Bateshwar
109	259+803	LHS / RHS	To Kutcha road / To Kutcha road
110	259+941	LHS / RHS	To Pratappur / To Minor road / Juctions
111	260+113	RHS	To Kutcha road
112	260+513	LHS	To Kutcha road
113	260+633	LHS	To Kutcha road
114	260+748	LHS	Minor road junction
115	261+019	LHS / RHS	Eata chauraha junction
116	261+718	LHS / RHS	Mainpuri / Shikohabad / Mainpuri chowraha

Sl. No.	Existing Chainages (Km)	Side	Leading to
			juction
117	261+913	RHS	To Kutcha road
118	262+059	RHS	Minor road junction
119	262+373	LHS / RHS	To Kutcha road / To Kutcha road
120	265+261	RHS	To Village road
121	265+443	LHS	To Kutcha road
122	266+330	RHS	To Village road
123	266+455	LHS	To Village road
124	267+192	LHS	To Village road
125	268+569	RHS	To Village road
126	268+828	LHS	To Village road
127	269+006	RHS	To Village road
128	269+029	LHS	To Village road
129	270+213	LHS	To Village road
130	270+218	RHS	To Village road
131	270+463	LHS	To Village road
132	270+548	RHS	To Sirsagunj city
133	271+113	LHS	To Village road
134	271+715	LHS / RHS	To Village road / To Village road
135	272+687	LHS / RHS	To Araon/mainpuri / To Sirsaganj
136	273+561	LHS / RHS	To Begu / To Sirsaganj
137	274+056	LHS / RHS	To Village road / To Village road
138	274+793	LHS / RHS	To Village road / To Village road
139	275+308	LHS / RHS	To Village road / To Village road
140	275+850	LHS	To Village road
141	276+175	LHS / RHS	To Karhal / To sirsaganj
142	277+200	RHS	To Village road
143	278+233	RHS	To Sirsaganj Bypass
144	278+382	LHS	To Karelba
145	278+814	RHS	To Village road
146	279+383	LHS	To Kutcha road
147	279+443	LHS	To Village road
148	279+603	RHS	To Village road
149	280+373	RHS	To Village road
150	280+413	LHS	To Village road
151	281+789	RHS	To Village road
152	282+706	LHS	To Gundia Tikur
153	282+300	LHS	To Village road
154	282+893	RHS	To Ukhrand
155	284+049	LHS / RHS	To Dihuli / To Ukhrand
156	284+493	RHS	To Ukhrand
157	285+423	RHS	To Binai
158	285+856	RHS	To Village road
159	286+113	LHS	To Village road

Sl. No.	Existing Chainages (Km)	Side	Leading to
160	286+888	RHS	To Village road
161	287+123	LHS / RHS	To Village road / To Village road
162	287+673	RHS	To Kathphori
163	287+988	RHS	To Village road
164	288+313	RHS	To Village road
165	288+813	LHS	To Village road
166	288+923	RHS	To Village road
167	289+150	RHS	To Village road
168	289+473	RHS	To Village road
169	289+513	LHS	To Village road
170	289+878	RHS	To Village road
171	290+800	LHS	To Village road
172	290+826	RHS	To Village road
173	291+326	RHS	To Village road
174	292+026	LHS	To Village road
175	292+131	RHS	To Village road
176	292+833	LHS	To Kutcha road
177	293+134	RHS	To Village road
178	293+238	LHS	To Village road
179	293+786	RHS	To Village road
180	294+646	LHS / RHS	To Village road / To Dholpur Khera
181	295+603	RHS	To Village road
182	296+294	LHS	To Kutcha road
183	297+353	RHS	To Village road
184	297+918	LHS	To Village road
185	298+103	RHS	To Village road
186	297+900	RHS	To Village road
187	297+950	RHS	To Village road
188	298+506	LHS	To Village road
189	298+663	RHS	To Village road
190	298+795	LHS	To Village road
191	299+309	LHS	To Village road
192	299+855	LHS	To Village road
193	299+882	RHS	To Village road
194	301+428	RHS	To Jaswantnagar
195	301+718	LHS	To Bhabalpur
196	302+601	RHS	To Village road
197	302+710	LHS / RHS	To saifi / To Jaswantnagar
198	302+800	LHS	To Village road
199	303+333	LHS / RHS	To Chamara / To Yamuna Ghat
200	304+855	RHS	To Village road
201	305+120	LHS	To Bedpura
202	305+203	RHS	To Village road
203	306+700	RHS	To Village road

Sl. No.	Existing Chainages (Km)	Side	Leading to
204	307+724	LHS	To Village road
205	307+759	RHS	To Village road
206	309+338	LHS	To Bhaisroi
207	309+700	RHS	Etawah city
208	314+394	LHS	Nagla peer kutcha track
209	316+816	LHS / RHS	Mainpuri / Etawah / MDR57 Mainpuri Etawah Vehicular overpass
210	318+516	LHS / RHS	Mainpuri / Etawah / Mainpuri Etawah Vehicular overpass
211	319+200	LHS / RHS	Usrra adda overpass
212	319+936	LHS / RHS	Farukhabad overpass / Gwalior
213	320+208	LHS / RHS	Etawah Bharthna road overpass
214	321+315	LHS / RHS	Etawah Bharthna road overpass
215	322+970	RHS	To Village road
216	323+124	LHS	To Etawah(Gwalior)
217	323+470	RHS	To Manikpur

13. Total number of Structures

The total number of Structures on the Site is noted below:

(a)	No. of Major Bridges	-	01
(b)	No. of Railway Over Bridges	-	03
(c)	No. of Grade Separators	-	03
(d)	No. of Minor Bridges	-	08
(e)	No. of Vehicular Under Pass	-	07
(f)	No. of Pedestrian Under Pass	-	02
(g)	No. of Box/Slab Culverts	-	105
(h)	No. of Pipe Culverts	-	107

14. Bus-bays and Truck Lay byes

The total number of bus bays and truck lay byes on the Project Highway is noted below:

a)	No. of Bus bays on LHS	-	NIL
b)	No. of Bus bays on RHS	-	NIL
c)	No. of Truck lay-byes on LHS	-	01 (km 270.000 to km 271.000)
d)	No. of Truck lay-byes on RHS	-	NIL

15. Permanent Bridge, Bye Pass or Tunnel costing Rs 50 crore or more

The site includes the following permanent bridge/ bypass/ tunnel which was constructed at the cost noted below:

S.No	Type of Structure	Existing Chainage (Km)		Length
		Start Km	End Km	
NIL				

SCHEDULE – B

(See clause 2.1)

DEVELOPMENT OF THE PROJECT HIGHWAY

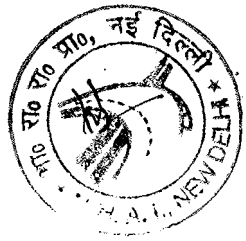
1 Development of the Project Highway

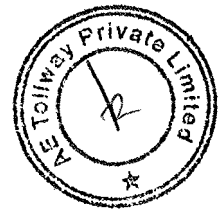
Development of the Project Highway shall include construction of the Project Highway as described in this **Schedule-B** and in **Schedule-C**.

2. Six-Laning

2.1 Six-Laning shall include the Six-Lane Project Highway as described in Annex-I of this **Schedule-B** and Annex-I of **Schedule-C**.

2.2 Six-Laning shall be completed by the Concessionaire in conformity with the specifications and standards set forth in Annex-I of **Schedule-D**.





ANNEX-I

(Schedule –B)

Description of Six –Laning

1. Width of carriageway

1.1 The paved carriageway width shall be 25 meter in rural sections and 26 meter in built-up/urban sections excluding the median except in following locations.

a) Etmadpur town (from km 215.600 to km 217.700)

b) Tundla town (from km 221.300 to km 222.800)

c) Katphori village (from km 287.300 to km 288.300)

d) Mithepur village (from km 292.000 to km 292.500)

e) Etawah Bypass (from km 309.900 to km 322.600)

1.2 Except as otherwise provided in this agreement, the width of the paved carriageway shall conform to clause 1.1 above.

2. Project Facilities

Project facilities shall be constructed in conformity with Annex-I of **Schedule-C**.

3. Specifications and Standards

The Project Highway shall be constructed in conformity with the Specifications and Standards specified in Annex-I of **Schedule-D**.

4. Other Features of Six laning

4.1 Service Roads and Slip Roads

Service roads and Slip Roads shall be provided in lengths indicated in **Appendix I**

4.2 Entry/Exit ramps and Acceleration/Deceleration lanes

Entry/Exit and Acceleration/Deceleration lanes for entering into or exiting from the six-lane carriageway shall be provided in lengths indicated in **Appendix II**

4.3 Noise Barriers

Noise Barriers shall be provided in lengths indicated in **Appendix III**

4.4 New Utility

Utility shall be provided indicated in **Appendix IV**

4.5 Built up Areas

The locations of built up area along the project highways are indicated in **Appendix V**.

4.6 Bypasses/Elevated Structure

Bypasses to be constructed at locations listed in **Appendix VI**

4.7 Stretches with minimum design Speed

Stretches with minimum design Speed at locations listed in **Appendix VII**

4.8 ROW Details

Proposed ROW Details are given in **Appendix VIII.**

4.9 Type and Width of Median

Type and Width of Median in various stretches are given in **Appendix IX.**

4.10 Vehicular Underpasses

Vehicular underpasses (VUP) of different spans and minimum vertical clearance shall be provided, widened, reconstructed, repaired or extended at locations indicated in **Appendix X.**

4.11 Light Vehicle Underpass &Pedestrian Underpasses

Light Vehicle Underpass (LVP) &Pedestrian Underpasses (PUP) of different spans and minimum vertical clearance shall be provided, widened, reconstructed, repaired or extended at locations indicated in **Appendix XI.**

4.12 Overpasses

Locations and types of Overpasses are given in **Appendix XII.**

4.13 Flyovers

Flyovers of different spans and minimum vertical clearance shall be provided at locations indicated in **Appendix XIII.**

4.14 RCC Retaining Wall/RE Wall

Details of RCC Retaining Wall/RE Wall are given in **Appendix XIV.**

4.15 Metal Crash Barrier

Details of Metal Crash Barrier are given in **Appendix XV.**

4.16 Reaches for raising of existing road

Locations and types of reaches for raising of existing road are given in **Appendix XVI.**

4.17 Pavement

Type of pavement to be adopted in the project stretches are given in **Appendix XVII.**

4.18 Type of Strengthening of Existing Flexible Pavement if not bituminous Overlay

Details as listed in **Appendix XVIII.**

4.19 Stretches to be reconstructed

Details as provided in **Appendix XIX.**

4.20 Minor Bridges

Minor bridges as listed in **Appendix XX** shall be provided, widened, reconstructed, repaired or extended.

4.21 Major Bridges

Major bridges as listed in **Appendix XXI** shall be provided, widened, reconstructed, repaired or extended.

4.22 Culverts

Culverts as listed in **Appendix XXII** shall be provided, widened, reconstructed, repaired or extended.

4.23 Special Structure

Special Structure as listed in **Appendix XXIII.**

4.24 Requirement of reinforced Earth Retaining structures height is more than 10 m.

B. Details as listed in **Appendix XXIV.**

4.25 Requirement of Crash Barriers for existing bridges

C. Details as listed in **Appendix XXV.**

4.26 Rail Over Bridges

Rail Over Bridges as listed in **Appendix XXVI** shall be provided, widened, reconstructed, repaired or extended.

Following points shall be taken care of:

(i) The proposed span arrangements of the ROB are tentative and subject to change as per availability of railway boundaries/requirements of the railways. Any change in the proposed span arrangement shall not be treated as change in scope of work.

(ii) ROB shall be designed, constructed and maintained as per the requirements of Railway authorities. The construction plans shall be prepared in consultation with the concerned railway authority.

(iii) The ROBs shall be constructed and maintained by the concessionaire under supervision of the Railways.

(iv) All charges payable to the Railways like P&E, D&O, Capitalized maintenance, etc shall be borne by the Concessionaire.

4.27 Measures for Protecting Structures in marine environment

D. Details as listed in **Appendix XXVII.**

4.28 Slope protection

The side slope shall be protected by using suitable slope protection measures wherever required along the present highway.

4.29 Rainwater Harvesting

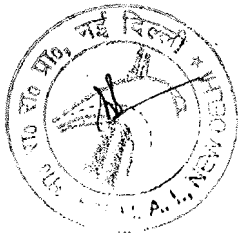
As per Ministry of Environment and Forests Notification, New Delhi dated 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 6.11.2000), the construction of Rain water, Harvesting structure is mandatory in and around Water Crisis area, notified by the Central Ground Water Board.

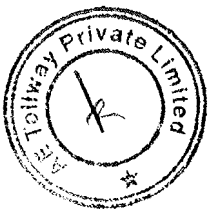
4.30 Special Requirements for Hill Roads

The Entire Project Highway is passing though plain terrain. The locations of climbing lane are given in **Appendix XXVIII.** The details of locations, where road is to be taken through tunnel are given in **Appendix B XXIX.**

4.31 Junctions

The details of Major and Minor junctions are given in **Appendix XXX.**





Appendix - I

Location of Service Road and Slip Road

A. New Service Road

Sl. No.	Chainage (km)		Width (m)	Length (m)	Remarks
	From	To			
1	205.400	206.400	7	2000	Both Sides
2	207.000	210.450	7	6900	Both Sides
3	211.100	215.700	7	9200	Both Sides
4	218.700	220.600	7	3800	Both Sides
5	222.800	224.650	7	3700	Both Sides
6	225.275	228.100	7	5650	Both Sides
7	228.500	228.800	7	300	LHS
8	228.800	231.400	7	5200	Both Sides
9	231.400	232.620	7	2440	Both Sides
10	257.750	258.300	7	1100	Both Sides
11	289.300	289.650	7	700	Both Sides
12	290.700	291.000	7	600	Both Sides
13	317.200	319.500	7	4600	Both Sides
14	320.600	321.350	7	1500	Both Sides

Total Length (LHS+RHS) = 47,690m

B. New Slip Road

Sl. No.	Chainage (km)		Width (m)	Length (m)	Remarks
	From	To			
1	204.000	204.150	7	300	Both Sides
2	204.625	204.775	7	150	LHS
3	204.840	204.990	7	150	RHS
4	210.450	211.100	7	1300	Both Sides
5	217.800	217.900	7	100	LHS
6	0.000	0.350	7	700	Both Sides
7	3.000	3.750	7	1500	Both Sides
8	4.350	5.050	7	1400	Both Sides
9	7.300	8.000	7	1400	Both Sides
10	17.350	18.100	7	1500	Both Sides
11	19.900	20.250	7	700	Both Sides
12	252.300	252.600	7	600	Both Sides
13	253.140	253.290	7	150	LHS
14	253.498	253.648	7	150	RHS
15	254.258	254.408	7	150	RHS
16	255.275	255.425	7	150	RHS
17	255.306	255.538	7	232	LHS
18	257.184	257.334	7	300	Both Sides
19	265.180	265.330	7	150	RHS

Sl. No.	Chainage (km)		Width (m)	Length (m)	Remarks
	From	To			
20	265.368	265.518	7	150	LHS
21	266.255	266.405	7	150	RHS
22	266.380	266.530	7	150	LHS
23	267.115	267.265	7	150	LHS
24	268.495	268.645	7	150	RHS
25	268.754	269.104	7	350	LHS
26	268.931	269.081	7	150	RHS
27	270.143	270.623	7	480	RHS
28	271.500	271.950	7	900	Both Sides
29	272.612	272.762	7	300	Both Sides
30	273.210	273.910	7	1400	Both Sides
31	273.910	274.131	7	442	Both Sides
32	274.600	274.950	7	700	Both Sides
33	275.233	275.383	7	300	Both Sides
34	275.800	276.100	7	300	LHS
35	276.100	276.250	7	300	Both Sides
36	277.125	277.275	7	150	RHS
37	278.158	278.308	7	150	RHS
38	278.307	278.457	7	150	LHS
39	278.740	278.890	7	150	RHS
40	279.310	279.950	7	1280	Both Sides
41	280.298	280.448	7	300	Both Sides
42	281.715	281.865	7	150	RHS
43	282.225	282.375	7	150	LHS
44	282.525	282.781	7	256	LHS
45	282.818	282.968	7	150	RHS
46	284.000	284.900	7	1800	Both Sides
47	285.785	285.935	7	150	RHS
48	286.035	286.185	7	150	LHS
49	286.850	287.050	7	200	LHS
50	287.050	287.300	7	500	Both Sides
51	288.745	288.895	7	150	LHS
52	288.850	289.000	7	150	RHS
53	293.100	293.350	7	250	LHS
54	293.711	293.861	7	150	RHS
55	294.300	295.000	7	1400	Both Sides
56	295.528	295.678	7	150	RHS
57	296.219	296.369	7	150	LHS
58	297.278	297.428	7	150	RHS
59	297.428	297.875	7	447	LHS
60	297.875	298.250	7	750	Both Sides
61	298.595	298.745	7	150	RHS

Sl. No.	Chainage (km)		Width (m)	Length (m)	Remarks
	From	To			
62	298.725	298.875	7	150	LHS
63	299.750	299.900	7	300	Both Sides
64	301.353	301.503	7	150	RHS
65	301.643	301.793	7	150	LHS
66	305.045	305.195	7	150	LHS
67	305.128	305.278	7	150	RHS
68	306.625	306.775	7	150	RHS
69	307.649	307.799	7	150	LHS
70	307.684	307.834	7	150	RHS
71	309.263	309.413	7	150	LHS
72	309.625	309.800	7	175	RHS
73	322.715	323.525	7	1620	Both Sides

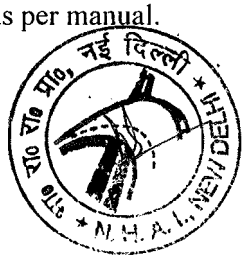
Total Length (LHS+RHS) = 30,482m

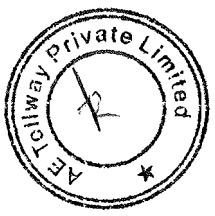
C. **Existing:** -Existing service roads/Slip roads are to be widened/rehabilitated/strengthened as per Manual and site condition.

Sl. No.	Chainage (km)		Width (m)	Length (m)	Remarks
	From	To			
1	200.350	201.400	7	2100	Both Sides
2	201.400	204.000	5.5	5200	Both Sides
3	206.400	207.000	5.5	1200	Both Sides
4	215.700	217.800	5.5	4200	Both Sides
5	220.600	222.800	5.5	4400	Both Sides
6	228.100	228.500	7	800	Both Sides
7	228.500	228.800	7	300	RHS
8	258.300	262.800	7	9000	Both Sides
9	287.300	288.300	5.5	2000	Both Sides
10	291.000	293.100	5.5	4200	Both Sides
11	302.300	304.900	7	5200	Both Sides
12	309.800	317.200	7	14800	Both Sides
13	319.500	320.600	7	2200	Both Sides

Total Length (LHS+RHS) = 55,600m

The above chainages of slip/service roads does not include the taper portion. The taper portion shall be designed as per manual.





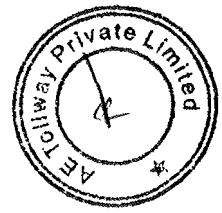
Appendix – II

Entry/Exit ramps

Entry/Exit locations to Flyovers, VUPs, PUPs, Slip Roads and Service Roads should be provided at the start and end of approaches as per requirement.

The locations shall be at the start or at the end of the service/slip roads as per appendix-I of schedule-B. However, the final locations shall be finalized in consultation with NHAI and Independent Engineer. The design of the entry/exit shall be as per manual.





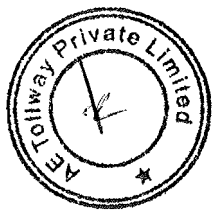
Appendix – III

Details of Proposed Noise Barriers

Sl. No.	Chainages (Km)		Length (m)	Side
	From	To		
1	200+480	200+790	620	Both Side
2	221+590	222+000	820	Both Side
3	259+220	259+440	440	Both Side
4	260+970	261+070	200	Both Side
5	261+670	261+770	200	Both Side
6	303+160	303+560	800	Both Side
Total Length (m)			**3080**	

Note: - Location and length of Noise Barrier may change according to site conditions or as directed by Independent Engineer.





Appendix – IV

Details of Proposed Utility

Sl. No.	Chainages (Km)	Type	Side
NIL			

Appendix V

Built up Areas/Urban Sections

Sl. No.	Chainage (Km)		Length (Km)	Name of Village/Town
	From	To		
1	200.600	204.000	3.400	Agra
2	210.000	211.000	1.000	Kuberpur
3	216.000	218.000	2.000	Etmadpur
4	220.300	220.800	0.500	Mohmadabad
5	221.500	223.000	1.500	Tundla
6	228.200	229.000	0.800	Hazaratpur
7	230.000	231.000	1.000	Asafabad
8	258.300	262.700	4.400	Shikohabad
9	271.000	272.000	1.000	Sirsaganj
10	272.000	273.000	1.000	Araon
11	273.000	274.000	1.000	Beju
12	276.000	277.000	1.000	Karhal
13	278.000	279.000	1.000	Karelba
14	282.000	283.000	1.000	Gudiatikur
15	284.000	285.000	1.000	Dihuli / Barnal
16	287.300	288.300	1.000	Kathphori
17	290.600	293.000	2.400	Meethepur
18	294.000	295.000	1.000	DholpurKhera
19	299.000	300.000	1.000	Kurusena
20	302.300	304.800	2.500	Jaswantnagar
21	315.000	323.000	8.000	Etawah
Total Length (Km)			**37.5**	





Appendix VI

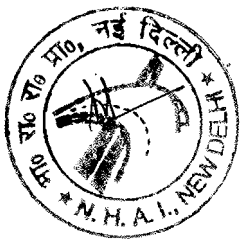
Location of Bypasses/Elevated Structure

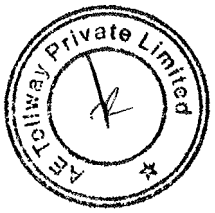
A. By-pass shall be constructed at the following location:-

Name of the Bypass	Existing Chainage (Km)		Design Chainage (Km)		Length (km)
	From	To	From	To	
Firozabad (NH-2)	232.620	252.250	0.000	20.250	20.250

E. Elevated Structure

Type of Structure	Existing Chainage (Km)		Length (km)
	From	To	
NIL			



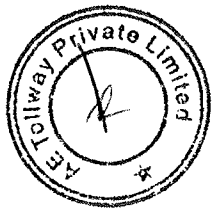


Appendix VII

Stretches with minimum design Speed

S. No.	Chainage (Km)		Length (m)	Proposed Speed (km/hr)	Remarks
	From	To			
NIL					





Appendix VIII

Proposed ROW Details

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1	199.660	200.380	26	26	0	0	26	26
2	200.380	200.400	24	28	0	0	24	28
3	200.400	200.420	25	27	0	0	25	27
4	200.420	200.440	26	26	0	0	26	26
5	200.440	200.480	27	25	0	0	27	25
6	200.480	200.500	30	22	0	0	30	22
7	200.500	200.520	31	22	0	0	31	22
8	200.520	200.540	31	21	0	0	31	21
9	200.540	200.580	29	23	0	0	29	23
10	200.580	200.620	30	22	0	0	30	22
11	200.620	200.640	31	21	0	0	31	21
12	200.640	200.660	30	22	0	0	30	22
13	200.660	200.680	34	18	0	0	34	18
14	200.680	200.700	32	20	0	0	32	20
15	200.700	200.720	32	21	0	0	32	21
16	200.720	200.740	28	25	0	0	28	25
17	200.740	200.760	26	26	0	0	26	26
18	200.760	200.780	24	28	0	0	24	28
19	200.780	200.800	23	29	0	0	23	29
20	200.800	200.820	20	32	0	0	20	32
21	200.820	200.840	22	30	0	0	22	30
22	200.840	200.900	21	31	0	0	21	31
23	200.900	200.920	24	29	0	0	24	29
24	200.920	200.940	23	29	0	0	23	29
25	200.940	200.960	24	28	0	0	24	28
26	200.960	200.980	26	26	0	0	26	26
27	200.980	201.000	28	25	0	0	28	25
28	201.000	201.020	28	24	0	0	28	24
29	201.020	201.060	29	23	0	0	29	23
30	201.060	201.080	28	24	0	0	28	24
31	201.080	201.100	27	25	0	0	27	25
32	201.100	201.120	26	26	0	0	26	26
33	201.120	201.140	25	27	0	0	25	27
34	201.140	201.160	24	28	0	0	24	28
35	201.160	201.280	23	29	0	0	23	29
36	201.280	201.300	24	28	0	0	24	28
37	201.300	201.320	25	28	0	0	25	28
38	201.320	201.360	25	27	0	0	25	27
39	201.360	201.520	26	26	0	0	26	26
40	201.520	201.760	25	27	0	0	25	27
41	201.760	201.825	26	26	0	0	26	26
42	201.825	201.940	26	26	0	0	26	26
43	201.940	202.200	27	25	0	0	27	25
44	202.200	202.220	27	26	0	0	27	26
45	202.220	202.275	26	26	0	0	26	26
46	202.275	202.360	26	26	0	0	26	26

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Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
47	202.360	202.380	27	26	0	0	27	26
48	202.380	202.760	26	26	0	0	26	26
49	202.760	202.960	27	25	0	0	27	25
50	202.960	202.980	26	26	0	0	26	26
51	202.980	203.060	27	25	0	0	27	25
52	203.060	203.140	26	26	0	0	26	26
53	203.140	203.160	27	25	0	0	27	25
54	203.160	203.240	26	26	0	0	26	26
55	203.240	203.420	25	27	0	0	25	27
56	203.420	203.460	25	27	0	0	25	27
57	203.460	203.480	26	27	0	0	26	27
58	203.480	203.680	26	26	2	2	28	28
59	203.680	203.700	24	26	4	2	28	28
60	203.700	203.720	23	35	5	0	28	35
61	203.720	203.740	24	35	4	0	28	35
62	203.740	203.780	23	35	5	0	28	35
63	203.780	203.800	16	35	12	0	28	35
64	203.800	203.840	15	38	13	0	28	38
65	203.840	203.860	14	39	14	0	28	39
66	203.860	203.880	16	38	12	0	28	38
67	203.880	203.900	19	34	9	0	28	34
68	203.900	203.920	22	32	6	0	28	32
69	203.920	203.940	25	29	3	0	28	29
70	203.940	203.960	27	26	1	2	28	28
71	203.960	203.980	30	24	0	4	30	28
72	203.980	204.000	33	24	0	4	33	28
73	204.000	204.020	35	23	0	5	35	28
74	204.020	204.040	36	22	0	6	36	28
75	204.040	204.100	36	21	0	7	36	28
76	204.100	204.120	35	23	0	5	35	28
77	204.120	204.140	34	23	0	5	34	28
78	204.140	204.160	33	25	0	0	33	25
79	204.160	204.180	31	26	0	0	31	26
80	204.180	204.200	29	28	0	0	29	28
81	204.200	204.220	27	31	0	0	27	31
82	204.220	204.260	26	32	0	0	26	32
83	204.260	204.280	27	31	0	0	27	31
84	204.280	204.300	28	29	0	0	28	29
85	204.300	204.320	29	28	0	0	29	28
86	204.320	204.340	30	27	0	0	30	27
87	204.340	204.360	31	26	0	0	31	26
88	204.360	204.520	32	25	0	0	32	25
89	204.520	204.560	33	24	0	0	33	24
90	204.560	204.580	35	22	0	0	35	22
91	204.580	204.600	37	21	0	0	37	21
92	204.600	204.680	38	20	0	0	38	20
93	204.680	205.400	19	19	0	0	19	19
94	205.400	205.660	19	19	10	10	29	29
95	205.660	205.680	17	21	12	8	29	29

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
96	205.680	205.700	20	27	9	2	29	29
97	205.700	205.720	19	29	10	0	29	29
98	205.720	205.760	18	29	11	0	29	29
99	205.760	205.780	19	29	10	0	29	29
100	205.780	205.800	14	35	15	0	29	35
101	205.800	205.820	15	34	14	0	29	34
102	205.820	205.840	16	33	13	0	29	33
103	205.840	205.860	16	32	13	0	29	32
104	205.860	205.880	17	32	12	0	29	32
105	205.880	205.900	18	32	11	0	29	32
106	205.900	205.920	18	31	11	0	29	31
107	205.920	205.940	19	31	10	0	29	31
108	205.940	205.960	19	30	10	0	29	30
109	205.960	206.000	20	30	9	0	29	30
110	206.000	206.020	19	31	10	0	29	31
111	206.020	206.040	17	32	12	0	29	32
112	206.040	206.060	16	33	13	0	29	33
113	206.060	206.080	16	34	13	0	29	34
114	206.080	206.100	14	35	15	0	29	35
115	206.100	206.120	13	36	16	0	29	36
116	206.120	206.140	12	37	17	0	29	37
117	206.140	206.180	12	38	17	0	29	38
118	206.180	206.220	11	38	18	0	29	38
119	206.220	206.260	11	39	18	0	29	39
120	206.260	206.280	12	37	17	0	29	37
121	206.280	206.300	14	35	15	0	29	35
122	206.300	206.320	15	33	14	0	29	33
123	206.320	206.340	17	31	12	0	29	31
124	206.340	206.360	19	29	10	0	29	29
125	206.360	206.380	21	27	8	2	29	29
126	206.380	206.400	23	25	6	4	29	29
127	206.400	206.420	24	24	5	5	29	29
128	206.420	206.435	25	23	4	6	29	29
129	206.435	206.480	25	23	3	5	28	28
130	206.480	206.500	25	24	3	4	28	28
131	206.500	206.520	24	24	4	4	28	28
132	206.520	206.540	23	25	5	3	28	28
133	206.540	206.560	22	26	6	2	28	28
134	206.560	206.580	22	27	6	1	28	28
135	206.580	206.600	21	27	7	1	28	28
136	206.600	206.620	22	27	6	1	28	28
137	206.620	206.640	22	26	6	2	28	28
138	206.640	206.660	23	25	5	3	28	28
139	206.660	206.680	24	24	4	4	28	28
140	206.680	206.700	28	26	0	2	28	28
141	206.700	206.720	29	26	0	2	29	28
142	206.720	206.780	29	25	0	3	29	28
143	206.780	206.820	29	22	0	6	29	28
144	206.820	206.840	28	23	0	5	28	28

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
145	206.840	206.860	27	23	1	5	28	28
146	206.860	206.880	27	24	1	4	28	28
147	206.880	206.900	26	25	3	4	29	29
148	206.900	206.920	25	25	4	4	29	29
149	206.920	206.940	25	26	4	3	29	29
150	206.940	206.960	24	26	5	3	29	29
151	206.960	206.980	24	27	5	2	29	29
152	206.980	207.020	23	27	6	2	29	29
153	207.020	207.040	23	28	6	1	29	29
154	207.040	207.120	22	28	7	1	29	29
155	207.120	207.180	22	29	7	0	29	29
156	207.180	207.260	19	33	10	0	29	33
157	207.260	207.280	19	32	10	0	29	32
158	207.280	207.300	19	33	10	0	29	33
159	207.300	207.320	19	32	10	0	29	32
160	207.320	207.420	20	32	9	0	29	32
161	207.420	207.440	20	31	9	0	29	31
162	207.440	207.520	20	32	9	0	29	32
163	207.520	207.540	20	31	9	0	29	31
164	207.540	207.580	20	32	9	0	29	32
165	207.580	207.600	20	31	9	0	29	31
166	207.600	207.620	21	31	8	0	29	31
167	207.620	207.720	20	31	9	0	29	31
168	207.720	207.760	21	31	8	0	29	31
169	207.760	207.780	21	30	8	0	29	30
170	207.780	207.800	22	30	7	0	29	30
171	207.800	207.820	22	29	7	0	29	29
172	207.820	207.840	23	29	6	0	29	29
173	207.840	207.860	24	28	5	1	29	29
174	207.860	207.880	25	27	4	2	29	29
175	207.880	207.900	25	26	4	3	29	29
176	207.900	207.920	26	26	3	3	29	29
177	207.920	207.940	26	25	3	4	29	29
178	207.940	207.960	27	25	2	4	29	29
179	207.960	207.980	27	24	2	5	29	29
180	207.980	208.020	27	28	2	1	29	29
181	208.020	208.060	27	29	2	0	29	29
182	208.060	208.080	26	29	3	0	29	29
183	208.080	208.100	22	27	7	2	29	29
184	208.100	208.120	21	28	8	1	29	29
185	208.120	208.140	23	26	6	3	29	29
186	208.140	208.160	19	29	10	0	29	29
187	208.160	208.180	19	30	10	0	29	30
188	208.180	208.200	18	31	11	0	29	31
189	208.200	208.220	17	31	12	0	29	31
190	208.220	208.260	17	32	12	0	29	32
191	208.260	208.355	16	32	13	0	29	32
192	208.355	208.380	16	32	12	0	28	32
193	208.380	208.400	17	32	11	0	28	32

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
194	208.400	208.540	16	32	12	0	28	32
195	208.540	208.580	17	32	11	0	28	32
196	208.580	208.620	17	31	11	0	28	31
197	208.620	208.680	18	31	10	0	28	31
198	208.680	208.740	21	34	7	0	28	34
199	208.740	208.760	21	35	7	0	28	35
200	208.760	208.800	20	35	8	0	28	35
201	208.800	208.820	20	36	9	0	29	36
202	208.820	208.960	19	36	10	0	29	36
203	208.960	209.100	20	36	9	0	29	36
204	209.100	209.120	19	36	10	0	29	36
205	209.120	209.200	19	37	10	0	29	37
206	209.200	209.220	18	37	11	0	29	37
207	209.220	209.320	18	38	11	0	29	38
208	209.320	209.360	18	37	11	0	29	37
209	209.360	209.400	19	37	10	0	29	37
210	209.400	209.500	19	36	10	0	29	36
211	209.500	209.560	19	37	10	0	29	37
212	209.560	209.620	18	37	11	0	29	37
213	209.620	209.680	19	37	10	0	29	37
214	209.680	209.740	17	32	12	0	29	32
215	209.740	209.760	16	33	13	0	29	33
216	209.760	209.800	17	33	12	0	29	33
217	209.800	209.880	16	33	13	0	29	33
218	209.880	210.080	21	24	8	5	29	29
219	210.080	210.100	23	27	6	2	29	29
220	210.100	210.120	22	27	7	2	29	29
221	210.120	210.140	21	28	8	1	29	29
222	210.140	210.160	21	29	7	0	28	29
223	210.160	210.180	20	30	8	0	28	30
224	210.180	210.200	18	31	10	0	28	31
225	210.200	210.240	17	32	11	0	28	32
226	210.240	210.260	16	33	12	0	28	33
227	210.260	210.280	17	32	11	0	28	32
228	210.280	210.300	15	30	13	0	28	30
229	210.300	210.320	16	29	12	0	28	29
230	210.320	210.340	17	28	11	0	28	28
231	210.340	210.360	18	27	10	1	28	28
232	210.360	210.380	19	26	9	2	28	28
233	210.380	210.400	18	38	10	0	28	38
234	210.400	210.600	19	37	9	0	28	37
235	210.600	210.620	20	36	8	0	28	36
236	210.620	210.640	21	35	7	0	28	35
237	210.640	210.660	22	34	6	0	28	34
238	210.660	210.680	23	33	5	0	28	33
239	210.680	210.700	24	30	4	0	28	30
240	210.700	210.720	26	28	2	0	28	28
241	210.720	210.740	27	27	1	1	28	28
242	210.740	210.780	28	26	0	2	28	28

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
243	210.780	210.800	28	19	0	9	28	28
244	210.800	210.820	28	18	0	10	28	28
245	210.820	210.860	28	19	0	9	28	28
246	210.860	210.880	26	20	2	8	28	28
247	210.880	210.900	27	20	1	8	28	28
248	210.900	210.920	26	21	2	7	28	28
249	210.920	210.940	25	22	3	6	28	28
250	210.940	210.960	24	22	4	6	28	28
251	210.960	210.980	24	23	4	5	28	28
252	210.980	211.020	23	23	5	5	28	28
253	211.020	211.060	23	24	5	4	28	28
254	211.060	211.080	23	23	5	5	28	28
255	211.080	211.160	23	24	5	4	28	28
256	211.160	211.280	23	23	6	6	29	29
257	211.280	211.380	24	23	5	6	29	29
258	211.380	211.400	27	17	2	12	29	29
259	211.400	211.460	26	17	3	12	29	29
260	211.460	211.500	26	18	3	11	29	29
261	211.500	211.520	27	17	2	12	29	29
262	211.520	211.560	27	18	2	11	29	29
263	211.560	211.580	25	19	4	10	29	29
264	211.580	211.600	24	19	5	10	29	29
265	211.600	211.620	24	20	5	9	29	29
266	211.620	211.640	23	20	6	9	29	29
267	211.640	211.660	23	21	6	8	29	29
268	211.660	211.680	22	21	7	8	29	29
269	211.680	211.720	22	22	7	7	29	29
270	211.720	211.740	21	22	8	7	29	29
271	211.740	211.920	21	23	7	5	28	28
272	211.920	211.940	20	23	8	5	28	28
273	211.940	211.980	21	23	7	5	28	28
274	211.980	212.080	17	34	11	0	28	34
275	212.080	212.100	18	33	10	0	28	33
276	212.100	212.120	19	32	9	0	28	32
277	212.120	212.140	20	31	8	0	28	31
278	212.140	212.160	21	30	7	0	28	30
279	212.160	212.180	23	29	5	0	28	29
280	212.180	212.200	23	28	6	1	29	29
281	212.200	212.260	24	28	5	1	29	29
282	212.260	212.340	24	27	5	2	29	29
283	212.340	212.420	25	27	4	2	29	29
284	212.420	212.480	25	26	4	3	29	29
285	212.480	212.520	26	26	3	3	29	29
286	212.520	212.540	27	25	2	4	29	29
287	212.540	212.560	26	26	3	3	29	29
288	212.560	212.600	25	26	4	3	29	29
289	212.600	212.620	25	27	4	2	29	29
290	212.620	212.640	25	26	4	3	29	29
291	212.640	212.660	25		4	2	29	29

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
292	212.660	212.680	23	28	6	1	29	29
293	212.680	212.720	24	28	5	1	29	29
294	212.720	212.760	23	28	6	1	29	29
295	212.760	212.800	23	29	6	0	29	29
296	212.800	212.860	22	29	7	0	29	29
297	212.860	212.880	23	29	6	0	29	29
298	212.880	212.920	23	28	6	1	29	29
299	212.920	212.980	24	28	5	1	29	29
300	212.980	213.000	23	28	6	1	29	29
301	213.000	213.120	23	29	6	0	29	29
302	213.120	213.160	23	28	6	1	29	29
303	213.160	213.240	24	28	5	1	29	29
304	213.240	213.420	23	28	6	1	29	29
305	213.420	213.440	24	28	5	1	29	29
306	213.440	213.560	23	28	6	1	29	29
307	213.560	213.580	23	29	6	0	29	29
308	213.580	213.600	23	28	6	1	29	29
309	213.600	213.620	23	29	6	0	29	29
310	213.620	213.660	23	28	6	1	29	29
311	213.660	213.680	24	28	5	1	29	29
312	213.680	213.700	25	26	4	3	29	29
313	213.700	213.780	25	27	4	2	29	29
314	213.780	213.900	24	27	5	2	29	29
315	213.900	213.920	24	28	5	1	29	29
316	213.920	213.960	24	27	5	2	29	29
317	213.960	213.980	24	28	5	1	29	29
318	213.980	214.080	24	27	5	2	29	29
319	214.080	214.320	25	27	4	2	29	29
320	214.320	214.360	25	26	4	3	29	29
321	214.360	214.380	25	27	4	2	29	29
322	214.380	214.400	26	30	3	0	29	30
323	214.400	214.460	26	31	3	0	29	31
324	214.460	214.480	26	30	3	0	29	30
325	214.480	214.580	26	31	3	0	29	31
326	214.580	214.600	22	28	7	1	29	29
327	214.600	214.660	22	27	7	2	29	29
328	214.660	214.680	22	28	7	1	29	29
329	214.680	215.120	26	27	3	2	29	29
330	215.120	215.140	27	26	2	3	29	29
331	215.140	215.180	26	27	3	2	29	29
332	215.180	215.200	27	27	2	2	29	29
333	215.200	215.280	26	27	3	2	29	29
334	215.280	215.380	29	29	0	0	29	29
335	215.300	215.300	29	29	0	0	29	29
336	215.380	215.400	28	30	1	0	29	30
337	215.400	215.420	29	29	0	0	29	29
338	215.420	215.440	28	30	1	0	29	30
339	215.440	215.460	29	30	0	0	29	30
340	215.460	215.500	28	30	1	0	29	30

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Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
341	215.500	215.540	27	31	2	0	29	31
342	215.540	215.560	25	33	4	0	29	33
343	215.560	215.580	24	34	5	0	29	34
344	215.580	215.600	23	35	6	0	29	35
345	215.600	215.680	22	36	0	0	22	36
346	215.680	215.720	18	30	0	0	18	30
347	215.720	215.760	19	29	0	0	19	29
348	215.760	215.820	18	30	0	0	18	30
349	215.820	215.860	17	31	0	0	17	31
350	215.860	215.880	18	30	0	0	18	30
351	215.880	216.060	17	31	0	0	17	31
352	216.060	216.080	18	30	0	0	18	30
353	216.080	216.140	18	17	0	0	18	17
354	216.140	216.220	19	16	0	0	19	16
355	216.220	216.240	18	17	0	0	18	17
356	216.240	216.260	17	18	0	0	17	18
357	216.260	216.280	17	19	0	0	17	19
358	216.280	216.340	16	19	0	0	16	19
359	216.340	216.400	17	18	0	0	17	18
360	216.400	216.420	18	17	0	0	18	17
361	216.420	216.480	17	18	0	0	17	18
362	216.480	216.540	16	19	0	0	16	19
363	216.540	216.680	15	20	0	0	15	20
364	216.680	216.720	16	22	0	0	16	22
365	216.720	216.740	15	22	0	0	15	22
366	216.740	216.780	15	23	0	0	15	23
367	216.780	216.800	17	21	0	0	17	21
368	216.800	216.820	17	20	0	0	17	20
369	216.820	216.840	18	20	0	0	18	20
370	216.840	216.920	17	20	0	0	17	20
371	216.920	216.960	18	20	0	0	18	20
372	216.960	217.000	18	19	0	0	18	19
373	217.000	217.020	18	20	0	0	18	20
374	217.020	217.040	18	19	0	0	18	19
375	217.040	217.080	18	20	0	0	18	20
376	217.080	217.160	18	19	0	0	18	19
377	217.160	217.280	18	20	0	0	18	20
378	217.280	217.320	17	20	0	0	17	20
379	217.320	217.340	18	19	0	0	18	19
380	217.340	217.380	19	19	0	0	19	19
381	217.380	217.420	19	18	0	0	19	18
382	217.420	217.440	19	19	0	0	19	19
383	217.440	217.460	18	19	0	0	18	19
384	217.460	217.480	17	20	0	0	17	20
385	217.480	217.540	17	21	0	0	17	21
386	217.540	217.560	17	20	0	0	17	20
387	217.560	217.600	18	20	0	0	18	20
388	217.600	217.680	18	19	0	0	18	19
389	217.680	217.720	25	25	0	0	25	25

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
390	217.720	217.780	26	24	0	0	26	24
391	217.780	217.800	25	25	0	0	25	25
392	217.800	217.840	26	24	0	0	26	24
393	217.840	217.860	24	26	0	0	24	26
394	217.860	217.920	25	25	0	0	25	25
395	217.920	218.000	24	26	0	0	24	26
396	218.000	218.080	23	27	0	0	23	27
397	218.080	218.120	24	26	0	0	24	26
398	218.120	218.160	25	25	0	0	25	25
399	218.160	218.200	26	24	0	0	26	24
400	218.200	218.220	27	23	0	0	27	23
401	218.220	218.260	28	22	0	0	28	22
402	218.260	218.280	29	21	0	0	29	21
403	218.280	218.300	34	26	0	0	34	26
404	218.300	218.320	35	25	0	0	35	25
405	218.320	218.380	34	26	0	0	34	26
406	218.380	218.400	37	23	0	0	37	23
407	218.400	218.440	35	25	0	0	35	25
408	218.440	218.480	34	26	0	0	34	26
409	218.480	218.500	35	25	0	0	35	25
410	218.500	218.520	34	26	0	0	34	26
411	218.520	218.600	35	25	0	0	35	25
412	218.600	218.680	35	25	0	4	35	29
413	218.680	218.900	30	20	0	9	30	29
414	218.900	218.938	29	21	0	8	29	29
415	218.938	218.940	30	30	0	0	30	30
416	218.940	218.990	34	26	0	3	34	29
417	218.990	219.010	34	27	0	2	34	29
418	219.010	219.060	28	22	1	7	29	29
419	219.060	219.080	27	23	2	6	29	29
420	219.080	219.110	26	24	3	5	29	29
421	219.110	219.160	25	25	4	4	29	29
422	219.160	219.170	24	26	5	3	29	29
423	219.170	219.180	25	26	4	3	29	29
424	219.180	219.200	24	26	5	3	29	29
425	219.200	219.210	25	26	4	3	29	29
426	219.210	219.410	25	25	4	4	29	29
427	219.410	219.420	18	19	11	10	29	29
428	219.420	219.430	19	19	10	10	29	29
429	219.430	219.680	18	19	11	10	29	29
430	219.680	219.700	19	19	10	10	29	29
431	219.700	219.730	19	18	10	11	29	29
432	219.730	219.740	20	18	9	11	29	29
433	219.740	219.750	20	17	9	12	29	29
434	219.750	219.760	21	17	8	12	29	29
435	219.760	219.770	21	16	8	13	29	29
436	219.770	219.790	22	16	7	13	29	29
437	219.790	219.800	23	15	6	14	29	29
438	219.800	219.810	24	14	5	15	29	29

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
439	219.810	219.820	24	13	5	16	29	29
440	219.820	219.860	25	12	4	17	29	29
441	219.860	219.880	25	13	4	16	29	29
442	219.880	219.900	24	13	5	16	29	29
443	219.900	219.910	25	13	4	16	29	29
444	219.910	219.940	25	27	4	2	29	29
445	219.940	219.980	24	28	5	1	29	29
446	219.980	219.990	26	26	3	3	29	29
447	219.990	220.000	26	25	3	4	29	29
448	220.000	220.020	26	25	3	4	29	29
449	220.020	220.040	27	25	2	4	29	29
450	220.040	220.060	26	25	3	4	29	29
451	220.060	220.070	27	25	2	4	29	29
452	220.070	220.110	26	25	3	4	29	29
453	220.110	220.120	26	26	3	3	29	29
454	220.120	220.130	27	26	2	3	29	29
455	220.130	220.170	26	26	3	3	29	29
456	220.170	220.210	26	27	3	2	29	29
457	220.210	220.240	25	27	4	2	29	29
458	220.240	220.260	25	28	4	1	29	29
459	220.260	220.270	24	28	5	1	29	29
460	220.270	220.280	24	29	5	0	29	29
461	220.280	220.300	23	30	6	0	29	30
462	220.300	220.310	23	29	6	0	29	29
463	220.310	220.320	22	31	7	0	29	31
464	220.320	220.330	21	32	8	0	29	32
465	220.330	220.340	20	32	9	0	29	32
466	220.340	220.350	19	33	10	0	29	33
467	220.350	220.360	18	34	11	0	29	34
468	220.360	220.370	17	35	12	0	29	35
469	220.370	220.380	16	36	13	0	29	36
470	220.380	220.390	16	37	13	0	29	37
471	220.390	220.400	15	38	14	0	29	38
472	220.400	220.410	14	39	15	0	29	39
473	220.410	220.420	22	28	7	1	29	29
474	220.420	220.460	22	29	7	0	29	29
475	220.460	220.470	22	28	7	1	29	29
476	220.470	220.480	23	28	6	1	29	29
477	220.480	220.500	23	27	6	2	29	29
478	220.500	220.520	24	27	5	2	29	29
479	220.520	220.540	24	26	5	3	29	29
480	220.540	220.550	25	26	4	3	29	29
481	220.550	220.580	24	26	5	3	29	29
482	220.580	220.590	23	27	6	2	29	29
483	220.590	220.600	24	27	5	2	29	29
484	220.600	220.630	24	27	0	0	24	27
485	220.630	220.660	24	26	0	0	24	26
486	220.660	220.680	24	27	0	0	24	27
487	220.680	220.720	23	27	0	0	23	27

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
488	220.720	220.730	24	27	0	0	24	27
489	220.730	220.740	24	26	0	0	24	26
490	220.740	220.760	25	26	0	0	25	26
491	220.760	220.770	25	25	0	0	25	25
492	220.770	220.790	26	25	0	0	26	25
493	220.790	220.800	26	24	0	0	26	24
494	220.800	220.820	27	24	0	0	27	24
495	220.820	220.830	27	23	0	0	27	23
496	220.830	220.910	28	23	0	0	28	23
497	220.910	220.930	25	24	0	0	25	24
498	220.930	220.970	25	23	0	0	25	23
499	220.970	220.980	24	24	0	0	24	24
500	220.980	221.000	25	24	0	0	25	24
501	221.000	221.010	24	24	0	0	24	24
502	221.010	221.030	24	25	0	0	24	25
503	221.030	221.050	23	25	0	0	23	25
504	221.050	221.060	23	26	0	0	23	26
505	221.060	221.070	22	26	0	0	22	26
506	221.070	221.090	22	27	0	0	22	27
507	221.090	221.160	21	27	0	0	21	27
508	221.160	221.170	22	27	0	0	22	27
509	221.170	221.190	22	26	0	0	22	26
510	221.190	221.200	23	26	0	0	23	26
511	221.200	221.210	24	25	4	3	28	28
512	221.210	221.220	24	24	4	4	28	28
513	221.220	221.240	25	23	3	5	28	28
514	221.240	221.260	26	23	2	5	28	28
515	221.260	221.270	25	23	3	5	28	28
516	221.270	221.280	25	24	3	4	28	28
517	221.280	221.300	24	24	4	4	28	28
518	221.300	221.320	24	25	4	3	28	28
519	221.320	221.350	23	25	5	3	28	28
520	221.350	221.400	23	26	5	2	28	28
521	221.400	221.410	22	27	6	1	28	28
522	221.410	221.470	21	27	7	1	28	28
523	221.470	221.490	21	28	7	0	28	28
524	221.490	221.560	20	28	0	0	20	28
525	221.560	221.570	21	28	0	0	21	28
526	221.570	221.580	21	27	0	0	21	27
527	221.580	221.630	22	27	0	0	22	27
528	221.630	221.650	22	26	0	0	22	26
529	221.650	221.660	22	27	0	0	22	27
530	221.660	221.670	22	26	0	0	22	26
531	221.670	221.690	22	27	0	0	22	27
532	221.690	221.700	21	27	0	0	21	27
533	221.700	221.740	22	27	0	0	22	27
534	221.740	221.770	22	26	0	0	22	26
535	221.770	221.790	23	26	0	0	23	26
536	221.790	221.820	22		0	0	22	26

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Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
537	221.820	221.840	22	27	0	0	22	27
538	221.840	221.860	21	27	0	0	21	27
539	221.860	221.880	22	27	0	0	22	27
540	221.880	221.900	22	26	0	0	22	26
541	221.900	221.910	22	22	6	6	28	28
542	221.910	221.940	17	21	11	7	28	28
543	221.940	221.980	18	21	10	7	28	28
544	221.980	221.990	18	20	10	8	28	28
545	221.990	222.000	18	21	10	7	28	28
546	222.000	222.010	18	25	10	3	28	28
547	222.010	222.020	23	26	5	2	28	28
548	222.020	222.060	22	26	6	2	28	28
549	222.060	222.110	22	27	6	1	28	28
550	222.110	222.120	22	25	6	3	28	28
551	222.120	222.130	20	25	8	3	28	28
552	222.130	222.200	21	25	7	3	28	28
553	222.200	222.280	21	25	8	4	29	29
554	222.280	222.430	21	24	8	5	29	29
555	222.430	222.490	22	24	7	5	29	29
556	222.490	222.610	22	23	7	6	29	29
557	222.610	222.630	31	19	0	10	31	29
558	222.630	222.740	31	20	0	9	31	29
559	222.740	222.770	31	19	0	10	31	29
560	222.770	222.800	32	19	0	10	32	29
561	222.800	222.830	32	19	0	10	32	29
562	222.830	222.860	32	18	0	11	32	29
563	222.860	222.900	33	18	0	11	33	29
564	222.900	222.950	32	18	0	11	32	29
565	222.950	222.980	32	19	0	10	32	29
566	222.980	222.990	31	19	0	10	31	29
567	222.990	223.010	31	20	0	9	31	29
568	223.010	223.020	30	20	0	9	30	29
569	223.020	223.030	30	21	0	8	30	29
570	223.030	223.050	29	21	0	8	29	29
571	223.050	223.060	29	22	0	7	29	29
572	223.060	223.100	28	23	1	6	29	29
573	223.100	223.130	27	23	2	6	29	29
574	223.130	223.140	27	24	2	5	29	29
575	223.140	223.180	26	24	3	5	29	29
576	223.180	223.220	26	25	3	4	29	29
577	223.220	223.250	25	25	4	4	29	29
578	223.250	223.300	25	26	4	3	29	29
579	223.300	223.310	25	25	4	4	29	29
580	223.310	223.380	25	26	4	3	29	29
581	223.380	223.470	25	25	4	4	29	29
582	223.470	223.500	26	25	3	4	29	29
583	223.500	223.510	25	25	4	4	29	29
584	223.510	223.600	24	25	5	4	29	29
585	223.600	223.650	25	25	4	4	29	29

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Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
586	223.650	223.660	24	25	5	4	29	29
587	223.660	223.680	25	25	4	4	29	29
588	223.680	223.690	24	25	5	4	29	29
589	223.690	223.700	25	25	4	4	29	29
590	223.700	223.710	24	25	5	4	29	29
591	223.710	223.750	25	25	4	4	29	29
592	223.750	223.760	25	24	4	5	29	29
593	223.760	223.770	25	25	4	4	29	29
594	223.770	223.790	25	24	4	5	29	29
595	223.790	223.820	25	25	4	4	29	29
596	223.820	223.840	25	24	4	5	29	29
597	223.840	223.930	25	25	4	4	29	29
598	223.930	223.940	24	25	5	4	29	29
599	223.940	223.990	25	25	4	4	29	29
600	223.990	224.000	24	25	5	4	29	29
601	224.000	224.030	25	25	4	4	29	29
602	224.030	224.040	24	25	5	4	29	29
603	224.040	224.050	25	25	4	4	29	29
604	224.050	224.060	24	25	5	4	29	29
605	224.060	224.070	25	25	4	4	29	29
606	224.070	224.090	24	25	5	4	29	29
607	224.090	224.110	25	25	4	4	29	29
608	224.110	224.120	24	25	5	4	29	29
609	224.120	224.130	23	25	6	4	29	29
610	224.130	224.160	24	25	5	4	29	29
611	224.160	224.170	25	25	4	4	29	29
612	224.170	224.180	24	25	5	4	29	29
613	224.180	224.230	25	25	4	4	29	29
614	224.230	224.320	25	24	4	5	29	29
615	224.320	224.340	25	25	4	4	29	29
616	224.340	224.350	25	24	4	5	29	29
617	224.350	224.360	26	23	3	6	29	29
618	224.360	224.390	25	25	4	4	29	29
619	224.390	224.420	25	24	4	5	29	29
620	224.420	224.530	25	25	4	4	29	29
621	224.530	224.610	24	25	5	4	29	29
622	224.610	224.620	25	25	4	4	29	29
623	224.620	224.650	24	25	5	4	29	29
624	224.650	224.660	24	26	0	0	24	26
625	224.660	224.730	24	25	0	0	24	25
626	224.730	224.760	24	26	0	0	24	26
627	224.760	224.770	24	25	0	0	24	25
628	224.770	224.780	23	26	0	0	23	26
629	224.780	224.790	24	25	0	0	24	25
630	224.790	224.910	25	25	0	0	25	25
631	224.910	225.010	24	25	0	0	24	25
632	225.010	225.020	25	25	0	0	25	25
633	225.020	225.040	24	25	0	0	24	25
634	225.040	225.120	25	25	0	0	25	25

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
635	225.120	225.130	24	25	0	0	24	25
636	225.130	225.170	25	25	0	0	25	25
637	225.170	225.180	24	25	0	0	24	25
638	225.180	225.230	25	25	0	0	25	25
639	225.230	225.240	24	25	0	0	24	25
640	225.240	225.360	25	25	4	4	29	29
641	225.360	225.380	24	25	5	4	29	29
642	225.380	225.500	25	25	4	4	29	29
643	225.500	225.520	24	25	5	4	29	29
644	225.520	225.580	25	25	4	4	29	29
645	225.580	225.590	24	25	5	4	29	29
646	225.590	225.610	25	25	4	4	29	29
647	225.610	225.620	24	25	5	4	29	29
648	225.620	225.690	25	25	4	4	29	29
649	225.690	225.740	25	24	4	5	29	29
650	225.740	225.830	25	25	4	4	29	29
651	225.830	225.840	24	25	5	4	29	29
652	225.840	225.970	25	25	4	4	29	29
653	225.970	226.060	24	25	5	4	29	29
654	226.060	226.070	25	25	4	4	29	29
655	226.070	226.080	24	25	5	4	29	29
656	226.080	226.130	25	25	4	4	29	29
657	226.130	226.150	24	25	5	4	29	29
658	226.150	226.260	25	25	4	4	29	29
659	226.260	226.350	25	24	4	5	29	29
660	226.350	226.400	25	25	4	4	29	29
661	226.400	226.410	25	24	4	5	29	29
662	226.410	226.540	25	25	4	4	29	29
663	226.540	226.550	25	24	4	5	29	29
664	226.550	226.570	25	25	4	4	29	29
665	226.570	226.580	24	26	5	3	29	29
666	226.580	226.710	25	25	4	4	29	29
667	226.710	226.750	25	24	4	5	29	29
668	226.750	226.770	26	24	3	5	29	29
669	226.770	226.790	26	23	3	6	29	29
670	226.790	226.810	27	23	2	6	29	29
671	226.810	226.820	27	22	2	7	29	29
672	226.820	226.830	28	22	1	7	29	29
673	226.830	226.850	28	21	1	8	29	29
674	226.850	226.870	29	21	0	8	29	29
675	226.870	226.900	29	20	0	9	29	29
676	226.900	226.910	30	20	0	9	30	29
677	226.910	226.930	26	29	3	0	29	29
678	226.930	226.950	26	28	3	1	29	29
679	226.950	227.270	27	28	2	1	29	29
680	227.270	227.310	27	27	2	2	29	29
681	227.310	227.320	28	27	1	2	29	29
682	227.320	227.380	28	26	1	3	29	29
683	227.380	227.420	28		1	2	29	29

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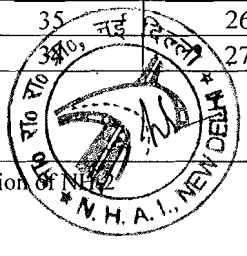
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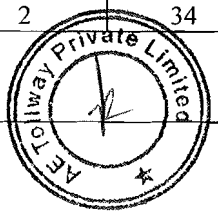
SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
684	227.420	227.430	27	27	2	2	29	29
685	227.430	227.500	28	27	1	2	29	29
686	227.500	227.520	28	26	1	3	29	29
687	227.520	227.540	29	26	0	3	29	29
688	227.540	227.560	29	25	0	4	29	29
689	227.560	227.580	30	25	0	4	30	29
690	227.580	227.590	30	24	0	5	30	29
691	227.590	227.610	31	24	0	5	31	29
692	227.610	227.640	31	23	0	6	31	29
693	227.640	227.660	32	23	0	6	32	29
694	227.660	227.670	31	23	0	6	31	29
695	227.670	227.690	33	22	0	7	33	29
696	227.690	227.710	33	21	0	8	33	29
697	227.710	227.720	37	32	0	0	37	32
698	227.720	227.810	38	32	0	0	38	32
699	227.810	227.820	37	33	0	0	37	33
700	227.820	227.890	38	32	0	0	38	32
701	227.890	227.900	40	30	0	0	40	30
702	227.900	227.920	38	32	0	0	38	32
703	227.920	227.930	37	32	0	0	37	32
704	227.930	227.940	38	32	0	0	38	32
705	227.940	227.950	37	33	0	0	37	33
706	227.950	227.960	38	32	0	0	38	32
707	227.960	227.970	37	32	0	0	37	32
708	227.970	228.010	37	33	0	0	37	33
709	228.010	228.020	33	30	0	0	33	30
710	228.020	228.040	32	30	0	0	32	30
711	228.040	228.060	32	31	0	0	32	31
712	228.060	228.070	31	31	0	0	31	31
713	228.070	228.090	30	32	0	0	30	32
714	228.090	228.100	30	33	0	0	30	33
715	228.100	228.110	29	33	0	0	29	33
716	228.110	228.120	29	34	0	0	29	34
717	228.120	228.140	28	34	1	0	29	34
718	228.140	228.170	28	35	1	0	29	35
719	228.170	228.210	27	35	2	0	29	35
720	228.210	228.230	25	33	4	0	29	33
721	228.230	228.270	24	33	5	0	29	33
722	228.270	228.280	25	32	4	0	29	32
723	228.280	228.300	24	34	5	0	29	34
724	228.300	228.310	24	33	5	0	29	33
725	228.310	228.410	25	32	4	0	29	32
726	228.410	228.510	23	26	6	3	29	29
727	228.510	228.530	29	32	0	0	29	32
728	228.530	228.560	29	33	0	0	29	33
729	228.560	228.590	29	32	0	0	29	32
730	228.590	228.600	29	33	0	0	29	33
731	228.600	228.830	29	32	0	0	29	32
732	228.830	228.870	30	32	0	0	30	32

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
733	228.870	228.880	29	32	0	0	29	32
734	228.880	228.910	30	32	0	0	30	32
735	228.910	228.930	30	31	0	0	30	31
736	228.930	228.990	31	31	0	0	31	31
737	228.990	229.010	31	30	0	0	31	30
738	229.010	229.030	29	28	0	1	29	29
739	229.030	229.080	30	27	0	2	30	29
740	229.080	229.110	31	26	0	3	31	29
741	229.110	229.120	32	26	0	3	32	29
742	229.120	229.140	31	26	0	3	31	29
743	229.140	229.200	32	25	0	4	32	29
744	229.200	229.210	33	25	0	4	33	29
745	229.210	229.220	26	26	3	3	29	29
746	229.220	229.230	26	27	3	2	29	29
747	229.230	229.250	25	27	4	2	29	29
748	229.250	229.360	26	27	3	2	29	29
749	229.360	229.370	26	26	3	3	29	29
750	229.370	229.380	26	27	3	2	29	29
751	229.380	229.420	26	26	3	3	29	29
752	229.420	229.430	25	27	4	2	29	29
753	229.430	229.460	26	26	3	3	29	29
754	229.460	229.470	26	27	3	2	29	29
755	229.470	229.480	25	27	4	2	29	29
756	229.480	229.490	26	27	3	2	29	29
757	229.490	229.510	26	26	3	3	29	29
758	229.510	229.520	26	27	3	2	29	29
759	229.520	229.530	25	27	4	2	29	29
760	229.530	229.540	26	27	3	2	29	29
761	229.540	229.560	25	27	4	2	29	29
762	229.560	229.580	26	27	3	2	29	29
763	229.580	229.650	25	27	4	2	29	29
764	229.650	229.660	25	28	4	1	29	29
765	229.660	229.710	24	28	5	1	29	29
766	229.710	229.740	24	29	5	0	29	29
767	229.740	229.780	23	29	6	0	29	29
768	229.780	229.820	22	30	7	0	29	30
769	229.820	229.860	21	31	8	0	29	31
770	229.860	229.890	20	32	9	0	29	32
771	229.890	229.900	20	33	9	0	29	33
772	229.900	229.920	19	33	10	0	29	33
773	229.920	229.960	18	34	11	0	29	34
774	229.960	229.980	18	35	11	0	29	35
775	229.980	230.000	17	35	12	0	29	35
776	230.000	230.010	17	36	12	0	29	36
777	230.010	230.020	20	32	9	0	29	32
778	230.020	230.040	27	32	2	0	29	32
779	230.040	230.100	26	33	3	0	29	33
780	230.100	230.110	26	34	3	0	29	34
781	230.110	230.160	26	33	3	0	29	33

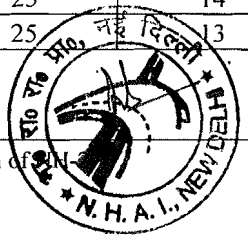
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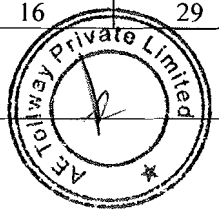
SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
782	230.160	230.210	25	34	4	0	29	34
783	230.210	230.500	26	22	3	7	29	29
784	230.500	230.510	26	23	3	6	29	29
785	230.510	230.530	26	22	3	7	29	29
786	230.530	230.540	26	23	3	6	29	29
787	230.540	230.670	25	23	4	6	29	29
788	230.670	230.680	25	24	4	5	29	29
789	230.680	230.690	23	25	6	4	29	29
790	230.690	230.700	24	24	5	5	29	29
791	230.700	230.710	25	24	4	5	29	29
792	230.710	230.740	25	23	4	6	29	29
793	230.740	230.770	25	24	4	5	29	29
794	230.770	230.800	25	23	4	6	29	29
795	230.800	230.810	25	24	4	5	29	29
796	230.810	230.870	25	23	4	6	29	29
797	230.870	230.890	24	24	5	5	29	29
798	230.890	230.900	23	25	6	4	29	29
799	230.900	230.910	23	25	6	4	29	29
800	230.910	230.920	22	26	7	3	29	29
801	230.920	230.930	21	27	8	2	29	29
802	230.930	230.940	20	28	9	1	29	29
803	230.940	230.950	18	30	11	0	29	30
804	230.950	230.960	16	32	13	0	29	32
805	230.960	230.970	13	35	16	0	29	35
806	230.970	230.980	48	37	0	0	48	37
807	230.980	230.990	47	39	0	0	47	39
808	230.990	231.000	46	41	0	0	46	41
809	231.000	231.010	46	44	0	0	46	44
810	231.010	231.020	45	46	0	0	45	46
811	231.020	231.030	44	48	0	0	44	48
812	231.030	231.040	44	51	0	0	44	51
813	231.040	231.050	43	53	0	0	43	53
814	231.050	231.060	42	56	0	0	42	56
815	231.060	231.070	42	59	0	0	42	59
816	231.070	231.080	47	62	0	0	47	62
817	231.080	231.090	52	66	0	0	52	66
818	231.090	231.100	70	56	0	0	70	56
819	231.100	231.110	61	74	0	0	61	74
820	231.110	231.120	66	78	0	0	66	78
821	231.120	231.140	39	17	0	12	39	29
822	231.140	231.170	39	16	0	13	39	29
823	231.170	231.180	39	17	0	12	39	29
824	231.180	231.190	39	19	0	10	39	29
825	231.190	231.200	39	21	0	8	39	29
826	231.200	231.210	38	22	0	7	38	29
827	231.210	231.220	37	24	0	5	37	29
828	231.220	231.230	36	25	0	4	36	29
829	231.230	231.240	35	26	0	3	35	29
830	231.240	231.250	34	27	0	2	34	29



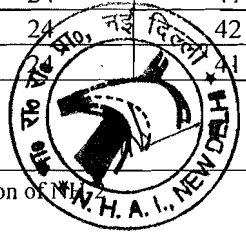


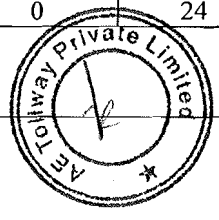
Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
831	231.250	231.260	33	29	0	0	33	29
832	231.260	231.270	32	30	0	0	32	30
833	231.270	231.280	31	31	0	0	31	31
834	231.280	231.290	30	32	0	0	30	32
835	231.290	231.300	29	33	0	0	29	33
836	231.300	231.310	29	34	0	0	29	34
837	231.310	231.320	28	34	1	0	29	34
838	231.320	231.330	27	35	2	0	29	35
839	231.330	231.340	27	36	2	0	29	36
840	231.340	231.350	26	36	3	0	29	36
841	231.350	231.370	26	37	3	0	29	37
842	231.370	231.380	25	36	4	0	29	36
843	231.380	231.400	24	36	5	0	29	36
844	231.400	231.420	23	34	6	0	29	34
845	231.420	231.430	22	33	7	0	29	33
846	231.430	231.440	22	32	7	0	29	32
847	231.440	231.450	21	31	8	0	29	31
848	231.450	231.460	21	30	8	0	29	30
849	231.460	231.470	21	29	8	0	29	29
850	231.470	231.480	21	28	8	1	29	29
851	231.480	231.490	20	27	9	2	29	29
852	231.490	231.500	20	28	9	1	29	29
853	231.500	231.510	20	29	9	0	29	29
854	231.510	231.520	20	30	9	0	29	30
855	231.520	231.530	21	31	8	0	29	31
856	231.530	231.540	21	32	8	0	29	32
857	231.540	231.550	21	33	8	0	29	33
858	231.550	231.560	21	34	8	0	29	34
859	231.560	231.580	22	35	7	0	29	35
860	231.580	231.590	22	36	7	0	29	36
861	231.590	231.610	22	37	7	0	29	37
862	231.610	231.640	22	38	7	0	29	38
863	231.640	231.650	22	39	7	0	29	39
864	231.650	231.660	22	38	7	0	29	38
865	231.660	231.670	22	39	7	0	29	39
866	231.670	231.690	21	40	8	0	29	40
867	231.690	231.700	20	39	9	0	29	39
868	231.700	231.740	20	40	9	0	29	40
869	231.740	231.750	20	39	9	0	29	39
870	231.750	231.780	21	39	8	0	29	39
871	231.780	231.800	21	38	8	0	29	38
872	231.800	231.810	22	13	7	16	29	29
873	231.810	231.870	13	13	16	16	29	29
874	231.870	231.880	23	14	6	15	29	29
875	231.880	231.910	24	14	5	15	29	29
876	231.910	231.950	25	14	4	15	29	29
877	231.950	232.040	26	14	3	15	29	29
878	232.040	232.050	25	14	4	15	29	29
879	232.050	232.060	25	13	4	16	29	29





SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
880	232.060	232.070	24	16	5	13	29	29
881	232.070	232.080	23	20	6	9	29	29
882	232.080	232.090	23	23	6	6	29	29
883	232.090	232.100	23	27	6	2	29	29
884	232.100	232.110	22	31	7	0	29	31
885	232.110	232.270	30	30	0	0	30	30
886	232.270	232.620	30	30	0	0	30	30
887	0.000	20.250	0	0	30	30	30	30
888	252.215	252.333	27	28	1	0	28	28
889	252.333	252.353	26	29	2	0	28	29
890	252.353	252.413	27	28	1	0	28	28
891	252.413	252.473	26	29	2	0	28	29
892	252.473	252.493	27	28	1	0	28	28
893	252.493	252.565	26	29	2	0	28	29
894	252.565	252.713	26	29	0	0	26	29
895	252.713	252.733	25	20	0	3	25	23
896	252.733	252.753	26	29	0	0	26	29
897	252.753	252.893	25	30	0	0	25	30
898	252.893	252.913	26	30	0	0	26	30
899	252.913	252.933	25	30	0	0	25	30
900	252.933	253.033	26	29	0	0	26	29
901	253.033	253.113	30	33	0	0	30	33
902	253.113	253.273	30	32	0	0	30	32
903	253.273	253.313	31	32	0	0	31	32
904	253.313	253.433	39	41	0	0	39	41
905	253.433	253.473	40	40	0	0	40	40
906	253.473	253.493	41	39	0	0	41	39
907	253.493	253.533	40	40	0	0	40	40
908	253.533	253.653	34	34	0	0	34	34
909	253.653	253.733	33	34	0	0	33	34
910	253.733	253.753	33	35	0	0	33	35
911	253.753	253.893	29	31	0	0	29	31
912	253.893	254.133	24	26	0	0	24	26
913	254.133	254.253	23	27	0	0	23	27
914	254.253	254.273	24	27	0	0	24	27
915	254.273	254.293	24	26	0	0	24	26
916	254.293	254.333	25	25	0	0	25	25
917	254.333	254.353	26	24	0	0	26	24
918	254.353	254.393	23	27	0	0	23	27
919	254.393	254.513	36	39	0	0	36	39
920	254.513	254.533	35	40	0	0	35	40
921	254.533	254.553	34	41	0	0	34	41
922	254.553	254.573	30	35	0	0	30	35
923	254.573	254.593	28	37	0	0	28	37
924	254.593	254.613	27	39	0	0	27	39
925	254.613	254.633	25	40	0	0	25	40
926	254.633	254.653	24	41	0	0	24	41
927	254.653	254.673	24	42	0	0	24	42
928	254.673	254.693	24	41	0	0	24	41





Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
929	254.693	254.713	25	41	0	0	25	41
930	254.713	254.733	25	40	0	0	25	40
931	254.733	254.753	27	38	0	0	27	38
932	254.753	254.773	19	37	4	0	23	37
933	254.773	254.793	19	36	4	0	23	36
934	254.793	254.813	20	35	3	0	23	35
935	254.813	254.893	21	34	2	0	23	34
936	254.893	254.953	22	33	1	0	23	33
937	254.953	255.013	21	34	2	0	23	34
938	255.013	255.193	22	33	1	0	23	33
939	255.193	255.293	21	34	2	0	23	34
940	255.293	255.313	22	34	1	0	23	34
941	255.313	255.333	22	33	1	0	23	33
942	255.333	255.533	21	34	2	0	23	34
943	255.533	255.613	22	33	1	0	23	33
944	255.613	255.633	21	34	2	0	23	34
945	255.633	255.673	22	33	1	0	23	33
946	255.673	255.693	23	32	0	0	23	32
947	255.693	255.813	22	33	1	0	23	33
948	255.813	255.853	21	34	2	0	23	34
949	255.853	255.913	22	33	1	0	23	33
950	255.913	256.033	21	34	2	0	23	34
951	256.033	256.133	22	33	1	0	23	33
952	256.133	256.933	21	34	2	0	23	34
953	256.933	257.033	31	34	0	0	31	34
954	257.033	257.233	25	28	0	0	25	28
955	257.233	257.253	25	27	0	0	25	27
956	257.253	257.273	26	27	0	0	26	27
957	257.273	257.313	26	26	0	0	26	26
958	257.313	257.333	24	24	0	0	24	24
959	257.333	257.353	26	24	0	0	26	24
960	257.353	257.393	25	24	0	0	25	24
961	257.393	257.453	25	25	0	0	25	25
962	257.453	257.513	25	24	0	0	25	24
963	257.513	257.533	26	23	0	0	26	23
964	257.533	257.553	27	22	0	1	27	23
965	257.553	257.573	28	21	0	2	28	23
966	257.573	257.593	29	20	0	3	29	23
967	257.593	257.613	30	19	0	4	30	23
968	257.613	257.633	31	18	0	5	31	23
969	257.633	257.653	33	17	0	6	33	23
970	257.653	257.673	34	16	0	7	34	23
971	257.673	257.693	35	15	0	8	35	23
972	257.693	257.713	36	14	0	9	36	23
973	257.713	257.733	36	13	0	10	36	23
974	257.733	257.893	37	13	0	10	37	23
975	257.893	257.913	37	18	0	10	37	28
976	257.913	257.993	37	17	0	11	37	28
977	257.993	258.013	37	18	0	10	37	28

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SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
978	258.013	258.033	37	17	0	11	37	28
979	258.033	258.233	37	18	0	10	37	28
980	258.233	258.273	36	19	0	9	36	28
981	258.273	258.293	35	20	0	8	35	28
982	258.293	258.313	31	22	0	6	31	28
983	258.313	258.353	30	23	0	6	30	29
984	258.353	258.373	29	24	0	5	29	29
985	258.373	258.393	28	25	1	4	29	29
986	258.393	258.493	27	26	2	3	29	29
987	258.493	258.513	28	26	1	3	29	29
988	258.513	258.553	28	25	1	4	29	29
989	258.553	258.573	29	25	0	4	29	29
990	258.573	258.593	28	25	1	4	29	29
991	258.593	258.653	29	25	0	4	29	29
992	258.653	258.833	28	25	1	4	29	29
993	258.833	258.893	29	24	0	5	29	29
994	258.893	258.953	30	23	0	6	30	29
995	258.953	258.973	31	23	0	6	31	29
996	258.973	259.013	31	22	0	6	31	28
997	259.013	259.033	32	22	0	6	32	28
998	259.033	259.053	32	21	0	7	32	28
999	259.053	259.073	20	19	8	9	28	28
1000	259.073	259.093	26	19	2	9	28	28
1001	259.093	259.113	27	19	1	9	28	28
1002	259.113	259.193	27	18	1	10	28	28
1003	259.193	259.213	28	18	0	10	28	28
1004	259.213	259.233	28	17	0	11	28	28
1005	259.233	259.253	28	18	0	10	28	28
1006	259.253	259.293	27	18	1	10	28	28
1007	259.293	259.313	26	19	2	9	28	28
1008	259.313	259.333	24	21	4	7	28	28
1009	259.333	259.353	23	22	5	6	28	28
1010	259.353	259.433	22	23	6	5	28	28
1011	259.433	259.453	23	22	5	6	28	28
1012	259.453	259.473	24	21	4	7	28	28
1013	259.473	259.493	26	19	2	9	28	28
1014	259.493	259.513	27	18	1	10	28	28
1015	259.513	259.533	28	17	0	11	28	28
1016	259.533	259.633	27	18	1	10	28	28
1017	259.633	259.653	26	19	2	9	28	28
1018	259.653	259.693	25	20	3	8	28	28
1019	259.693	259.713	24	21	5	8	29	29
1020	259.713	259.733	24	22	5	7	29	29
1021	259.733	259.773	23	22	6	7	29	29
1022	259.773	259.793	26	19	3	10	29	29
1023	259.793	259.813	26	20	3	9	29	29
1024	259.813	259.833	22	23	7	6	29	29
1025	259.833	259.853	21	24	8	5	29	29
1026	259.853	259.893	20	25	9	4	29	29

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SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1027	259.893	259.953	19	26	10	3	29	29
1028	259.953	259.973	18	27	11	2	29	29
1029	259.973	259.993	19	26	10	3	29	29
1030	259.993	260.013	19	27	10	2	29	29
1031	260.013	260.033	19	26	10	3	29	29
1032	260.033	260.053	20	25	9	4	29	29
1033	260.053	260.073	21	24	8	5	29	29
1034	260.073	260.093	22	24	7	5	29	29
1035	260.093	260.113	23	23	6	6	29	29
1036	260.113	260.133	24	22	5	7	29	29
1037	260.133	260.153	25	21	4	8	29	29
1038	260.153	260.173	25	20	4	9	29	29
1039	260.173	260.213	26	19	3	10	29	29
1040	260.213	260.233	25	20	4	9	29	29
1041	260.233	260.253	26	19	3	10	29	29
1042	260.253	260.293	25	20	4	9	29	29
1043	260.293	260.333	24	21	5	8	29	29
1044	260.333	260.373	23	22	6	7	29	29
1045	260.373	260.473	22	23	7	6	29	29
1046	260.473	260.533	23	22	6	7	29	29
1047	260.533	260.553	24	22	5	7	29	29
1048	260.553	260.613	24	21	5	8	29	29
1049	260.613	260.653	23	22	6	7	29	29
1050	260.653	260.713	22	23	6	5	28	28
1051	260.713	260.813	21	24	7	4	28	28
1052	260.813	260.853	22	23	6	5	28	28
1053	260.853	260.913	23	22	5	6	28	28
1054	260.913	260.973	22	23	6	5	28	28
1055	260.973	260.993	23	23	5	5	28	28
1056	260.993	261.033	22	23	6	5	28	28
1057	261.033	261.073	23	23	5	5	28	28
1058	261.073	261.113	23	22	5	6	28	28
1059	261.113	261.133	24	22	4	6	28	28
1060	261.133	261.153	23	22	5	6	28	28
1061	261.153	261.193	24	22	4	6	28	28
1062	261.193	261.233	23	22	5	6	28	28
1063	261.233	261.293	24	21	4	7	28	28
1064	261.293	261.753	23	22	5	6	28	28
1065	261.753	261.773	23	23	5	5	28	28
1066	261.773	261.793	22	23	6	5	28	28
1067	261.793	261.873	23	22	5	6	28	28
1068	261.873	261.893	22	22	6	6	28	28
1069	261.893	261.913	23	23	5	5	28	28
1070	261.913	262.053	23	22	5	6	28	28
1071	262.053	262.093	22	23	6	5	28	28
1072	262.093	262.273	23	22	6	7	29	29
1073	262.273	262.313	22	23	7	6	29	29
1074	262.313	262.373	23	22	6	7	29	29
1075	262.373	262.393	23	23	6	6	29	29

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SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1076	262.393	262.453	22	23	7	6	29	29
1077	262.453	262.473	23	23	6	6	29	29
1078	262.473	262.673	23	22	6	7	29	29
1079	262.673	262.733	22	23	7	6	29	29
1080	262.733	262.753	22	24	7	5	29	29
1081	262.753	262.793	21	24	8	5	29	29
1082	262.793	262.833	20	25	3	0	23	25
1083	262.833	262.893	19	26	4	0	23	26
1084	262.893	262.913	19	27	4	0	23	27
1085	262.913	262.953	18	27	5	0	23	27
1086	262.953	263.013	17	28	6	0	23	28
1087	263.013	263.033	17	29	6	0	23	29
1088	263.033	263.053	17	29	6	0	23	29
1089	263.053	263.073	17	28	6	0	23	28
1090	263.073	263.113	17	29	6	0	23	29
1091	263.113	263.133	17	28	6	0	23	28
1092	263.133	263.153	16	29	7	0	23	29
1093	263.153	263.333	17	28	6	0	23	28
1094	263.333	263.353	16	29	7	0	23	29
1095	263.353	263.373	13	25	10	0	23	25
1096	263.373	263.393	12	25	11	0	23	25
1097	263.393	263.433	11	26	12	0	23	26
1098	263.433	263.473	12	26	11	0	23	26
1099	263.473	263.493	13	24	10	0	23	24
1100	263.493	263.513	13	25	10	0	23	25
1101	263.513	263.533	13	24	10	0	23	24
1102	263.533	263.593	14	24	9	0	23	24
1103	263.593	263.673	13	24	10	0	23	24
1104	263.673	263.893	13	25	10	0	23	25
1105	263.893	263.973	12	25	11	0	23	25
1106	263.973	264.013	13	25	10	0	23	25
1107	264.013	264.033	12	25	17	4	29	29
1108	264.033	264.053	13	25	16	4	29	29
1109	264.053	264.093	17	28	12	1	29	29
1110	264.093	264.102	18	28	11	1	29	29
1111	264.102	264.113	30	28	0	1	30	29
1112	264.113	264.133	30	27	0	2	30	29
1113	264.133	264.153	31	27	0	2	31	29
1114	264.153	264.173	32	27	0	2	32	29
1115	264.173	264.193	34	27	0	2	34	29
1116	264.193	264.213	35	27	0	2	35	29
1117	264.213	264.233	36	27	0	2	36	29
1118	264.233	264.253	37	27	0	2	37	29
1119	264.253	264.273	39	26	0	3	39	29
1120	264.273	264.293	41	25	0	4	41	29
1121	264.293	264.313	44	24	0	5	44	29
1122	264.313	264.333	36	23	0	6	36	29
1123	264.333	264.373	40	23	0	7	40	29
1124	264.373	264.393	40	23	0	6	40	29

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SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1125	264.393	264.413	40	24	0	5	40	29
1126	264.413	264.453	40	25	0	4	40	29
1127	264.453	264.473	40	26	0	3	40	29
1128	264.473	264.513	41	27	0	2	41	29
1129	264.513	264.533	28	27	1	2	29	29
1130	264.533	264.533	27	28	2	1	29	29
1131	264.533	264.593	20	22	9	7	29	29
1132	264.593	264.613	37	22	0	7	37	29
1133	264.613	264.633	36	22	0	7	36	29
1134	264.633	264.653	35	22	0	7	35	29
1135	264.653	264.673	34	23	0	6	34	29
1136	264.673	264.693	33	23	0	6	33	29
1137	264.693	264.713	32	23	0	6	32	29
1138	264.713	264.733	34	22	0	7	34	29
1139	264.733	264.753	30	22	0	7	30	29
1140	264.753	264.773	29	22	0	7	29	29
1141	264.773	264.793	27	22	2	7	29	29
1142	264.793	264.813	26	22	3	7	29	29
1143	264.813	264.833	25	22	4	7	29	29
1144	264.833	264.853	35	31	0	0	35	31
1145	264.853	264.873	33	31	0	0	33	31
1146	264.873	264.893	30	31	0	0	30	31
1147	264.893	265.033	29	31	0	0	29	31
1148	265.033	265.053	33	31	0	0	33	31
1149	265.053	265.093	28	36	0	0	28	36
1150	265.093	265.113	29	35	0	0	29	35
1151	265.113	265.353	28	36	0	0	28	36
1152	265.353	265.433	36	36	0	0	36	36
1153	265.433	265.453	37	35	0	0	37	35
1154	265.453	265.493	36	36	0	0	36	36
1155	265.493	265.513	35	37	0	0	35	37
1156	265.513	265.533	36	37	0	0	36	37
1157	265.533	265.733	36	36	0	0	36	36
1158	265.733	265.833	29	28	0	0	29	28
1159	265.833	265.933	28	29	0	0	28	29
1160	265.933	266.093	16	29	7	0	23	29
1161	266.093	266.113	17	28	6	0	23	28
1162	266.113	266.553	16	29	7	0	23	29
1163	266.553	267.033	17	28	6	0	23	28
1164	267.033	267.133	15	25	8	0	23	25
1165	267.133	267.153	15	21	8	2	23	23
1166	267.153	267.193	15	22	8	1	23	23
1167	267.193	267.293	15	21	8	2	23	23
1168	267.293	267.313	16	20	7	3	23	23
1169	267.313	267.333	17	21	6	2	23	23
1170	267.333	267.433	15	21	8	2	23	23
1171	267.433	267.533	20	21	3	2	23	23
1172	267.533	267.693	26	27	0	0	26	27
1173	267.693	267.873	25	27	0	0	25	27

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SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1174	267.873	267.893	25	28	0	0	25	28
1175	267.893	268.013	25	27	0	0	25	27
1176	268.013	268.033	26	27	0	0	26	27
1177	268.033	268.053	23	24	0	0	23	24
1178	268.053	268.093	23	25	0	0	23	25
1179	268.093	268.113	22	25	1	0	23	25
1180	268.113	268.173	23	25	0	0	23	25
1181	268.173	268.253	23	24	0	0	23	24
1182	268.253	268.373	23	25	0	0	23	25
1183	268.373	268.433	22	25	1	0	23	25
1184	268.433	268.453	22	26	1	0	23	26
1185	268.453	268.513	22	25	1	0	23	25
1186	268.513	268.533	23	25	0	0	23	25
1187	268.533	268.773	29	31	0	0	29	31
1188	268.773	268.853	35	37	0	0	35	37
1189	268.853	268.913	35	38	0	0	35	38
1190	268.913	268.933	35	37	0	0	35	37
1191	268.933	268.973	39	41	0	0	39	41
1192	268.973	268.993	40	40	0	0	40	40
1193	268.993	269.533	39	41	0	0	39	41
1194	269.533	269.573	35	41	0	0	35	41
1195	269.573	269.673	34	42	0	0	34	42
1196	269.673	269.733	35	41	0	0	35	41
1197	269.733	269.873	19	25	4	0	23	25
1198	269.873	269.973	19	24	4	0	23	24
1199	269.973	269.993	20	24	3	0	23	24
1200	269.993	270.013	20	23	3	0	23	23
1201	270.013	270.033	21	22	2	1	23	23
1202	270.033	270.053	23	21	0	2	23	23
1203	270.053	270.073	20	23	3	0	23	23
1204	270.073	270.093	25	18	0	5	25	23
1205	270.093	270.113	27	16	0	7	27	23
1206	270.113	270.133	29	14	0	9	29	23
1207	270.133	270.153	32	21	0	2	32	23
1208	270.153	270.173	35	19	0	4	35	23
1209	270.173	270.193	38	15	0	8	38	23
1210	270.193	270.213	41	13	0	10	41	23
1211	270.213	270.233	39	14	0	9	39	23
1212	270.233	270.253	47	17	0	6	47	23
1213	270.253	270.273	49	25	0	0	49	25
1214	270.273	270.293	51	23	0	0	51	23
1215	270.293	270.313	52	22	0	1	52	23
1216	270.313	270.333	53	21	0	2	53	23
1217	270.333	270.353	53	16	0	7	53	23
1218	270.353	270.373	51	18	0	5	51	23
1219	270.373	270.393	49	13	0	10	49	23
1220	270.393	270.413	45	17	0	6	45	23
1221	270.413	270.433	41	21	0	2	41	23
1222	270.433	271.500	60m ROW		0	0	30	30

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1223	271.500	271.950	60m RoW		0	0	30	30
1224	271.950	273.210	60m RoW		0	0	30	30
1225	273.210	273.910	60m RoW		0	0	30	30
1226	273.910	278.493	60m RoW		0	0	30	30
1227	278.493	278.653	23	18	0	5	23	23
1228	278.653	278.673	22	19	1	4	23	23
1229	278.673	278.753	23	18	0	5	23	23
1230	278.753	278.773	21	20	2	3	23	23
1231	278.773	278.853	22	19	1	4	23	23
1232	278.853	278.953	25	22	0	1	25	23
1233	278.953	278.993	28	25	0	0	28	25
1234	278.993	279.193	29	25	0	0	29	25
1235	279.193	279.375	28	25	0	0	28	25
1236	279.375	279.513	28	25	0	3	28	28
1237	279.513	279.553	29	25	0	3	29	28
1238	279.553	279.825	23	25	5	3	28	28
1239	279.825	280.093	23	25	0	0	23	25
1240	280.093	280.293	23	24	0	0	23	24
1241	280.293	280.373	23	25	0	0	23	25
1242	280.373	280.433	23	24	0	0	23	24
1243	280.433	280.493	23	25	0	0	23	25
1244	280.493	280.513	23	24	0	0	23	24
1245	280.513	281.013	23	25	0	0	23	25
1246	281.013	281.033	23	24	0	0	23	24
1247	281.033	281.073	23	25	0	0	23	25
1248	281.073	281.133	22	25	1	0	23	25
1249	281.133	281.173	22	26	1	0	23	26
1250	281.173	281.233	22	25	1	0	23	25
1251	281.233	281.353	23	25	0	0	23	25
1252	281.353	281.413	23	24	0	0	23	24
1253	281.413	281.433	23	25	0	0	23	25
1254	281.433	281.493	22	25	1	0	23	25
1255	281.493	281.533	23	25	0	0	23	25
1256	281.533	281.573	23	24	0	0	23	24
1257	281.573	281.633	23	25	0	0	23	25
1258	281.633	281.753	22	25	1	0	23	25
1259	281.753	281.833	23	25	0	0	23	25
1260	281.833	281.853	22	25	1	0	23	25
1261	281.853	281.933	23	25	0	0	23	25
1262	281.933	281.973	23	24	0	0	23	24
1263	281.973	282.013	23	25	0	0	23	25
1264	282.013	282.075	23	24	0	0	23	24
1265	282.075	282.273	23	24	5	4	28	28
1266	282.273	282.433	23	25	5	3	28	28
1267	282.433	282.473	22	25	6	3	28	28
1268	282.473	282.525	23	25	5	3	28	28
1269	282.525	282.693	23	25	0	0	23	25
1270	282.693	282.713	22	25	1	0	23	26
1271	282.713	284.733	30	30	0	0	30	30

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1272	284.733	284.753	24	36	0	0	24	36
1273	284.753	284.773	23	37	0	0	23	37
1274	284.773	285.053	24	36	0	0	24	36
1275	285.053	285.133	19	31	4	0	23	31
1276	285.133	285.193	19	32	4	0	23	32
1277	285.193	285.213	19	31	4	0	23	31
1278	285.213	285.353	19	32	4	0	23	32
1279	285.353	285.513	19	31	4	0	23	31
1280	285.513	285.593	20	31	3	0	23	31
1281	285.593	285.753	19	31	4	0	23	31
1282	285.753	285.773	20	31	8	0	28	31
1283	285.773	285.793	20	30	8	0	28	30
1284	285.793	285.813	21	29	7	0	28	29
1285	285.813	285.833	21	30	7	0	28	30
1286	285.833	285.853	20	31	8	0	28	31
1287	285.853	285.953	19	31	9	0	28	31
1288	285.953	286.033	16	29	12	0	28	29
1289	286.033	286.193	17	28	11	0	28	28
1290	286.193	286.253	19	31	9	0	28	31
1291	286.253	286.273	19	32	9	0	28	32
1292	286.273	286.333	19	31	9	0	28	31
1293	286.333	286.450	19	32	9	0	28	32
1294	286.450	286.653	19	32	4	0	23	32
1295	286.653	286.673	19	31	4	0	23	31
1296	286.673	286.733	19	32	4	0	23	32
1297	286.733	286.933	19	31	4	0	23	31
1298	286.933	286.993	19	32	4	0	23	32
1299	286.993	287.113	19	31	4	0	23	31
1300	287.113	287.213	20	31	3	0	23	31
1301	287.213	287.253	19	31	4	0	23	31
1302	287.253	287.273	20	31	3	0	23	31
1303	287.273	287.293	20	30	3	0	23	30
1304	287.293	287.313	21	30	8	0	29	30
1305	287.313	287.333	21	29	8	0	29	29
1306	287.333	287.353	22	28	7	1	29	29
1307	287.353	287.373	23	27	6	2	29	29
1308	287.373	287.393	25	26	4	3	29	29
1309	287.393	287.413	26	25	3	4	29	29
1310	287.413	287.433	27	24	2	5	29	29
1311	287.433	287.453	27	23	2	6	29	29
1312	287.453	287.473	21	16	8	13	29	29
1313	287.473	287.493	21	15	7	13	28	28
1314	287.493	287.533	22	15	6	13	28	28
1315	287.533	287.693	21	15	7	13	28	28
1316	287.693	287.733	21	16	7	12	28	28
1317	287.733	287.793	20	16	8	12	28	28
1318	287.793	287.853	21	16	7	12	28	28
1319	287.853	287.925	20	16	8	12	28	28
1320	287.925	288.033	20	16	9	13	29	29

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1321	288.033	288.053	20	17	9	12	29	29
1322	288.053	288.073	27	24	2	5	29	29
1323	288.073	288.113	26	24	3	5	29	29
1324	288.113	288.153	26	25	3	4	29	29
1325	288.153	288.213	26	24	3	5	29	29
1326	288.213	288.233	26	25	3	4	29	29
1327	288.233	288.253	25	25	4	4	29	29
1328	288.253	288.300	25	26	4	3	29	29
1329	288.300	288.353	25	26	0	0	25	26
1330	288.353	288.433	24	26	0	0	24	26
1331	288.433	288.493	24	27	0	0	24	27
1332	288.493	288.533	23	27	0	0	23	27
1333	288.533	288.593	23	28	0	0	23	28
1334	288.593	288.653	22	28	1	0	23	28
1335	288.653	288.673	28	18	0	5	28	23
1336	288.673	288.713	28	19	0	4	28	23
1337	288.713	288.773	27	19	0	4	27	23
1338	288.773	288.813	27	20	0	3	27	23
1339	288.813	288.853	26	20	0	3	26	23
1340	288.853	288.873	24	17	0	6	24	23
1341	288.873	288.993	23	18	0	5	23	23
1342	288.993	289.053	22	19	1	4	23	23
1343	289.053	289.073	23	19	0	4	23	23
1344	289.073	289.233	23	18	0	5	23	23
1345	289.233	289.273	22	19	1	4	23	23
1346	289.273	289.533	23	18	5	10	28	28
1347	289.533	289.725	22	19	6	9	28	28
1348	289.725	289.833	22	19	1	4	23	23
1349	289.833	289.893	23	18	0	5	23	23
1350	289.893	289.913	22	19	1	4	23	23
1351	289.913	290.453	23	18	0	5	23	23
1352	290.453	290.573	17	28	6	0	23	28
1353	290.573	290.633	19	26	4	0	23	26
1354	290.633	290.653	20	25	3	0	23	25
1355	290.653	290.693	21	24	2	0	23	24
1356	290.693	290.713	22	23	7	6	29	29
1357	290.713	290.753	23	22	6	7	29	29
1358	290.753	290.813	22	23	7	6	29	29
1359	290.813	290.853	23	22	6	7	29	29
1360	290.853	290.873	23	23	6	6	29	29
1361	290.873	290.993	22	23	7	6	29	29
1362	290.993	291.013	23	23	6	6	29	29
1363	291.013	291.033	23	22	6	7	29	29
1364	291.033	291.053	23	23	6	6	29	29
1365	291.053	291.093	22	23	7	6	29	29
1366	291.093	291.113	23	23	6	6	29	29
1367	291.113	291.133	23	22	6	7	29	29
1368	291.133	291.153	23	23	6	6	29	29
1369	291.153	291.273	22	23	7	6	29	29

Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1370	291.273	291.353	14	15	15	14	29	29
1371	291.353	291.475	17	17	12	12	29	29
1372	291.475	291.553	17	17	11	11	28	28
1373	291.553	291.613	17	18	11	10	28	28
1374	291.613	291.673	17	17	11	11	28	28
1375	291.673	291.813	17	18	11	10	28	28
1376	291.813	291.933	17	17	11	11	28	28
1377	291.933	291.953	18	17	11	12	29	29
1378	291.953	291.973	17	17	12	12	29	29
1379	291.973	292.853	30.83 m ROW		14	14	14	14
1380	292.853	292.893	25	15	4	14	29	29
1381	292.893	292.913	25	16	4	13	29	29
1382	292.913	292.953	24	16	5	13	29	29
1383	292.953	292.973	24	17	5	12	29	29
1384	292.973	293.013	23	17	6	12	29	29
1385	293.013	293.053	22	18	7	11	29	29
1386	293.053	293.073	22	19	7	10	29	29
1387	293.073	293.133	21	19	8	10	29	29
1388	293.133	293.153	21	20	2	3	23	23
1389	293.153	293.233	20	20	3	3	23	23
1390	293.233	293.253	21	19	2	4	23	23
1391	293.253	293.273	22	19	1	4	23	23
1392	293.273	294.300	22	18	1	5	23	23
1393	294.300	295.000	22	18	6	10	28	28
1394	295.000	295.113	22	18	1	5	23	23
1395	295.113	295.153	23	18	0	5	23	23
1396	295.153	295.193	23	20	0	3	23	23
1397	295.193	295.353	22	20	1	3	23	23
1398	295.353	295.393	22	18	1	5	23	23
1399	295.393	295.453	23	17	0	6	23	23
1400	295.453	295.473	23	18	0	5	23	23
1401	295.473	295.953	22	18	1	5	23	23
1402	295.953	296.313	23	18	0	5	23	23
1403	296.313	296.353	24	17	0	6	24	23
1404	296.353	296.393	23	18	0	5	23	23
1405	296.393	296.413	23	19	0	4	23	23
1406	296.413	296.473	22	19	1	4	23	23
1407	296.473	296.513	23	19	0	4	23	23
1408	296.513	296.573	23	18	0	5	23	23
1409	296.573	296.673	24	18	0	5	24	23
1410	296.673	296.713	23	18	0	5	23	23
1411	296.713	296.733	24	18	0	5	24	23
1412	296.733	296.793	23	18	0	5	23	23
1413	296.793	296.813	23	19	0	4	23	23
1414	296.813	296.853	22	19	1	4	23	23
1415	296.853	296.913	22	20	1	3	23	23
1416	296.913	296.973	22	19	1	4	23	23
1417	296.973	297.013	23	19	0	4	23	23
1418	297.013	297.875	23		0	5	23	23

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Sl. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1419	297.875	298.325	23	18	5	10	28	28
1420	298.325	298.493	23	18	0	5	23	23
1421	298.493	298.533	23	19	0	4	23	23
1422	298.533	298.573	23	18	0	5	23	23
1423	298.573	298.593	24	18	0	5	24	23
1424	298.593	298.873	23	18	0	5	23	23
1425	298.873	298.893	24	17	0	6	24	23
1426	298.893	299.173	23	18	0	5	23	23
1427	299.173	299.273	24	18	0	5	24	23
1428	299.273	299.293	24	17	0	6	24	23
1429	299.293	299.313	25	17	0	6	25	23
1430	299.313	299.333	25	16	0	7	25	23
1431	299.333	299.353	26	15	0	8	26	23
1432	299.353	299.373	27	14	0	9	27	23
1433	299.373	299.413	28	14	0	14	28	28
1434	299.413	299.433	29	13	0	15	29	28
1435	299.433	299.473	29	12	0	16	29	28
1436	299.473	299.553	30	12	0	16	30	28
1437	299.553	299.573	19	18	9	10	28	28
1438	299.573	299.793	18	18	10	10	28	28
1439	299.793	299.813	18	19	10	9	28	28
1440	299.813	299.833	18	18	10	10	28	28
1441	299.833	299.853	18	19	5	4	23	23
1442	299.853	299.893	17	19	6	4	23	23
1443	299.893	299.993	17	20	6	3	23	23
1444	299.993	300.033	17	19	6	4	23	23
1445	300.033	300.053	18	19	5	4	23	23
1446	300.053	300.113	18	18	5	5	23	23
1447	300.113	300.133	18	19	5	4	23	23
1448	300.133	300.153	17	19	6	4	23	23
1449	300.153	300.173	18	19	5	4	23	23
1450	300.173	300.193	16	20	7	3	23	23
1451	300.193	300.213	15	21	8	2	23	23
1452	300.213	300.233	15	22	8	1	23	23
1453	300.233	300.253	14	22	9	1	23	23
1454	300.253	300.253	14	23	9	0	23	23
1455	300.253	300.273	25	17	0	6	25	23
1456	300.273	300.293	24	17	0	6	24	23
1457	300.293	300.313	24	18	0	5	24	23
1458	300.313	300.433	23	18	0	5	23	23
1459	300.433	300.493	23	19	0	4	23	23
1460	300.493	300.793	23	18	0	5	23	23
1461	300.793	300.853	24	18	0	5	24	23
1462	300.853	301.313	23	18	0	5	23	23
1463	301.313	301.333	24	18	0	5	24	23
1464	301.333	301.393	23	18	0	5	23	23
1465	301.393	301.413	24	18	0	5	24	23
1466	301.413	301.433	24	17	0	6	24	23
1467	301.433	301.453	25	17	0	6	25	23

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SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1468	301.453	301.473	24	17	0	6	24	23
1469	301.473	301.493	24	18	0	5	24	23
1470	301.493	301.513	23	19	0	4	23	23
1471	301.513	301.573	22	19	1	4	23	23
1472	301.573	301.613	23	19	0	4	23	23
1473	301.613	301.653	23	18	0	5	23	23
1474	301.653	301.673	24	18	0	5	24	23
1475	301.673	301.713	23	18	0	5	23	23
1476	301.713	301.773	23	19	0	4	23	23
1477	301.773	301.873	23	18	0	5	23	23
1478	301.873	301.933	24	18	0	5	24	23
1479	301.933	302.073	23	18	0	5	23	23
1480	302.073	302.073	24	18	0	5	24	23
1481	302.073	302.113	27	21	0	2	27	23
1482	302.113	302.133	26	21	0	2	26	23
1483	302.133	302.153	26	22	0	1	26	23
1484	302.153	302.173	25	22	0	1	25	23
1485	302.173	302.193	25	23	0	0	25	23
1486	302.193	302.213	26	21	0	2	26	23
1487	302.213	302.253	26	22	0	1	26	23
1488	302.253	302.293	26	21	0	2	26	23
1489	302.293	302.353	26	22	3	7	29	29
1490	302.353	302.453	26	21	3	8	29	29
1491	302.453	302.493	27	21	2	8	29	29
1492	302.493	302.513	27	20	2	9	29	29
1493	302.513	302.553	28	20	1	9	29	29
1494	302.553	302.873	30.40 m ROW		14	14	14	14
1495	302.873	302.893	16	14	13	15	29	29
1496	302.893	302.953	16	15	13	14	29	29
1497	302.953	302.973	15	15	14	14	29	29
1498	302.973	303.013	15	16	13	12	28	28
1499	303.013	303.173	15	15	13	13	28	28
1500	303.173	303.193	15	16	13	12	28	28
1501	303.193	303.233	24	16	4	12	28	28
1502	303.233	303.273	25	15	3	13	28	28
1503	303.273	303.313	25	16	3	12	28	28
1504	303.313	303.333	25	15	3	13	28	28
1505	303.333	303.353	25	16	3	12	28	28
1506	303.353	303.373	25	15	3	13	28	28
1507	303.373	303.393	25	16	3	12	28	28
1508	303.393	303.433	25	15	3	13	28	28
1509	303.433	303.453	15	15	13	13	28	28
1510	303.453	303.473	15	16	13	12	28	28
1511	303.473	303.513	15	15	13	13	28	28
1512	303.513	303.573	15	16	13	12	28	28
1513	303.573	303.593	15	15	13	13	28	28
1514	303.593	303.633	15	16	13	12	28	28
1515	303.633	303.653	15	15	13	13	28	28
1516	303.653	303.713	16	15	12	13	28	28

N.H.A.I., NEW DELHI

AE Tollway Private Limited

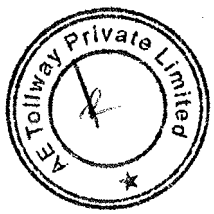
SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1517	303.713	303.733	15	15	14	14	29	29
1518	303.733	303.833	15	16	14	13	29	29
1519	303.833	304.513	15	15	14	14	29	29
1520	304.513	304.673	16	15	13	14	29	29
1521	304.673	304.713	15	15	14	14	29	29
1522	304.713	304.753	16	15	13	14	29	29
1523	304.753	304.833	14	14	15	15	29	29
1524	304.833	304.853	15	14	14	15	29	29
1525	304.853	304.900	15	13	14	16	29	29
1526	304.900	304.933	15	13	8	10	23	23
1527	304.933	304.953	15	14	8	9	23	23
1528	304.953	304.973	14	14	9	9	23	23
1529	304.973	305.033	13	15	10	8	23	23
1530	305.033	305.473	14	14	9	9	23	23
1531	305.473	305.613	15	14	8	9	23	23
1532	305.613	305.653	14	14	9	9	23	23
1533	305.653	305.953	18	18	5	5	23	23
1534	305.953	305.993	19	18	4	5	23	23
1535	305.993	306.113	18	18	5	5	23	23
1536	306.113	306.133	18	19	5	4	23	23
1537	306.133	306.173	17	19	6	4	23	23
1538	306.173	306.213	16	20	7	3	23	23
1539	306.213	306.233	16	21	7	2	23	23
1540	306.233	306.293	15	21	8	2	23	23
1541	306.293	306.333	14	22	9	1	23	23
1542	306.333	306.373	13	23	10	0	23	23
1543	306.373	306.413	14	24	9	0	23	24
1544	306.413	306.433	15	25	8	0	23	25
1545	306.433	306.473	16	25	7	0	23	25
1546	306.473	306.493	17	26	6	0	23	26
1547	306.493	306.513	19	26	4	0	23	26
1548	306.513	306.533	20	25	3	0	23	25
1549	306.533	306.553	21	25	2	0	23	25
1550	306.553	306.573	22	25	1	0	23	25
1551	306.573	306.813	22	19	1	4	23	23
1552	306.813	306.853	23	19	0	4	23	23
1553	306.853	307.033	23	18	0	5	23	23
1554	307.033	307.093	23	19	0	4	23	23
1555	307.093	307.333	23	18	0	5	23	23
1556	307.333	307.353	24	18	0	5	24	23
1557	307.353	307.453	24	17	0	6	24	23
1558	307.453	307.473	25	17	0	6	25	23
1559	307.473	307.533	25	16	0	7	25	23
1560	307.533	307.553	26	16	0	7	26	23
1561	307.553	307.653	26	15	0	8	26	23
1562	307.653	307.673	26	16	0	7	26	23
1563	307.673	307.713	25	16	0	7	25	23
1564	307.713	307.733	25	17	0	6	25	23
1565	307.733	307.793	24	17	0	6	24	23

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1566	307.793	307.913	24	18	0	5	24	23
1567	307.913	308.233	23	18	0	5	23	23
1568	308.233	308.293	24	17	0	6	24	23
1569	308.293	308.333	25	17	0	6	25	23
1570	308.333	308.373	25	16	0	7	25	23
1571	308.373	308.433	25	17	0	6	25	23
1572	308.433	308.733	24	17	0	6	24	23
1573	308.733	308.773	24	18	0	5	24	23
1574	308.773	308.933	23	18	0	5	23	23
1575	308.933	309.073	23	19	0	4	23	23
1576	309.073	309.113	22	19	1	4	23	23
1577	309.113	309.133	23	19	0	4	23	23
1578	309.133	309.213	23	18	0	5	23	23
1579	309.213	309.253	24	18	0	5	24	23
1580	309.253	309.333	23	18	0	5	23	23
1581	309.333	309.353	23	19	0	4	23	23
1582	309.353	309.433	23	18	0	5	23	23
1583	309.433	309.453	24	18	0	5	24	23
1584	309.453	309.473	28	20	0	3	28	23
1585	309.473	309.533	28	19	0	4	28	23
1586	309.533	309.553	27	21	0	2	27	23
1587	309.553	309.564	25	22	0	1	25	23
1588	309.564	309.764	17	31	6	0	23	31
1589	309.764	309.900	13	35	10	0	23	35
1590	309.900	309.964	13	35	16	0	29	35
1591	309.964	310.164	14	33	15	0	29	33
1592	310.164	310.364	17	31	12	0	29	31
1593	310.364	310.564	31	26	0	3	31	29
1594	310.564	311.364	23	25	6	4	29	29
1595	311.364	312.364	24	24	5	5	29	29
1596	312.364	312.764	23	25	6	4	29	29
1597	312.764	313.564	24	24	5	5	29	29
1598	313.564	313.764	24	23	5	6	29	29
1599	313.764	314.164	24	24	5	5	29	29
1600	314.164	314.364	25	23	4	6	29	29
1601	314.364	315.564	24	24	5	5	29	29
1602	315.564	315.764	25	23	4	6	29	29
1603	315.764	315.964	24	24	5	5	29	29
1604	315.964	316.164	24	23	5	6	29	29
1605	316.164	316.764	25	23	4	6	29	29
1606	316.764	316.964	24	23	5	6	29	29
1607	316.964	317.164	30	31	0	0	30	31
1608	317.164	317.364	31	29	0	0	31	29
1609	317.364	317.764	34	28	0	1	34	29
1610	317.764	317.964	30	31	0	0	30	31
1611	317.964	318.164	32	25	0	4	32	29
1612	318.164	318.564	36	23	0	6	36	29
1613	318.564	318.764	35	24	0	5	35	29
1614	318.764	318.964	34	25	0	4	34	29

SI. No.	Chainage (km)		Existing ROW width from centre of median (m)		Additional ROW width Proposed (m)		Total ROW width from centre of median (m)	
	From	To	LHS	RHS	LHS	RHS	LHS	RHS
1615	318.964	319.164	33	26	0	3	33	29
1616	319.164	319.364	31	29	0	0	31	29
1617	319.364	319.564	26	32	3	0	29	32
1618	319.564	319.764	25	31	4	0	29	31
1619	319.764	319.964	36	21	0	8	36	29
1620	319.964	320.164	38	25	0	4	38	29
1621	320.164	320.364	25	34	4	0	29	34
1622	320.364	320.564	25	35	4	0	29	35
1623	320.564	320.764	21	42	8	0	29	42
1624	320.764	320.964	29	33	0	0	29	33
1625	320.964	321.164	29	32	0	0	29	32
1626	321.164	321.300	32	29	0	0	32	29
1627	321.300	321.364	32	29	0	0	32	29
1628	321.364	321.564	33	28	0	0	33	28
1629	321.564	321.650	27	35	0	0	27	35
1630	321.650	321.764	27	35	2	0	29	35
1631	321.764	321.964	23	35	6	0	29	35
1632	321.964	322.164	20	35	9	0	29	35
1633	322.164	322.364	22	35	7	0	29	35
1634	322.364	322.564	31	29	0	0	31	29
1635	322.564	322.715	31	32	0	0	31	32
1636	322.715	322.764	31	32	0	0	31	32
1637	322.764	322.964	32	28	0	0	32	28
1638	322.964	323.164	22	31	6	0	28	31
1639	323.164	323.364	30	31	0	0	30	31
1640	323.364	323.525	31	29	0	0	31	29

Note: - Proposed ROW may change according to detailed design and directed by **Independent Engineer** as per site condition.

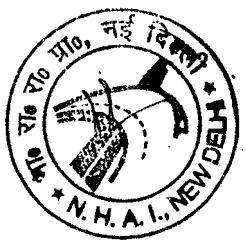


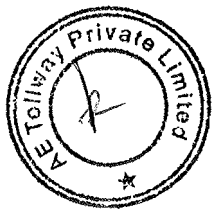


Appendix IX

Type and Width of Median

Sl. No	Chainage (Km)		Length (Km)	Type	Median Width (m)
	From	To			
1	199.600	232.620	32.960	Raised	Median width shall be as per existing median width
2	Firozabad Bypass		20.250	Raised	5m (including 0.5m kerb shyness on either side)
3	252.250	323.525	71.275	Raised	Median width shall be as per existing median width





Appendix X

Vehicular Underpass

A. Details of Proposed Vehicular Underpass

Sl. No.	Chainage (km)	Clear Span(m)	Vertical clearance (m)	Name of Village/Town	Width (m)	Remarks
1	203+780	1x30	5.5	Agra Town	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.3 of the manual
2	206+660	1x15	5.5	Agra	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.2 of the manual
3	210+800	1x15	5.5	Kuberpur	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.2 of the manual
4	231+000	1x30	5.5	Hazratpur	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.3 of the manual
5	232+620	1x30	5.5	Start of Firozabad Bypass	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.3 of the manual
6	3+400	1x30	5.5	Proposed Firozabad Bypass	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.3 of the manual
7	4+700	1x30	5.5	Proposed Firozabad Bypass	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.3 of the manual
8	7+650	1x15	5.5	Proposed Firozabad Bypass	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.2 of the manual
9	17+750	1x15	5.5	Proposed Firozabad Bypass	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.2 of the manual
10	20+250	1x30	5.5	End of Firozabad Bypass	2x13.4	At-grade crossing under the

Sl. No.	Chainage (km)	Clear Span(m)	Vertical clearance (m)	Name of Village/Town	Width (m)	Remarks
						underpass as per Clause 3.2, fig 3.3 of the manual
11	323+125	1x30	5.5	End of Etawah Bypass	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.3 of the manual

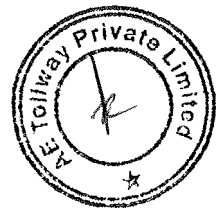
Note : Exact Location shall be finalized in consultation with Independent Engineer

B. Details of Repair and Rehabilitation of existing Vehicular Underpasses

SI. No.	Chainage (km)	Side	Span Arrangement (m)	Super-structure	Width (m)
1	319+937	Both Side	1x21	PSC voided slab	2x12.225

Note: - Repair and Rehabilitation shall include but not limited to Removal and Relaying of wearing coat.





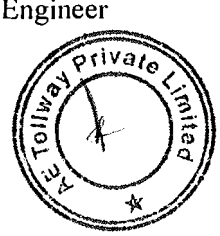
Appendix XI

A. Light Vehicle Underpass

Sl. No.	Chainage (km)	Name of Village/Town	No. of Spans	Clear Width (m)	Vertical clearance (m)	Remarks
1	202+050	Agra	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
2	271+720	Sirsaganj	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
3	273+560	Sirsaganj	1	10.5	35	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
4	274+800	Sirsaganj	1	10.5	35	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
5	279+600	Karelba	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
6	287+700	Kathphori	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
7	289+500	Meethepur	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
8	291+700	Meethepur	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
9	294+650	DhoulpurKhera	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual
10	298+100	DhoulpurKhera	1	10.5	3.5	At-grade crossing under the underpass as per Clause 3.2, fig 3.1 of the manual

Note : Exact Location shall be finalized in consultation with Independent Engineer





B. Cattle/Pedestrian Underpass

Sl. No.	Chainage (km)	Name of Village/Town	No. of Spans	Clear Width (m)	Vertical clearance (m)	Remarks
1	1+300	Firozabad Bypass	1	7.0	3.0	
2	2+900	Firozabad Bypass	1	7.0	3.0	
3	9+000	Firozabad Bypass	1	7.0	3.0	
4	11+250	Firozabad Bypass	1	7.0	3.0	
5	13+650	Firozabad Bypass	1	7.0	3.0	
6	15+300	Firozabad Bypass	1	7.0	3.0	

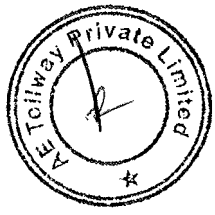
Note: Exact Location shall be finalized in consultation with Independent Engineer

Appendix XII

Overpasses

Sl. No.	Chainage (km)	Side	No. of Spans	Clear Width (m)	Vertical clearance (m)	Width (m)
NIL						





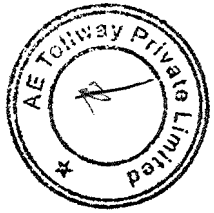
Appendix XIII

Grade Separators/Flyovers

A. Details of New Proposed Flyovers

SI. No.	Chainage (km)	Name of Village/Town	Name of Intersecting Road	Structural Configuration	Viaduct length (m)	RE Wall Length (m)	Clear Span(m)	Width (m)	Remarks
1	259+333	Shikohabad	SubashTiraha	New 2x3 Lane Structure on single pier in existing median	210	4x400	7x30	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.5 of the manual
2	261+019	Shikohabad	SH-85	New 2x3 Lane Structure	90	4x400	3x30	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.5 of the manual
3	261+718	Shikohabad	SH-84	New 2x3 Lane Structure	90	4x400	3x30	2x13.4	At-grade crossing under the underpass as per Clause 3.2, fig 3.5 of the manual
4	303+360	Jaswant Nagar	Yamuna Ghat/ Chamara	New 2x3 Lane Structure on single pier in existing median	390	4x400	13x30	2x12	At-grade crossing under the underpass as per Clause 3.2, fig 3.5 of the manual





B. Details of Repair and Rehabilitation of existing Flyovers

SI. No.	Chainage (km)	Name of Village/Town	Overall length (m)	Span Arrangement (m)	Type of Structure		Width (m)
					Super- structure	Sub-structure	
1	200+635	Agra	307.4	1x21.6+5x22.2+1x42.2+5x22.2+1x21.6	PSC girders+PSC Box girder	RCC Y type Wall	2x12.625
2	221+798	Tundla	396.2	2X21.6+14x22.2+1x42.20	PSC girders+PSC Box girder	RCC Y type Wall	2x10.650

Note: - Repair and Rehabilitation shall include but not limited to Removal and Relaying of wearing coat.

Appendix XIV

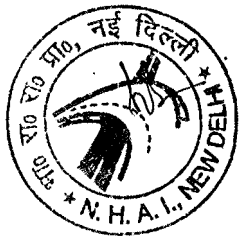
Details of RCC Retaining Wall/RE Wall

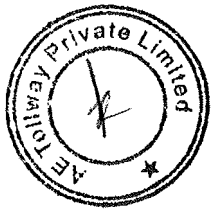
Sl. No.	Chainage (km)		Length (m)
	From	To	
1	201.846	202.046	2 x 200
2	202.055	202.255	2 x 200
3	203.404	203.764	2 x 360
4	203.796	204.156	2 x 360
5	206.292	206.652	2 x 360
6	206.669	207.029	2 x 360
7	210.432	210.792	2 x 360
8	210.809	211.169	2 x 360
9	230.624	230.984	2 x 360
10	231.016	231.376	2 x 360
11	232.244	232.604	2 x 360
12	232.636	232.996	2 x 360
13	3.024	3.384	2 x 360
14	3.416	3.776	2 x 360
15	4.324	4.684	2 x 360
16	4.716	5.076	2 x 360
17	7.282	7.642	2 x 360
18	7.659	8.019	2 x 360
19	17.382	17.742	2 x 360
20	17.759	18.119	2 x 360
21	19.874	20.234	2 x 360
22	20.266	20.626	2 x 360
23	258.827	259.227	2 x 400
24	259.439	259.839	2 x 400
25	260.573	260.973	2 x 400
26	261.065	261.465	2 x 400
27	261.272	261.672	2 x 400
28	261.764	262.164	2 x 400
29	264.046	264.496	2 x 450
30	264.564	265.014	2 x 450
31	271.516	271.716	2 x 200
32	271.725	271.925	2 x 200
33	273.356	273.556	2 x 200
34	273.565	273.765	2 x 200
35	274.596	274.796	2 x 200
36	274.805	275.005	2 x 200
37	279.396	279.596	2 x 200
38	279.605	279.805	2 x 200

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Sl. No.	Chainage (km)		Length (m)
	From	To	
39	287.496	287.696	2 x 200
40	287.705	287.905	2 x 200
41	289.296	289.496	2 x 200
42	289.505	289.705	2 x 200
43	291.496	291.696	2 x 200
44	291.705	291.905	2 x 200
45	294.446	294.646	2 x 200
46	294.655	294.855	2 x 200
47	297.896	298.096	2 x 200
48	298.105	298.305	2 x 200
49	302.764	303.164	2 x 400
50	303.556	303.956	2 x 400
51	322.749	323.109	2 x 360
52	323.141	323.501	2 x 360

Note: Length of RCC Retaining wall/ RE wall given above is minimum length. Length of RCC Retaining wall/ RE wall shall be provided as per site requirement.





Appendix XV

Details of Metal Crash Barrier

S. No	Chainage (Km)		Length (m)	Length of MCB (m)	Remarks
	From	To			
1	199.65	199.75	100	200	At median Edge
2	200.25	201.6	1350	2700	At Shoulder Edge
3	200.25	200.35	100	200	At median Edge
4	204.156	205.4	1244	2488	At Shoulder Edge
5	214.8	214.85	50	200	At median and Shoulder edge
6	214.95	215	50	200	At median and Shoulder edge
7	215.6	217.6	2000	4000	At Shoulder Edge
8	220.4	222.8	2400	4800	At Shoulder Edge
9	227.7	227.75	50	200	At median and Shoulder edge
10	227.8	227.85	50	200	At median and Shoulder edge
11	2.185	2.235	50	100	At median Edge
12	2.265	2.315	50	100	At median Edge
13	6.735	6.785	50	100	At median Edge
14	6.815	6.865	50	100	At median Edge
15	254.8	254.85	50	200	At median and Shoulder edge
16	254.95	255	50	200	At median and Shoulder edge
17	257.7	257.75	50	200	At median and Shoulder edge
18	257.85	257.9	50	200	At median and Shoulder edge
19	258.2	258.827	627	1254	At Shoulder Edge
20	259.839	260.573	734	1468	At Shoulder Edge
21	288.2	288.8	600	1200	At Shoulder Edge
22	290.6	291.496	896	1792	At Shoulder Edge
23	291.905	293	1095	2190	At Shoulder Edge
24	302	302.764	764	1528	At Shoulder Edge
25	303.956	304.8	844	1688	At Shoulder Edge
26	307.06	307.11	50	200	At median and Shoulder edge
27	307.21	307.26	50	200	At median and Shoulder edge
28	309.27	309.32	50	200	At median and Shoulder edge
29	309.42	309.47	50	200	At median and Shoulder edge
30	309.9	321.3	11400	22800	At Shoulder Edge
31	321.8	322.749	949	1898	At Shoulder Edge
	Total Length (m)			**53006**	

Note: - Location and length of Crash Barrier may change according to site conditions or as directed by **Independent Engineer**.

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Appendix XVI

Sections of Existing Road to be raised:-

NIL

Appendix XVII

Type of Pavement for New Construction

Locations of New Construction are proposed with Flexible pavement throughout the project except at toll plaza locations. At toll plaza rigid pavement shall be provided.





Appendix XVIII

Type of Strengthening of Existing Flexible Pavement if not bituminous Overlay:-

NIL

Appendix XIX

Stretches to be reconstructed

NIL

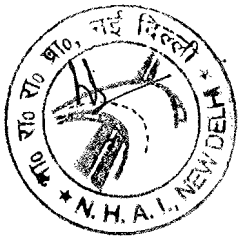
Appendix XX

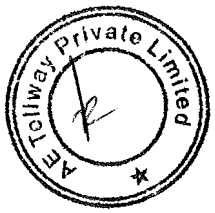
Minor Bridge

A. Details of Minor Bridges to be Repaired and Rehabilitated

SI. No.	Chainage (km)	Side	Overall length in (m)	Span Arrangement (m)	Type of Structure	
					Super- structure	Sub-structure
1	204+800	Left	41.1	1x41.10	PSC Box girder	RCC Wall type
2	204+800	Right	41.1	1x41.10	PSC Box girder	RCC Wall type
3	214+900	Left	13.6	2x6.8	2-Cell Box	RCC Wall type
4	214+900	Right	13.6	2x6.8	2 Cell Box	RCC Wall type
5	227+765	Left	13.22	1x13.22	RCC T Beam	RCC Wall type
6	227+765	Right	13.22	1x13.22	RCC T Beam	RCC Wall type
7	254+900	Left	36.7	1x36.7	PSC Box girder	RCC Wall type
8	254+900	Right	36.9	3x12.3	RCC T Beam	RCC Wall type
9	257+800	Right	31.64	1X31.64	PSC Box girder	RCC Wall type
10	307+160	Left	39.25	1x39.25	PSC Box girder	RCC Wall type
11	307+160	Right	40.6	1x13.7+13.2+13.7	RCC T Beam	RCC Wall type
12	309+370	Left	30.3	1x30.3	PSC Box girder	RCC Wall type

Note: - Repair and Rehabilitation shall include but not limited to Removal and Relaying of wearing coat.





B. Details of New Minor Bridges proposed on Service Roads

Sl. No.	Chainage (km)	Side	Type of crossing	structural configuration	Span Arrangement (m)	Total Length (m)	Carriageway Width (m)	Formation Width (m)
1	214+900	Left	Canal	New 2 Lane Structure	2x6.8	13.6	7.0	10.2
2	214+900	Right	Canal	New 2 Lane Structure	2x6.8	13.6	7.0	10.2
3	227+765	Left	Canal	New 2 Lane Structure	1X13.22	13.22	7.0	10.2
4	227+765	Right	Canal	New 2 Lane Structure	1X13.22	13.22	7.0	10.2

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C. Details of New Proposed Minor Bridges

Sl. No.	Chainage (km)	Side	Type of crossing	structural configuration	Span Arrangement (m)	Total Length (m)	Carriageway Width (m)	Width (m)
1	227+765	Left	Canal	New 2 Lane Structure	1X13.22	13.22	7.5	11.7
2	227+765	Right	Canal	New 2 Lane Structure	1X13.22	13.22	7.5	11.7
3	2+250	Left	Nallaha	New 3 Lane Structure	1x15	15	12.0	15.2
4	2+250	Right	Nallaha	New 3 Lane Structure	1x15	15	12.0	15.2
5	6+800	Left	Canal	New 3 Lane Structure	1x15	15	12.0	15.2
6	6+800	Right	Canal	New 3 Lane Structure	1x15	15	12.0	15.2
7	254+900	Left	Canal	New 2 Lane Structure	1x36.7	36.70	7.5	11.7
8	254+900	Right	Canal	New 2 Lane Structure	1x36.7	36.70	7.5	11.7
9	257+800	Left	Canal	New 3 Lane Structure	1X31.64	31.64	12.0	15.2
10	257+800	Right	Canal	New 2 Lane Structure	1X31.64	31.64	7.5	11.7
11	307+160	Left	Canal	New 2 Lane Structure	1x39.25	39.25	7.5	11.7
12	307+160	Right	Canal	New 2 Lane Structure	1x39.25	39.25	7.5	11.7
13	309+370	Left	Canal	New 2 Lane Structure	1x30.3	30.3	7.5	11.7
14	309+370	Right	Canal	New 3 Lane Structure	1x30.3	30.3	12.0	15.2

Appendix XXI

Major Bridges

A. Details of New Proposed Major Bridges

Sl. No.	Chainage (km)	Location	Type of crossing	structural configuration	Span Arrangement (m)	Total Length (m)	Carriageway Width (m)	Formation Width (m)
1	200+000	In median gap	Yamuna River	New 4 Lane Structure	4x20+6X45.72+1x47.32+1x18.40+4x20	500.04	2x7.5	18.30

B. Details of Major Bridges to be Repaired and Rehabilitated

SI. No.	Chainage (km)	Side	Overall length (m)	Span Arrangement (m)	Type of Structure	
					Super- structure	Sub-structure
1	200+ 000	Left	500.04	4x20+6X45.72+1x47.32+1x18.40+4x20	Continuous PSC Box girders	RCC Wall type
2	200+000	Right	420.04	6X45.72+1x47.32+2x20	Continuous PSC T Beam Girders + PSC Box girder	RCC Wall type

Note: - Repair and Rehabilitation shall include but not limited to Removal and Relaying of wearing coat.

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Appendix XXII

Culverts

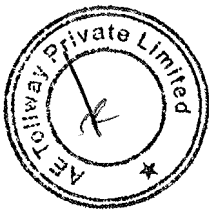
A. Details of Slab culverts/Box culverts to be widened

Sl. No.	Chainage (km)	Side	Span Arrangement (m)	Type
1	202+469	Both Side	1x3x2.5	Box Culvert
2	204+350	Both Side	1x3x3.50	Box Culvert
3	205+064	Both Side	1x2x2.5	Box Culvert
4	206+510	Both Side	1x2x2.0	Box Culvert
5	207+672	Both Side	1x3x2.5	Box Culvert
6	208+323	Both Side	1x2x2.5	Box Culvert
7	208+767	Both Side	1x2x2.5	Box Culvert
8	209+666	Both Side	1x2.5x2.0	Box Culvert
9	210+524	Both Side	1x1.5x1.5	Box Culvert
10	210+588	Both Side	1x1.5x1.5	Box Culvert
11	210+843	Both Side	1x1.5x1.5	Box Culvert
12	211+035	Both Side	1x1.5x1.8	Box Culvert
13	211+998	Both Side	1x1.5x1.5	Box Culvert
14	212+788	Both Side	1x1.5x2	Box Culvert
15	213+227	Both Side	1x1.5x1.5	Box Culvert
16	216+104	Both Side	1x3.0x3.0	Box Culvert
17	217.200	Both Side	1x1.5x2.0	Box Culvert
18	217+500	Both Side	1x2x2.5	Box Culvert
19	218+938	Both Side	1x3.0x1.5	Box Culvert
20	219+225	Both Side	1x1.5x2.0	Box Culvert
21	220+535	Both Side	1x1.5x2.5	Box Culvert
22	221+224	Both Side	2x2.0x2.0	Box Culvert
23	223+837	Both Side	1x3.0x1.5	Box Culvert
24	224+333	Both Side	1x3.0x2.0	Box Culvert
25	224+473	Both Side	1x3.0x1.5	Slab Culvert
26	225+542	Both Side	1x1.5x2.0	Box Culvert
27	226+559	Both Side	1x1.5x1.5	Box Culvert
28	227+287	Both Side	1x1.5x3.0	Box Culvert
29	227+489	Both Side	1x2x2.5	Box Culvert
30	227+961	Both Side	1x6.0x4.5	Box Culvert
31	230+217	Both Side	1x2.0x3.0	Box Culvert
32	231+315	Both Side	1x2.0x3.0	Box Culvert
33	252+262	Both Side	1x3.0x2.7	Box Culvert
34	253+153	Both Side	1x1.5x2.0	Box Culvert
35	254+138	Both Side	1x1.5x2.0	Box Culvert
36	255+447	Both Side	1x3.0x3.0	Box Culvert
37	256+012	Both Side	1x3.0x2.6	Box Culvert
38	257+133	Both Side	1x3.0x3.0	Box Culvert
39	259+453	Both Side	1x1.5x2.5	Box Culvert
40	263+878	Both Side	1x1.5x2.0	Box Culvert
41	264+103	Both Side	1x1.5x2.5	Box Culvert

SI. No.	Chainage (km)	Side	Span Arrangement (m)	Type
42	264+984	Both Side	1x2x2.5	Box Culvert
43	266+507	Both Side	1x2x2.5	Box Culvert
44	267+293	Both Side	1x1.5x2.3	Box Culvert
45	267+614	Both Side	1x1.5x2.0	Box Culvert
46	268+860	Both Side	1x1.5x2.1	Box Culvert
47	270+733	Both Side	1x2x1.2	Box Culvert
48	272+475	Both Side	1x1.5x2.5	Box Culvert
49	272+675	Both Side	1x1.5x2.5	Box Culvert
50	272+715	Both Side	1x3.0x3.0	Box Culvert
51	272.853	Both Side	1x3.0x3.0	Box Culvert
52	277+756	Both Side	1x3x3.50	Box Culvert
53	281+103	Both Side	1x3.0x2.0	Box Culvert
54	282+064	Both Side	1x3.0x1.5	Box Culvert
55	283+798	Both Side	1x4.0x3.0	Box Culvert
56	284+025	Both Side	1x2x2.1	Box Culvert
57	285+505	Both Side	1x1.0x2.0	Box Culvert
58	286.505	Both Side	1x1.0x2.0	Box Culvert
59	290+495	Both Side	1x2.0x2.0	Box Culvert
60	291+445	Both Side	1x2x1.5	Box Culvert
61	291+983	Both Side	1x2x1.5	Box Culvert
62	292+065	Both Side	1x2x2.5	Box Culvert
63	293+391	Both Side	1x1.5x1.5	Box Culvert
64	297+862	Both Side	1x1.5x1.8	Box Culvert
65	298+970	Both Side	1x1.5x2.0	Box Culvert
66	299+620	Both Side	1x1.5x1.5	Box Culvert
67	300+067	Both Side	2x2.0x2.1	Box Culvert
68	300+245	Both Side	1x3.0x2.0	Box Culvert
69	300+524	Both Side	1x1.0x2.0	Box Culvert
70	300+766	Both Side	1x1.0x2.0	Box Culvert
71	301+275	Both Side	1x1.5x1.5	Box Culvert
72	301+605	Both Side	1x2x2.0	Box Culvert
73	301+869	Both Side	1x3.0x3.0	Box Culvert
74	302+796	Both Side	1x1.5x2.34	Box Culvert
75	303+871	Both Side	1x1.5x3.0	Box Culvert
76	304+384	Both Side	1x1.5x1.5	Box Culvert
77	305+062	Both Side	1x1.5x2.5	Box Culvert
78	305+695	Both Side	1x3x2.0	Box Culvert
79	309+277	Both Side	1x1.5x3.5	Box Culvert
80	309+617	Both Side	1x2.0x1.0	Box Culvert
81	310+819	Both Side	1x1.5x3.6	Box Culvert
82	311+362	Both Side	1x2.0x2.0	Box Culvert
83	311+596	Both Side	1x2.0x2.2	Slab Culvert
84	313+199	Both Side	1x2.0x2.0	Box Culvert
85	313+986	Both Side	1x1.5x2.5	Slab Culvert
86	314+929	Both Side	1x1.5x1.5	Box Culvert

SI. No.	Chainage (km)	Side	Span Arrangement (m)	Type
87	315+392	Both Side	1x1.5x1.5	Box Culvert
88	316+164	Both Side	1x1.5x2.3	Slab Culvert
89	318+219	Both Side	1x1.5x1.5	Box Culvert
90	318+833	Both Side	1x3.0x4.0	Box Culvert
91	319+488	Both Side	1x3.0x3.0	Box Culvert
92	320+488	Both Side	1x3.0x3.0	Box Culvert
93	321+827	Both Side	1x5.0x5.0	Box Culvert
94	322+139	Both Side	1x5.0x5.0	Box Culvert
95	322+616	Both Side	1x1.5x1.8	Box Culvert
96	322+913	Both Side	1x3.0x3.0	Box Culvert

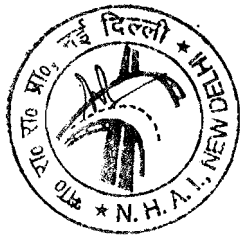


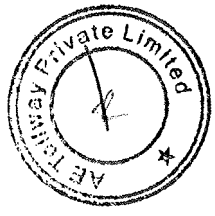


B. Details of Pipe Culverts/Utility Duct to be widened

SI. No.	Chainage (km)	Side	Span Arrangement (m)
1	213+472	Both Side	1 x 0.3dia
2	213+685	Both Side	1 x 0.3dia
3	215+460	Both Side	1 x 0.3dia
4	220+286	Both Side	1 x 0.6 dia
5	224+777	Both Side	1x0.9dia
6	229+166	Both Side	1 x 0.9 dia
7	229+457	Both Side	1 x 0.9 dia
8	230+660	Both Side	1 x 0.9 dia
9	231+560	Both Side	1 x 0.9 dia
10	231+880	Both Side	1 x 0.9 dia
11	232+600	Both Side	1 x 0.9 dia
12	252+344	Both Side	1 x 0.9 dia
13	260+488	Both Side	1 x 0.9 dia
14	260+973	Both Side	2 x 0.9 dia
15	261+633	Both Side	2 x 0.9 dia
16	262+929	Both Side	1 x 0.9 dia
17	263+181	Both Side	1 x 0.9 dia
18	263+588	Both Side	1 x 0.9 dia
19	263+988	Both Side	1 x 0.9 dia
20	264+855	Both Side	1 x 0.9 dia
21	265+141	Both Side	1 x 0.9 dia
22	265+585	Both Side	1 x 0.9 dia
23	267+883	Both Side	2 x 1 dia
24	268+106	Both Side	1 x 0.9 dia
25	269+497	Both Side	1 x 0.9 dia
26	270+254	Both Side	1 x 0.9 dia
27	271+085	Both Side	1 x 0.9 dia
28	271+646	Both Side	1 x 1.0 dia
29	271+878	Both Side	1 x 0.9 dia
30	272+991	Both Side	1 x 0.9 dia
31	273+303	Both Side	2 x 0.9dia
32	273+550	Both Side	1 x 1.0 dia
33	273+810	Both Side	1 x 0.9 dia
34	274+013	Both Side	1 x 1.0 dia
35	274+590	Both Side	1 x 0.9 dia
36	274+773	Both Side	1 x 1.0 dia
37	274+930	Both Side	1 x 0.9 dia
38	275+153	Both Side	1 x 0.9 dia
39	275+485	Both Side	1 x 1.0 dia
40	276+122	Both Side	1 x 0.9 dia
41	276+222	Both Side	1 x 0.9 dia
42	276+506	Both Side	1 x 0.9 dia

SI. No.	Chainage (km)	Side	Span Arrangement (m)
43	277+096	Both Side	1 x 0.9 dia
44	278+173	Both Side	1 x 0.9 dia
45	278+326	Both Side	1 x 0.9 dia
46	278+936	Both Side	1 x 0.9 dia
47	279+819	Both Side	1 x 0.9 dia
48	281+496	Both Side	1 x 0.9 dia
49	282+386	Both Side	1 x 1.0 dia
50	283+206	Both Side	1 x 1.0 dia
51	283+511	Both Side	1 x 0.9 dia
52	284+061	Both Side	1 x 0.9 dia
53	284+205	Both Side	1 x 0.9 dia
54	286+815	Both Side	1 x 0.9 dia
55	288+595	Both Side	1 x 0.9 dia
56	289+145	Both Side	1 x 1.0 dia
57	294+138	Both Side	1 x 0.9 dia
58	294+523	Both Side	1 x 0.9 dia
59	295+052	Both Side	1 x 0.9 dia
60	295+790	Both Side	1 x 0.9 dia
61	296+693	Both Side	1 x 0.9 dia
62	298+359	Both Side	1 x 0.9 dia
63	304+093	Both Side	1 x 0.9 dia
64	308+567	Both Side	1 x 0.9 dia
65	309+866	Both Side	1 x 0.6 dia
66	311+839	Both Side	1 x 0.6 dia
67	312+451	Both Side	1 x 0.6 dia
68	313+488	Both Side	1 x 0.6 dia
69	314+519	Both Side	1 x 0.6 dia
70	315+158	Both Side	1 x 0.6 dia
71	316+824	Both Side	1 x 1.0 dia
72	317+532	Both Side	1 x 0.6 dia
73	317+839	Both Side	1 x 1.0 dia
74	320+714	Both Side	1 x 0.6 dia
75	320+913	Both Side	1 x 1.0 dia
76	322+159	Both Side	1 x 1.0 dia
77	323+324	Both Side	1 x 0.6 dia





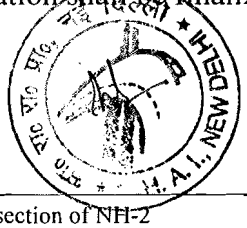
C. Details of Pipe Culverts to be re-constructed

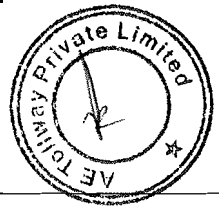
SI. No.	Chainage (km)	Side	Span Arrangement (m)
1	262+033	Both Side	1x1.2 dia
2	273+211	Both Side	1x1.2 dia
3	273+333	Both Side	1x1.2 dia
4	274+231	Both Side	1x1.2 dia
5	276+056	Both Side	1x1.2 dia
6	278+020	Both Side	1x1.2 dia
7	287+333	Both Side	1x1.2 dia
8	287+833	Both Side	1x1.2 dia
9	288+333	Both Side	1x1.2 dia
10	292+283	Both Side	1x1.2 dia

D. Details of New Box Culverts

SI. No.	Chainage (km)	Location	Span Arrangement (m)	Remarks
1	0+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
2	1+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
3	4+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
4	5+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
5	6+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
6	7+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
7	8+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
8	10+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
9	12+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
10	13+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
11	14+500	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
12	16+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
13	17+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
14	18+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway
15	19+000	Firozabad Bypass	1x2.0x2.0	6 lane divided carriageway

Note: - 15nos of Box Culvert have been proposed in Firozabad Bypass and its location is tentative final location shall be finalized in the detailed design.

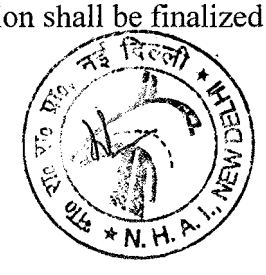


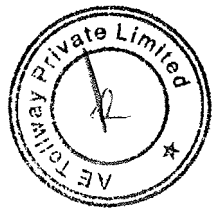


E. Details of New Pipe Culverts

SI. No.	Chainage (km)	Location	Span Arrangement (m)	Remarks
1	1+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
2	2+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
3	5+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
4	6+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
5	7+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
6	8+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
7	9+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
8	10+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
9	13+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
10	14+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
11	15+000	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
12	16+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
13	17+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
14	18+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway
15	19+500	Firozabad Bypass	1x1.2 dia	6 lane divided carriageway

Note: - 15nos of Pipe Culvert have been proposed in Firozabad Bypass and its location is tentative final location shall be finalized in the detailed design.





Appendix XXIII

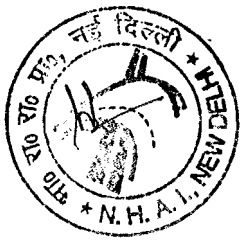
Requirement of Special Structures like cable stayed / Superstructure Bridge, etc:-

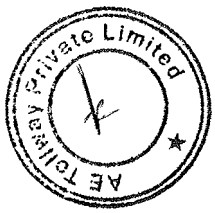
NIL

Appendix XXIV

Requirement of reinforced Earth Retaining structures when height is more than 10 m.

NIL





Appendix XXV

Requirement of Crash Barriers for existing bridges

NIL

Appendix XXVI

Rail Over Bridge

A. Details of Rail Over Bridge to be rehabilitated

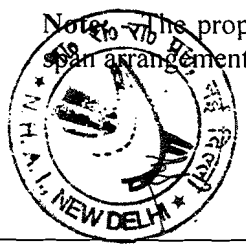
SI. No.	Chainage (km)	Side	Overall length (m)	Span Arrangement (m)	Type of Structure	
					Super- structure	Sub-structure
1	218+341	Left	35.5	1x35.5	PSC Box girder	RCC Wall type
2	218+341	Right	35.5	1x35.5	PSC Box girder	RCC Wall type
3	264+530	Left	19.52	1x19.52	RCC T Beam girder	RCC Wall type
4	264+530	Right	19.52	1 x19.52	RCC T Beam girder	RCC Wall type
5	321+457	Left	31.85	1x31.85	PSC T Beam girder	RCC Wall type
6+	321+457	Right	31.85	1x31.85	PSC T Beam girder	RCC Wall type

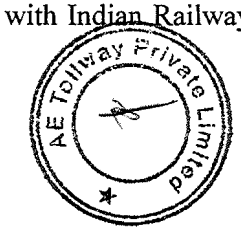
Note: - Repair and Rehabilitation shall include but not limited to Removal and Relaying of wearing coat.

B. Details of proposed Rail Over Bridge

SI. No.	Chainage (km)	Side	Overall length (m)	Span Arrangement (m)	structural configuration	Width (m)
1	264+530	Left	65.1	3x21.7	New 3 lane Structure	15.2

Note: - The proposed span arrangement is tentative. The same shall be finalized in consultation with Indian Railways/IE. Any increase in span arrangement shall not be treated as change in scope of work.





Appendix XXVII

Measures for Protecting Structures in marine environment

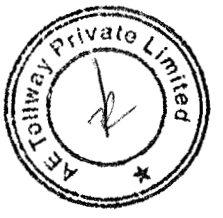
NIL

Appendix XXVIII

Requirement of climbing lane

NIL





Appendix XXIX

The details of locations, where road is to be taken through tunnel

NIL

Appendix XXX

A. Details of Major Junction:-

Sl. No.	Description	Chainage (Km)	Location
1	NH-93 (Agra-Moradabad)	200+635	Agra
2	SH-31 (Tundla-Etah)	221+635	Tundla
3	(Start of Firozabad Bypass)	232+620	Firozabad
4	Firozabad	3+400	In Firozabad Bypass
5	Firozabad	4+700	In Firozabad Bypass
6	(End of Firozabad Bypass)	252+250	Firozabad
7	SH-85 (Shikohabad-Etah)	261+019	Shikohabad
8	SH-84 (Shikohabad-Mainpuri)	261+718	Shikohabad
9	NH-92 (Bhongaon-Gwalior)	320	Etawah
10	NH-91A (Kannauj-Etawah)	321	Etawah

B. Details of Minor Junctions:-

Sl. No.	Existing Chainages (Km)	Side	Leading to
1	200+860	RHS	To Agra City
2	201+200	LHS	To Agra City
3	202+050	LHS / RHS	To Village / To Village Barna
4	202+640	LHS	To MandiSamiti
5	203+460	LHS	To Aligarh
6	203+781	RHS	To Nunihai
7	206+610	LHS	To Village
8	206+683	RHS	To Village
9	208+220	LHS	To Village
10	208+567	RHS	To Village
11	210+800	LHS / RHS	To Bhagupur / To Village Barna
12	211+928	LHS	To Nawalpur
13	214+080	RHS	To Village
14	214+640	LHS	To Budhiakatal
15	215+740	LHS	To Village
16	216+110	LHS	To Village
17	216+630	LHS	To Barhan
18	216+960	RHS	To Etamadpur
19	216+980	LHS	To Surhara
20	217+100	RHS	To IOCL
21	217+230	RHS	To Village
22	217+600	LHS	To Village
23	217+800	LHS	To Shatarli
24	218+900	RHS	To Village
25	218+950	LHS	To Village
26	219+231	LHS / RHS	To Mahadev / To NaglaBana
27	219+820	LHS	Mohammadabad

Sl. No.	Existing Chainages (Km)	Side	Leading to
28	219+910	LHS	Mohammadabad
29	220+765	LHS / RHS	Mohammadabad / To Village
30	220+780	RHS	To NaglaBana
31	221+240	LHS	To Chhitrai
32	221+600	LHS / RHS	To Etah / Tundla Rly Station(Tundla chauraha)
33	222+900	LHS	To Pasai
34	223+475	RHS	To Garhimisri
35	224+380	RHS	To Village
36	224+467	LHS / RHS	To Sicrari / To Niyamatpur
37	224+795	LHS	To Badanpur
38	225+382	LHS	To Village Madavali
39	225+590	RHS	To Village Baaghai
40	225+970	RHS	To Village Baaghai
41	227+320	RHS	To Garhizafar
42	227+365	LHS	To Village Hazaratpur
43	227+712	RHS	To Gadhizafar
44	228+270	LHS	To O.E.F Hazaratpur
45	228+806	LHS	To Village Danauli
46	229+193	LHS	To Ussaini Village
47	229+786	RHS	To Nanglakhar
48	229+796	LHS	To Ussaini
49	229+876	RHS	To Nanglakhar
50	230+040	LHS	To Ussaini
51	230+910	LHS	To Village Ussaini
52	231+055	LHS / RHS	To Bachhu baba ashram / To Raj katal
53	231+200	LHS / RHS	To Bondela / To Raja katal
54	232+290	LHS / RHS	To Gail / To Raj katal
55	1+300	LHS / RHS	To Village
56	2+900	LHS / RHS	To Village
57	7+650	LHS / RHS	MDR Crossing
58	9+000	LHS / RHS	To Village
59	11+250	LHS / RHS	To Village
60	13+650	LHS / RHS	To Village
61	15+300	LHS / RHS	To Village
62	17+750	LHS / RHS	MDR Crossing
63	253+215	LHS	To Village road
64	253+573	RHS	To Village road
65	254+333	RHS	To Village road
66	255+350	RHS	To Village road
67	255+381	LHS	To Vikash Ashram
68	255+463	LHS	To Village road
69	257+259	LHS / RHS	To Village road / To Village road

Sl. No.	Existing Chainages (Km)	Side	Leading to
70	257+823	LHS	To Village road
71	257+833	RHS	To Village road
72	258+048	LHS	To Balaji Temple
73	258+483	RHS	To Village road
74	258+730	RHS	To Village road
75	259+333	RHS	To Subashtiraha/ To Bateshwar
76	259+803	LHS / RHS	To Kutcha road / To Kutcha road
77	259+941	LHS / RHS	To Pratappur / To Minor road / Juctions
78	260+113	RHS	To Kutcha road
79	260+513	LHS	To Kutcha road
80	260+633	LHS	To Kutcha road
81	260+748	LHS	Minor road junction
82	261+019	LHS / RHS	Eatachauraha junction
83	261+718	LHS / RHS	Mainpuri / Shikohabad /Mainpurichowrahajuction
84	261+913	RHS	To Kutcha road
85	262+059	RHS	Minor road junction
86	262+373	LHS / RHS	To Kutcha road / To Kutcha road
87	265+443	LHS	To Kutcha road
88	269+006	RHS	To Village road
89	269+029	LHS	To Village road
90	270+213	LHS	To Village road
91	270+218	RHS	To Village road
92	270+463	LHS	To Village road
93	270+548	RHS	To Sirsagunj city
94	271+113	LHS	To Village road
95	271+715	LHS / RHS	To Village road / To Village road
96	272+687	LHS / RHS	To Araon/mainpuri / To Sirsaganj
97	273+561	LHS / RHS	To Begu / To Sirsaganj
98	274+056	LHS / RHS	To Village road / To Village road
99	274+793	LHS / RHS	To Village road / To Village road
100	275+308	LHS / RHS	To Village road / To Village road
101	276+175	LHS / RHS	To Karhal / To sirsaganj
102	278+233	RHS	To Sirsaganj Bypass
103	278+382	LHS	To Karelba
104	279+383	LHS	To Kutcha road
105	279+443	LHS	To Village road
106	279+603	RHS	To Village road
107	280+373	RHS	To Village road
108	282+706	LHS	To GundiaTikur
109	282+300	LHS	To Village road
110	282+893	RHS	To Ukhrand
111	284+049	LHS / RHS	To Dihuli / To Ukhrand

Sl. No.	Existing Chainages (Km)	Side	Leading to
112	284+493	RHS	To Ukhrand
113	285+423	RHS	To Binai
114	287+123	LHS / RHS	To Village road / To Village road
115	287+673	RHS	To Kathphori
116	287+988	RHS	To Village road
117	289+513	LHS	To Village road
118	291+326	RHS	To Village road
119	292+026	LHS	To Village road
120	292+131	RHS	To Village road
121	292+833	LHS	To Kutcha road
122	293+134	RHS	To Village road
123	293+238	LHS	To Village road
124	293+786	RHS	To Village road
125	294+646	LHS / RHS	To Village road / To DholpurKhera
126	295+603	RHS	To Village road
127	296+294	LHS	To Kutcha road
128	297+353	RHS	To Village road
129	297+918	LHS	To Village road
130	298+103	RHS	To Village road
131	301+428	RHS	To Jaswantnagar
132	301+718	LHS	To Bhabalpur
133	302+601	RHS	To Village road
134	302+710	LHS / RHS	To saifi / To Jaswantnagar
135	302+800	LHS	To Village road
136	303+333	LHS / RHS	To Chamara / To Yamuna Ghat
137	304+855	RHS	To Village road
138	305+120	LHS	To Bedpura
139	305+203	RHS	To Village road
140	306+700	RHS	To Village road
141	307+724	LHS	To Village road
142	307+759	RHS	To Village road
143	309+338	LHS	To Bhaisroi
144	309+700	RHS	Etawah city
145	314+394	LHS	Nagla peer kutcha track
146	316+816	LHS / RHS	MDR57
147	318+516	LHS / RHS	Mainpuri / Etawah
148	319+200	LHS / RHS	Usrraadda
149	319+936	LHS / RHS	Farukhabad / Gwalior
150	320+208	LHS / RHS	EtawahBharthna road
151	321+315	LHS / RHS	EtawahBharthna road
152	322+970	RHS	To Village road
153	323+124	LHS	To Etawah/Gwalior
154	323+470	RHS	To Manikpur

SCHEDULE – C
(See Clause 2.1)

1 Project Facilities

The Concessionaire shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

(a) Toll plazas;

(b) Roadside furniture;

(c) Street lighting;

(d) Pedestrian facilities;

(e) Landscaping and tree plantation;

(f) Rest areas;

(g) Truck lay-byes;

(h) Bus-bays and passengers shelters;

(i) Cattle crossings;

(j) Development of site for wayside amenities;

(k) Traffic aid posts;

(l) Medical aid posts;

(m) Vehicle rescue posts;

(n) Telecom system; and

(o) Highway traffic management system.

2 Project Facilities for Six - Laning

Project Facilities forming part of Six-Laning and to be completed on or before the Project Completion Date have been described in Annex-I of this **Schedule-C**.

Annex - I

(Schedule-C)

Project Facilities for Six -Laning

1 Project Facilities

The Concessionaire shall construct the Project Facilities described in this **Annex-I** to form part of the Six - Lane Project Highway. The Project Facilities shall include:

(a) Toll plazas;

(b) Roadside furniture;

(c) Pedestrian facilities;

(d) Tree plantation;

(e) Truck lay-byes;

(f) Bus-bays and passengers shelters; and

(g) Others

1. Highway Lighting
2. Highway Patrol
3. Ambulances
4. A.T.M.S.
5. Development of site for wayside amenities/ rest areas with toilets, dormitory with toilets, shopping plaza, covered area for Restaurant (pillar less), open restaurant, kitchen, store, lobby, and elegant facia.
6. Traffic aid posts
7. Medical aid posts
8. Vehicle rescue posts
9. Telecom system
10. Cattle/Pedestrian Crossings

2 Description of Project Facilities

(a) Toll Plazas

PROPOSED LOCATIONS OF TOLL PLAZA		
Sl. No.	**Chainage (Km)**	**Remarks**
1	224+950	Existing Toll Plaza
2	285+200	Existing Toll Plaza

(b) Road side Furniture

(i) Traffic Signs and Pavement Markings

Traffic signs and pavement markings shall include road signs, full gantries, half gantries, overhead signs, mounted signs, road markings, cat-eyes, chevron marking board, pasting of stickers on each vertical post of crash barrier along the project highway. The locations for these provisions shall be finalised in consultation with Independent Engineer.

(ii) Concrete Crash Barrier and Metal beam crash barrier

(iii) Traffic Safety Devices

Road Side safety barriers shall be provided at all locations of hazards such as high embankment, road side obstacles, sharp curves, VUP and bridge approaches, overpasses, ROB and any other locations identified in consultation with Independent Engineer during the execution of the project highway.

(iv) Boundary Stones

(v) Hectometer/Kilometer Stones

(vi) Traffic Blinker Signal (L.E.D.) at all intersections

(c) Pedestrian Facilities

Pedestrian Guard rails shall be provided at major junctions, truck lay byes, bus bays and near schools/ hospitals.

(d) Landscaping and Tree Plantation

Landscaping of the highway shall be done on, but not limited to, the following:

Median

Grade Separated intersections

Entry and Exit ramp

At grade islands of intersection locations

Toll Plaza Area

(e) Truck Lay-byes

Truck Lay byes shall be provided at locations given at **Appendix C-I.**

(f) Bus-bays and Passengers Shelters

Bus bays and passenger shelters shall be provided at locations given at **Appendix C-II.**

(g) Others

1. Highway Lighting

Lighting shall be provided in Built –up area, underpass locations, toll

plaza area, truck lay bye locations, bus bay locations, and major junctions. High mast lighting shall be provided at all major junctions and toll plazas. The lightings shall be as per **Schedule "D".**

2. **Highway Patrol**

Highway Patrol units shall be provided as per **Schedule "D".**

3. **Ambulances**

Ambulances shall be provided as per **Schedule "D".**

4. **Advance Traffic Management System (ATMS)**

Advance Traffic Management System (ATMS) shall be provided as per **Schedule "D".**

5. **Traffic Aid Posts**

Traffic Aid Posts shall be provided as per **Schedule "D".**

6. **Medical Aid Posts**

Medical aid posts shall be provided as per **Schedule "D".**

7. **Vehicle rescue posts**

Vehicle rescue posts shall be provided as per **Schedule "D".**

8. **Telecom system**

Telecom system shall be provided as per **Schedule "D".**

9. **Cattle/Pedestrian Crossing**

Cattle & Pedestrian crossings shall be provided as per specifications and standards specified in Schedule D. The Locations and to the sizes as specified in Schedule B.

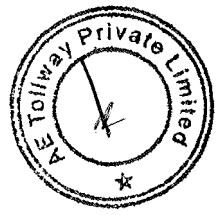
Note: In case of any discrepancy in number or location of any of the project facilities mentioned in this **Annexure-I,** the Independent Engineer shall finalize the number/location of these facilities as per site requirements.

Appendix C-I

Proposed Truck Lay-byes Locations

Sl. No.	Location (Km)	Sides
1	262	Both
2	304	Both





Appendix C-II

Location of Bus Bays and Bus shelters

Sl. No.	Chainage (km)	Left	Right
1	210.650	Yes	-
2	210.950	-	Yes
3	216.800	Yes	-
4	217.350	-	Yes
5	221.650	Yes	-
6	221.900	-	Yes
7	228.100	Yes	-
8	228.500	-	Yes
9	261.350	Yes	Yes
10	270.700	-	Yes
11	271.250	Yes	-
12	278.100	Yes	-
13	278.400	-	Yes
14	287.400	Yes	Yes
15	294.450	Yes	-
16	294.800	-	Yes
17	299.100	Yes	-
18	299.200	-	Yes
19	303.150	Yes	-
20	303.500	-	Yes

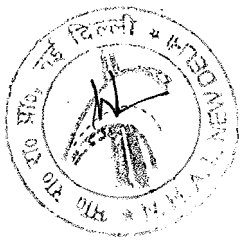
SCHEDULE – D

(See Clause 2.1)

SPECIFICATIONS AND STANDARDS

1 Six Laning

The Concessionaire shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of Six-Lane project highway.





ANNEX-I

(Schedule – D)

Specifications and Standards for Six Laning

1 Manual of Specifications and Standards to apply

Subject to the provisions of Paragraph 2 of this Annex-I, Six Laning of the Project Highway shall conform to the Manual of Specifications and Standards for Six Laning of National Highways through Public Private Partnership (IRC:SP:87-2013), published by Indian Roads Congress.

2 Deviations from the Manual

Notwithstanding anything to the contrary contained in the aforesaid Manual, the following Specifications and Standards shall apply to the Six Lane Project Highways, and for purposes of this Agreement, the aforesaid Manual shall be deemed to be amended to the extent set forth below:

S. No.	Item	Provision as per Manual	Modified Provision
1	Median width	Table no. 2.2 of clause 2.5 of the Manual	Width of existing median is retained in stretches of road where widening of road is proposed. Minimum width of median as per Table no. 2.2 of clause 2.5 shall be provided in case of raising/reconstruction of road and bypass sections.
2	Existing ROBs, Grade separators/Flyovers, Vehicular underpasses, Pedestrian underpasses, Major bridges and Minor bridges and their approaches.	Clause no. 7.3, Clause no. 7.18 and Clause no. 7.19 of the Manual	Existing structures having carriageway width more than 10m on either side are retained without any modifications and approaches of such structures are also retained.
3	Kerb Shyness	Clause 2.5.1of the Manual	The stretches where existing carriageway is not proposed for widening, the kerb shyness shall be maintained as 0.25m width in place of 0.5m width.
4	6 laning	Section - 1	Existing road stretches passing through Etmadpur town (from km 215.600 to km 217.700), Tundla town (from km 221.300 to km 222.800), Katphori village (from km 287.300 to km 288.300) and Mithepur village (from km 292.000 to km 292.500) are not proposed for Six laning because of non-availability of land for construction of Six laning. Existing Etawah Bypass (from km 309.900 to km 322.600) is also not proposed for Six laning because of less traffic in that section.
5	Existing Six lane stretch	Section - 1	Existing Six lane stretches are retained with provision of additional service roads.

SCHEDULE –E
(See Clause 4.1.3)

APPLICABLE PERMITS

1 Applicable Permits

1.1 The Concessionaire shall obtain, as required under the Applicable Laws, the following Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Authority in accordance with Clause 4.1.3 of the Agreement:

(a) Permission of the State Government for extraction of boulders from quarry;

(b) Permission of Village Panchayat and Pollution Control Board for installation of crushers;

(c) Licence for use of explosives;

(d) Permission of the State Government for drawing water from river/reservoir;

(e) Licence from Inspector of factories or other competent authority for setting up Batching Plant;

(f) Clearance of Pollution Control Board for setting up Batching Plant;

(g) Clearance of Village Panchayats and Pollution Control Board for Asphalt Plant;

(h) Permission of Village Panchayat and State Government for borrow earth;

(i) Permission of State Government for cutting of trees; and

(j) Any other permits or clearances required under Applicable Laws.

1.2 Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority as a Condition Precedent.

SCHEDULE –F
(See Clause 9.1)

PERFORMANCE SECURITY

The Chairman,
National Highways Authority of India
New Delhi

WHEREAS:

(A) AE Tollway Private Limited(the "**Concessionaire**") and the Chairman, National Highways Authority of India (the "**Authority**") have entered into a Concession Agreement dated ..... (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking Six Laning of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525) in the State of Uttar Pradesh under NHDP Phase-V on BOT (Toll) mode on design, build, finance, operate and transfer ("**DBFOT**") basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs 139.52 crore (Rupees One Thirty Nine crore and Fifty Two Lakh only) (the "Guarantee **Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C) We, ... through our Branch at ..... (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of General Manager in the National Highways Authority of India, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the

Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate

sum not less than 40% (forty per cent) of the Total Project Cost which is deemed to be Rs. 660.08 Crore (Rupees Six Hundred Sixty Crore and Eight Lakh only) for the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive

11 This guarantee shall also be operational at our branch ..... at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

12. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

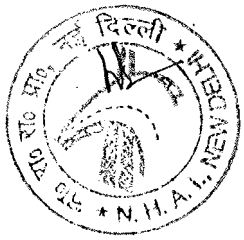
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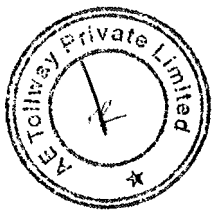




(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.





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 Six-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 400th (four hundredth) 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 30% (Thirty 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 650th(six 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 Six-Laning Date

5.1 The Scheduled Six-Laning Date shall occur on the 910th (Nine Hundred Tenth) day from the Appointed Date.

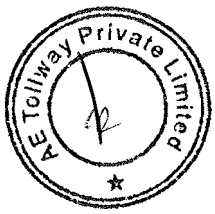
5.2 On or before the Scheduled Six-Laning Date, the Concessionaire shall have completed Six-Laning in accordance with this Agreement.

6 Extension of period

AE Tollway Private Limited

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Six-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.





SCHEDULE –H
(See Clause 12.3)

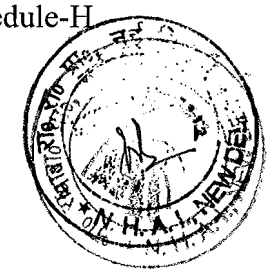
DRAWINGS

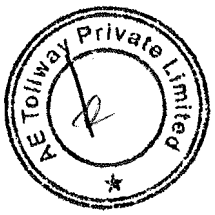
1 Drawings

In compliance of the obligations set forth in Clause 12.3 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-H.

2 Additional drawings

If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer, as if such drawings formed part of Annex-I of this Schedule-H.





Annex - I
(Schedule-H)

List of Drawings

A broad list of the drawings of the various components/elements of the Project Highway and project facilities required to be submitted by the Concessionaire is given below:

(a) Drawings of horizontal alignment, vertical profile and cross sections;

(b) Drawings of cross drainage works;

(c) Drawings of interchanges, major intersections, grade separators, underpasses and ROB's/RUB's;

(d) Drawings of toll plaza layout, toll collection systems and roadway near Toll Plaza;

(e) Drawings of Control Centre;

(f) Drawings of bus-bay and bus shelters with furniture and drainage system;

(g) Drawing of a truck parking lay bye with furniture and drainage system;

(h) Drawings of road furniture items including traffic signage, markings, safety barriers, etc.;

(i) Drawings of traffic diversion plans and traffic control measures;

(j) Drawings of road drainage measures;

(k) Drawings of typical details slope protection measures;

(l) Drawings of landscaping and horticulture;

(m) Drawings of pedestrian crossings;

(n) Drawings of street lighting;

(o) Layout/Configuration of HTMS; and

(p) General arrangement of Base camp and Administrative Block.

SCHEDULE –I
(See Clause 14.1.2)

TESTS

1 Schedule for Tests

1.1 *The Concessionaire shall, not later than 30 (thirty) days prior to the likely completion of Six-Laning, notify the Independent Engineer and the Authority of its intent to subject the Project Highway to Tests, and not later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Six-Laning.*

1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project Highway to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-I.

2 Tests

2.1 Visual and physical Test: The Independent Engineer shall conduct a visual and physical check of Six-Laning to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.

2.2 Test drive: The Independent Engineer shall undertake a test drive of the Project Highway by a Car and by a fully loaded Truck to determine that the quality of service conforms to the provisions of the Agreement.

2.3 Riding quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 1,800 (one thousand and eight hundred) mm for each kilometre.

2.4 Pavement Composition Test: The thickness and composition of the pavement structure shall be checked on a sample basis by digging pits to determine conformity of such pavement structure with Specifications and Standards. The sample shall consist of one pit in each direction of travel to be chosen at random in each stretch of 5 (five) kilometres of the Project Highway. The first pit for the sample shall be selected by the Independent Engineer through an open draw of lots and every fifth kilometre from such first pit shall form part of the sample for this pavement quality Test.

2.5 Cross-section Test: The cross-sections of the Project Highway shall be checked on a sample basis through physical measurement of their dimensions for determining the conformity thereof with Specifications and

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AE Tollway Private Limited

Standards. For the road portion, the sample shall consist of one spot to be selected at random in each stretch of 1 (one) kilometre of the Project Highway. The first spot for the sample shall be selected by the Independent Engineer through an open draw of lots and the spots located at every one kilometre from such first spot shall form part of the sample. For the bridge portion, one spot shall be selected at random by the Independent Engineer in each span of the bridge.

2.6 Structural Test for bridges: All major and minor bridges constructed by the Concessionaire shall be subjected to the Rebound Hammer and Ultrasonic Pulse Velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Independent Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.

2.7 Other Tests: The Independent Engineer may require the Concessionaire to carry out or cause to be carried additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

2.8 Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.

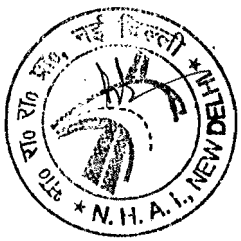
2.9 Safety review: Safety audit of the Project Highway shall have been undertaken by the Safety Consultant as set forth in Schedule-L, and on the basis of such audit, the Independent Engineer shall determine conformity of the Project Highway with the provisions of this Agreement.

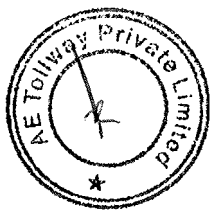
3 Agency for conducting Tests

All Tests set forth in this Schedule-I shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

4 Completion

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate, in accordance with the provisions of Article 14.





SCHEDULE –J

(See Clauses 14.2 & 14.3)

COMPLETION CERTIFICATE

1 I, ... (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated ..... (the "Agreement"), for Six-Laning [and subsequent Six-Laning] of the Agra-Etawah Bypass section of NH-2 (From km 199.660 to km 323.525)in the State of Uttar Pradesh under NHDP Phase-V on BOT (Toll) mode (the "Project Highway") on design, build, finance, operate and transfer (DBFOT) basis, through ..... (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof.

2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Six-Laning have been completed, and the Project Highway is hereby declared fit for entry into commercial operation on this the ..... day of ..... 20.....

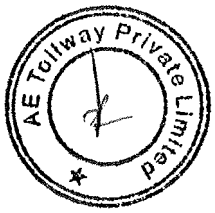
SIGNED, SEALED AND DELIVERED
For and on behalf of
the INDEPENDENT ENGINEER by:

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

PROVISIONAL CERTIFICATE

(Deleted)





SCHEDULE –K
(See Clause 17.2)

MAINTENANCE REQUIREMENTS

1 Maintenance Requirements

1.1 The Concessionaire shall, at all times, operate and maintain the Project Highway in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-K (the "**Maintenance Requirements**").

1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-K within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 17.8 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2 Repair/rectification of defects and deficiencies

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex-I of this Schedule-K within the time limit set forth therein.

3 Other defects and deficiencies

3.1 In respect of any defect or deficiency not specified in Annex-I of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.

3.2 In respect of any defect or deficiency not specified in Annex-I of this Schedule-K, the Independent Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the Independent Engineer.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-K, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Project Highway poses danger to the life or property of the Users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

6 Daily Inspection by the Concessionaire

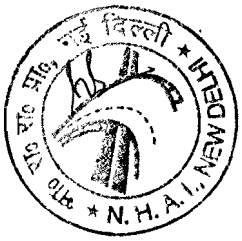
The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project Highway and maintain a record thereof in a register to be kept in such form and manner as the Independent Engineer may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and the Independent Engineer at any time during office hours.

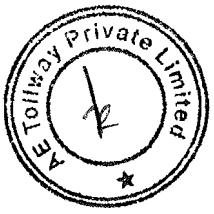
7 Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire so that the Project Highway conforms to the Maintenance Requirements on the Transfer Date.

8 Display of Schedule-K

The Concessionaire shall display a copy of this Schedule-K at the Toll Plazas along with the Complaint Register stipulated in Article 46.





Annex - I
(Schedule-K)

Repair/Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-K within the time limit set forth herein.

Nature of defect or deficiency			Time limit for repair/ rectification
ROADS			
(a)	**Carriageway and paved shoulders**		
(i)	Breach or blockade	-	Temporary / restoration of traffic within 24 hours; permanent restoration within 15 days
(ii)	Roughness value exceeding 2,500 mm in a stretch of 1 km (as measured by a standardised roughometer/bump integrator)	-	180 days
(iii)	Pot holes	-	48 hours
(iv)	Cracking in more than 5% of road surface in a stretch of 1 km	-	30 days
(v)	Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge)	-	30 days
(vi)	Bleeding/skidding	-	7 days
(vii)	Ravelling/Stripping of bitumen surface exceeding 10 sq m	-	15 days
(viii)	Damage to pavement edges exceeding 10 cm	-	15 days
(ix)	Removal of debris	-	6 hours
(b)	**Hard/earth shoulders, side slopes, drains and culverts**		
(i)	Variation by more than 2% in the prescribed slope of camber/cross-fall	-	30 days

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(ii)	Edge drop at shoulders exceeding 40 mm	- 7 days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	- 30 days
(iv)	Rain cuts/gullies in slope	- 7 days
(v)	Damage to or silting of culverts and side drains during and immediately preceding the rainy season	- 7 days
(vi)	Desilting of drains in urban/semi-urban areas	- 48 hours
(c)	**Road side furniture including road signs and pavement marking**	
(i)	Damage to shape or position; poor visibility or loss of retro-reflectivity	- 48 hours
(d)	**Street lighting and telecom (ATMS)**	
(i)	Any major failure of the system	- 24 hours
(ii)	Faults and minor failures	- 8 hours
(e)	**Trees and plantation**	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	- 24 hours
(ii)	Deterioration in health of trees and bushes	- Timely watering and treatment
(iii)	Replacement of trees and bushes	- 90 days
(iv)	Removal of vegetation affecting sight line and road structures	- 15 days
(f)	**Rest areas**	
(i)	Cleaning of toilets	- Every 4 hours
(ii)	Defects in electrical, water and sanitary installations	- 24 hours
(g)	**Toll plazas**	
(i)	Failure of toll collection equipment or lighting	- 8 hours

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(ii)	Damage to toll plaza	- 7 days

(h) Other Project Facilities and Approach roads

(i)	Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works	- 15 days

BRIDGES

(a) Superstructure of bridges

(i)	Cracks	
	Temporary measures	- within 48 hours
	Permanent measures	- within 45 days
(ii)	Spalling/scaling	- 15 days

(b) Foundations of bridges

(i)	Scouring and/or cavitation	- 15 days

(c) Piers, abutments, return walls and wing walls of bridges

(i)	Cracks and damages including settlement and tilting	- 30 days

(d) Bearings (metallic) of bridges

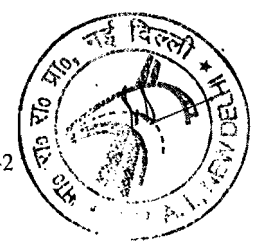
(i)	Deformation	- 15 days

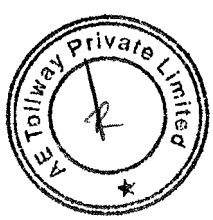
(e) Joints in bridges

(i)	Loosening and malfunctioning of joints	- 15 days

(f) Other items relating to bridges

(i)	Deforming of pads in elastomeric bearings	- 7 days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	- 3 days
(iii)	Damage or deterioration in parapets and handrails	- 3 days
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	- 15 days





(v)	Damage to wearing coat	- 15 days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	- 30 days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	- 15 days





SCHEDULE –L
(See Clause 18.1.1)

SAFETY REQUIREMENTS

1 Guiding principles

1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Project Highway, irrespective of the person(s) at fault.

1.2 Users of the Project Highway include motorised and non-motorised vehicles as well as pedestrians and animals involved in, or associated with accidents. Vulnerable Road Users (VRU) include pedestrians as well as riders of motorised two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.

1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.4 Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.

2 Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

(a) Applicable Laws and Applicable Permits;

(b) Manual for Safety in Road Design, issued by MORTH;

(c) relevant Standards/Guidelines of IRC relating to safety, road geometrics, bridges, culverts, road signs, pavement marking and roadside furniture;

(d) provisions of this Agreement; and

(e) Good Industry Practice.

3 Appointment of Safety Consultant

For carrying out safety audit of the Project Highway under and in accordance

with this Schedule-L, the Authority shall appoint from time to time, one or more qualified firms or organisations as its consultants (the "**Safety Consultant**"). The Safety Consultant shall employ a team comprising, without limitation, one road safety expert and one traffic planner to undertake safety audit of the Project Highway.

4 Safety measures during Development Period

4.1 Not later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project Highway in the preceding two years by obtaining copies of the relevant First Information Reports (FIRs) from the police stations having jurisdiction. The information contained in such FIRs shall be summarised in the form prescribed by IRC/ MORTH for this purpose and the data shall be analysed for the type of victims killed or injured, impacting vehicles, location of accidents and other relevant factors.

4.2 The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the "**Safety Drawings**"). Such design details shall include horizontal and vertical alignments; sightlines; layouts of intersections; interchanges; road cross-section; bridges and culverts; side drains; provision for parked vehicles, slow moving vehicles (tractors, bullock carts, bicycles) and pedestrians; bus bays; truck lay-bys; and other incidental or consequential information. The Safety Consultant shall review the design details and forward three copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.

4.3 The accident data and the design details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Project Highway. The safety audit shall be completed in a period of three months and a report thereof (the "**Safety Report**") shall be submitted to the Authority, in five copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.

4.4 The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Project Highway, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of MORTH and IRC, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Concessionaire shall make a

report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.

4.5 Without prejudice to the provisions of Paragraph 4.4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and not later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify; provided that any works or services required to be undertaken hereunder shall be governed by the provisions of Article 18.

5 Safety measures during Construction Period

5.1 A Safety Consultant shall be appointed by the Authority, not later than 4 (four) months prior to the expected Project Completion Date, for carrying out a safety audit of the completed Construction Works.

5.2 The Safety Consultant shall collect and analyse the accident data for the preceding two years in the manner specified in Paragraph 4.1 of this Schedule-L. It shall study the Safety Report for the Development Period and inspect the Project Highway to assess the adequacy of safety measures. The Safety Consultant shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional road safety measures, if any, that are considered essential for reducing accident hazards on the Project Highway. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.

5.3 The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and road Users in accordance with the guidelines of IRC for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.

6 Safety measures during Operation Period

6.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

6.2 The Concessionaire shall establish a Highway Safety Management Unit (the "**HSMU**") to be functional on and after COD, and designate one of its officers to be in-charge of the HSMU. Such officer shall have specialist knowledge and training in road safety and traffic engineering by having attended a course conducted by a reputed organisation on the subject.

6.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project Highway. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarised in the form prescribed by IRC/MORTH for this purpose. The Concessionaire shall also record the exact location of each accident on a road map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.

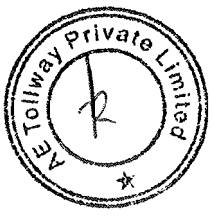
6.4 The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 6.1 of this Schedule-L for averting or minimising such accidents in future.

6.5 Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Project Highway. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the road, bridges, culverts, markings, signs, road furniture and Project Facilities, including cattle crossings and pedestrian crossings. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.

7 Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met out of the Safety Fund.





SCHEDULE –M
(See clause19.5)

MONTHLY FEE STATEMENT

Project Highway: Agra –Etawah **Month:**

Type of Vehicle	For Corresponding Month of Previous		For Preceding Month		For the Month Reported upon		
	No. of Vehicles	Fee Collected (in lakh Rs.)	No. of Vehicles	Fee Collected (in lakh Rs.)	Fee per Vehicle (in Rs.)	No. of Vehicles	Fee Collected (in lakh Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A Car							
B LCV							
C Bus							
D Truck							
E Three axle vehicle							
F Heavy construction machinery or earth moving equipments or Multi-axle							
G Oversized vehicle							
H **Total**							

Note 1: The above statement does not include Local Users and vehicles travelling on Passes

Note 2: Monthly Fee Statements for Passes have been prepared separately in the above format and are enclosed.

Remarks, if any:

AE Tollway Private Limited

SCHEDULE –N
(See Clause22.1)

WEEKLY TRAFFIC CENSUS

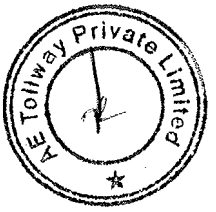
Project Highway: **Week ending:**

Type of Vehicle	No. of vehicles using the Project Highway during		
	Corresponding week/last year	Preceding week	Week of report
(1)	(2)	(3)	(4)
A Fee paying Traffic A1 Car			
A2 LCV			
A3 Bus			
A4 Truck			
A5 Three axle vehicle			
A6 Heavy construction machinery or earth moving equipments or Multi-axle Vehicle			
A7 Oversized vehicle			
Total (A)			
B Local Users B1 Car			
Total (B)			
C Exempted Vehicles C1 Motor Cycle			
C2 Car			
C3 LCV			
C4 Bus			
C5 Truck			
C6 Three axle vehicle			
C7 Heavy construction machinery or earth moving equipments or Multi-axle Vehicle			
C8 Tractor			
Total (C)			
D Total Traffic (A+B-C) D1 Motor Cycle			
D2 Car			
D3 LCV			
D4 Bus			
D5 Truck			

D6 Three axle vehicle			
D7 Heavy construction machinery or earth moving equipments or Multi-axle Vehicle			
D8 Oversized vehicle			
D9 Tractor			
Grand Total (E)			

Remarks, if any:





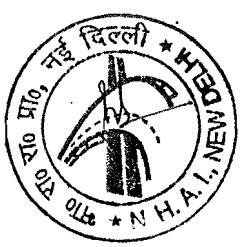
WEEKLY REPORT FOR WEIGH STATIONS

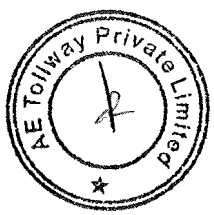
Project Highway: **Week ending:**

Type of Vehicle	Permitted Gross Vehicle	No. of Vehicles weighed (Sample size)	No. of Vehicles carrying load:			
			Within permissible limits	Up to 10% in excess	Over 10% and up to 20% in excess	Over 20% in excess
(1)	(2)	(3)	(4)	(5)	(6)	(7)
A LCV						
B Truck						
C Three axle vehicle						
D Heavy construction machinery or earth moving equipments or Multi-axle Vehicle						
E **Total**						

Note: Sample size shall not be less than 200 trucks per week and 20 trucks per day, and should include a proportionate number of Heavy construction machinery or earth moving equipments or Multi-axle Vehicle.

Remarks, if any:





SCHEDULE –O
(See Clause 22.3.1)

TRAFFIC SAMPLING

1 Traffic sampling

The Authority may, in its discretion and at its own cost, undertake traffic sampling, pursuant to Clause 22.3, in order to determine the actual traffic on the Project Highway. Such traffic sampling shall be undertaken through the Independent Engineer in the manner set forth below.

2 Manual traffic count

The Independent Engineer shall employ the required number of enumerators who shall count, classify and record all the vehicles as they pass by, and divide the survey into fixed time periods. The count stations shall be located near the Toll Plazas on a straight section of the road with good visibility. The survey shall be conducted continuously for a minimum of 24 (twenty four) hours and maximum of 7 (seven) days at a time. The count period shall be 15 (fifteen) minutes with results summarised hourly.

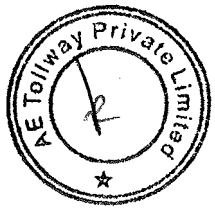
3 Automatic traffic count

For automatic traffic count to be conducted on intermittent (non-continuous) basis, the Independent Engineer shall use suitable and standardised equipment to classify and record the range of vehicles passing through the Toll Plazas. For this purpose, the counter shall be checked with at least 100 (one hundred) vehicles, including all major vehicle types, over a range of speeds to ensure that all vehicles are being counted and classified correctly.

4 Variation between manual and automatic count

Average Daily Traffic (ADT) for each type of vehicle shall be determined separately by the aforesaid two methods and in the event that the number of vehicles in any category, as counted by the manual method, varies by more than 1% (one per cent) of the number of such vehicles as counted by the automatic method, the manual and automatic count of such category of vehicles shall be repeated, and in the event of any discrepancy between the two counts in the second enumeration, the average thereof shall be deemed to be the actual traffic. For the avoidance of doubt, it is expressly agreed that the Authority may, in consultation with the Concessionaire, adopt modified or alternative processes of traffic sampling for improving the reliability of such sampling.





SCHEDULE –P
(See Clause 23.1)

SELECTION OF INDEPENDENT ENGINEER

1 Selection of Independent Engineer

1.1 The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments: Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, mutatis mutandis, for invitation of bids and evaluation thereof save as otherwise provided herein.

1.2 The Authority shall invite expressions of interest from consulting engineering firms or bodies corporate to undertake and perform the duties and functions set forth in Schedule-Q and thereupon shortlist 10 (ten) qualified firms in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Authority shall, after considering all relevant factors, finalise and constitute a panel of 10 (ten) firms (the "**Panel of Firms**") and convey its decision to the Concessionaire.

1.3 The Authority shall invite the aforesaid firms in the Panel of Firms to submit their respective technical and financial offers, each in a separate sealed cover. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall shortlist 3 (three) eligible firms on the basis of their technical scores. The financial bids in respect of such 3 (three) firms shall be opened and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.

2 Fee and expenses

2.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Authority shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed 2% (two per cent) of the Total Project Cost. Payments not exceeding such 2% (two per cent) shall be borne equally by the Authority and the Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

2.2 The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with

due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period, including the construction of Six-Laning, shall be borne equally by the Authority and the Concessionaire.

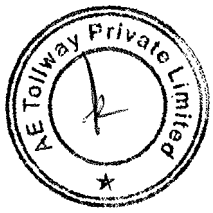
3 Constitution of fresh panel

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.

4 Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided that a government-owned entity which is owned or controlled by the Authority and/or MORTH shall not be eligible for appointment as Independent Engineer.





SCHEDULE –Q
(See Clause 23.2.1)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1 Scope

1.1 These Terms of Reference for the Independent Engineer (the "**TOR**") are being specified pursuant to the Concession Agreement dated ..... (the "**Agreement**"), which has been entered into between the Authority and AE Tollway Private Limited. (the "**Concessionaire**") for Six-Laning of the section of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525) in the State of Uttar Pradesh on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 This TOR shall apply to construction, operation and maintenance of the Six-Lane Project Highway.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3 Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall include the following:

(i) review of the Drawings and Documents as set forth in Paragraph 4;

(ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;

(iii) conducting Tests on completion of construction and issuing Completion as set forth in Paragraph 5;

(iv) review, inspection and monitoring of O&M as set forth in Paragraph 6;

(v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;

(vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

(vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

(viii) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and

(ix) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.

4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Highway, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

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5 Construction Period

5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

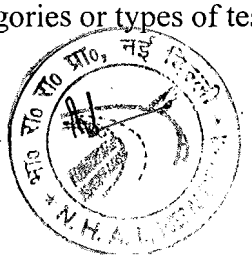
5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

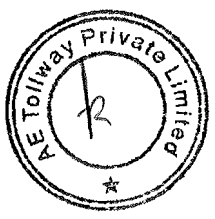
5.3 The Independent Engineer shall inspect the Construction Works and the Project Highway once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "**Inspection Report**") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

5.4 The Independent Engineer may inspect the Project Highway more than once in a month if any lapses, defects or deficiencies require such inspections.

5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "**Quality Control Manuals**") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.





5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.

5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the

AE Tollway Private Limited

provisions of Article 14 and Schedule-I.

5.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6 Operation Period

6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

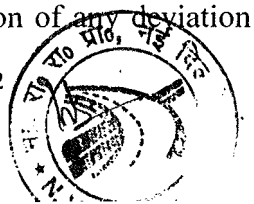
6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

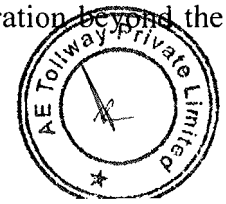
6.4 The Independent Engineer shall inspect the Project Highway once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Highway. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.5 The Independent Engineer may inspect the Project Highway more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the





permissible limit.

6.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.

6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.

6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.

6.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Highway, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

6.12 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 22 and Schedule-O.

7 Termination

7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Highway for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 38.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

7.2 The Independent Engineer shall inspect the Project Highway once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

AE Tollway Private Limited

8 Determination of costs and time

8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9 Assistance in Dispute resolution

9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11 Miscellaneous

11.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

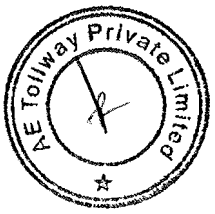
11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.

11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two

copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.





SCHEDULE –R
(See Clause 27.1.1)

FEE NOTIFICATION

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

NOTIFICATION

New Delhi, the ..... 20...

S.O. ..... Whereas, by the notification of the Government of India in the Ministry of Road Transport and Highways, number ***** dated the *****, issued under section 11 of the National Highways Authority of India Act, 1988 (68 of 1988), the Central Government has entrusted the Six Laning of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525) in the State **of** Uttar Pradesh to the National Highways Authority of India (hereinafter referred to as the "Authority");

And Whereas, pursuant to the provisions of section14 of the said Act, the Authority has entered into an agreement with AE Tollway Private. Limited., having its Registered Office at IRB Complex, Chandivali Farm, Chandivali Village, Andheri (East), Mumbai – 400072. (hereinafter referred to as "Concessionaire") for the development of the Six Laning of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525) in the State **of** Uttar Pradesh (hereinafter referred to as the said section) on Design, Build, Finance, Operate and Transfer (DBFOT) basis;

Now, therefore, in exercise of the powers conferred by section 8A of the National Highways Act, 1956 (48 of 1956), read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide notification no G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide notification no G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates, Collection) Second Amendment Rules, 2011 issued vide notification no G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide notification no G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide notification no G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R-831 (E) dated 21.11.2014 and National Highways Fee (determination

of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.2015 , the Central Government, having regard to the expenditure involved in building, maintenance, management and operation of the said section of the said national highway, interest on the capital invested, reasonable return, the volume of traffic and the period of said agreement between the Authority and the Concessionaire, hereby notifies that there shall be levied and collected fees on mechanical vehicles for the use of the Six Laning of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525) in the State of Uttar Pradesh at the rates specified in the aforesaid Rules and authorises the said Concessionaire to collect and retain the said fees on and from the date of commercial operation of the said section of national highway, subject to and in accordance with the said Rules and the provisions of the aforesaid agreement.

S.No	During Construction Period		After Construction Of Six Laning	
	Location Of Toll Plaza(Chainage)	Length(in Km)for which fee is payable	Location of Toll Plaza (Chainage)	Length(in Km)for which fee is payable
1	At Km 224.950 Toll Plaza I	50.414 Excluding the Length of Major Bridge at chainage 200+00 and Flyovers at chainage 200+635, 221+798, 239+441 mentioned in table below	At Km 224.950 Toll Plaza I	31.176 Excluding the length of Firozabad Bypass and Structures at200+000, 200+635, 221+798, mentioned in Table Below
2	At Km 285.200 Toll Plaza II	71.275	At Km 285.200 Toll Plaza II	71.150 Excluding the length of Structures at259+333, 261+019,

				261+718, 303+360 mentioned in Table Below

In addition to the above, the fee levied and collected hereunder for the structures or forming part of the Project Highway, as the case may be, having length of more than 60 (Sixty) meters as specified below shall be due and payable for the following Toll Plazas.

During Construction Period:

S. No (A)	Location (B)	Name of Structure ©	Normal Length of Structures(in Kms) (D)	Equivalent Length of Structures(in kms) (E)=(DX10)
1	At Km 224.950 Toll Plaza I	Major Bridge at chainage 200+00	0.4600	4.600
2.	At Km 224.950 Toll Plaza I	Flyovers at chainage, 200+635	0.3074	3.074
3	At Km 224.950 Toll Plaza I	Flyovers at chainage, 221+798	0.3962	3.962
4	At Km 224.950 Toll Plaza I	Flyovers at chainage, 239+441	1.0125	10.125

AFTER COMPLETION OF THE PROJECT HIGHWAY:

S. No (A)	Location (B)	Name of Structure ©	Normal Length of Structures(in Kms) (D)	Equivalent Length of Structures(in kms) (E)=(DX10)
1	At Km 224.950 Toll Plaza I	Major Bridge at chainage 200+00	0.4600	4.600
2.	At Km 224.950 Toll Plaza I	Flyovers at chainage, 200+635	0.3074	3.074
3	At Km 224.950 Toll Plaza I	Flyovers at chainage, 221+798	0.3962	3.962
4	At Km 285.200	Flyovers at	0.21	2.1

AE Tollway Private Limited

	Toll Plaza II			
5.	At Km 285.200 Toll Plaza II	Flyovers at 261+019	0.09	0.9
6.	At Km 285.200 Toll Plaza II	Flyovers at 261+718	0.09	0.9
7.	At Km 285.200 Toll Plaza II	Flyovers at 303+360	0.39	3.9

In addition to the above Fee shall be levied and collected for the Bypass forming part of the Project Highway having cost of more than Rs. 10.00 crore

During Construction Period:

Nil.

AFTER COMPLETION OF THE PROJECT HIGHWAY:

Location of Toll Plaza	Name of the Bypass	Existing Chainage (km)		Design Chainage(km)		Length (km)
		From	To	From	To	
At Km 224.950 Toll Plaza I	Firozabad	232.620	252.250	0.000	20.250	20.250

F.No. RW/NH-.....

(Name)

Deputy Secretary

Government of India

SCHEDULE –S
(See Clause 31.1.2)

ESCROW AGREEMENT

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

AMONGST

1 AE Tollway Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at IRB Complex, Chandivali Farm, Chandivali Village, Andheri (East), Mumbai – 400072. (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 .....name and particulars of Lenders' Representative and having its registered office at .....acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 .....name and particulars of the Escrow Bank and having its registered office at .....(hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4 The National Highways Authority of India, established under the National Highways Authority Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated ..... with the Concessionaire (the "**Concession Agreement**") for Six-Laning of the section of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525)in the State of Uttar Pradesh on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Parties**" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts**" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this

Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the

terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;

(b) all funds received by the Concessionaire from its share-holders, in any manner or form;

(c) all Fee levied and collected by the Concessionaire;

(d) any other revenues, deposits or capital receipts, as the case may be, from or in respect of the Project Highway; and

(e) all proceeds received pursuant to any insurance claims.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Grant and any other monies disbursed by the Authority to the Concessionaire;

(b) Revenue Shortfall Loan;

(c) all Fee collected by the Authority in exercise of its rights under the Concession Agreement; and

(d) Termination Payments:

Provided that the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions

determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;

(b) all payments relating to construction of the Project Highway, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(d) O&M Expenses incurred by the Authority, provided it certifies to the Escrow Bank that it had incurred such expenses in accordance with the provisions of the Concession Agreement and that the amounts claimed are due to it from the Concessionaire;

(e) Concession Fee due and payable to the Authority;

(f) monthly proportionate provision of Debt Service due in an Accounting Year;

(g) Premium due and payable to the Authority;

(h) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including repayment of Revenue Shortfall Loan;

(i) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(j) any reserve requirements set forth in the Financing Agreements; and

(k) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this

Agreement, be appropriated and dealt with in the following order:

(a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;

(b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;

(c) outstanding Concession Fee;

(d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including {Premium,} repayment of Revenue Shortfall Loan and any claims in connection with or arising out of Termination;

(e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 39 of the Concession Agreement;

(f) outstanding Debt Service including the balance of Debt Due;

(g) outstanding Subordinated Debt;

(h) incurred or accrued O&M Expenses;

(i) any other payments required to be made under the Concession Agreement; and

(j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

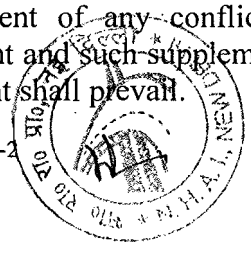
7.3 Closure of Escrow Account

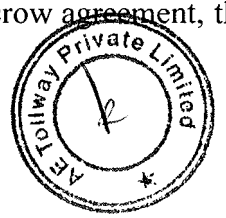
The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.





9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by

reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall

prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
CONCESSIONAIRE by:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)
(Email address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)
(Email address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK by:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)
(Email address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
NATIONAL HIGHWAYS AUTHORITY OF INDIA by:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)
(Email address)

In the presence of:

1.

2.

SCHEDULE –T
(See Clause 33.2.1)

PANEL OF CHARTERED ACCOUNTANTS

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 33.2.1 of the Agreement, the Authority and the Concessionaire shall prepare a mutually agreed panel of 10 (ten) reputable firms of Chartered Accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-T.

2 Invitation for empanelment

2.1 The Authority shall invite offers from all reputable firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, of which at least ten should have been public sector undertakings;

(b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;

(c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year- wise information relating to the names of all the companies with an annual turnover exceeding Rs. 100,00,00,000 (Rs. one hundred crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 10 (ten) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

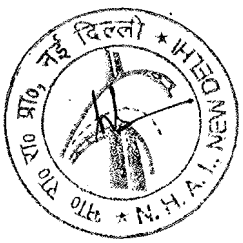
4 Consultation with the Concessionaire

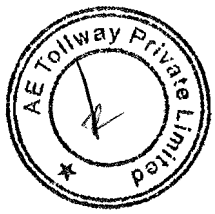
The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalise and constitute a panel of 10 (ten) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

5.2 After completion of every five years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule - T.





SCHEDULE –U
(See Clause38.3)

VESTING CERTIFICATE

1 The Chairman, National Highways Authority of India (the **"Authority"**) refers to the Concession Agreement dated ..... (the **"Agreement"**) entered into between the Authority and AE Tollway Private Limited (the **"Concessionaire"**) for Six Laning Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525)in the State of Uttar Pradesh (the **"Project Highway"**) on design, build, finance, operate and transfer (**"DBFOT"**) basis.

2 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 38.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project Highway shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this ..... day of ....., 20..... at Delhi.

AGREED, ACCEPTED AND SIGNED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
CONCESSIONAIRE by:	NATIONAL HIGHWAYS AUTHORITY OF INDIA by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

SCHEDULE –V
(See Clause 40.3.1)

SUBSTITUTION AGREEMENT

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

AMONGST

1 The National Highways Authority of India, established under the National Highways Authority Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

2 AE Tollway Private LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at IRB Complex, Chandivali Farm, Chandivali Village, Andheri (East), Mumbai – 400072., (hereinafter referred to as the "**Concessionaire**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

3 .....name and particulars of Lenders' Representative and having its registered office at ....., acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated ..... with the Concessionaire (the "**Concession Agreement**") for the Six-Laning of Agra – Etawah Bypass Section of NH-2 (From Km 199.660 to Km 323.525)in the State of Uttar Pradesh on design, build, finance, operate and transfer basis (DBFOT), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with

the provisions of this Agreement and the Concession Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Agreement**" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Financial Default**" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1; and

"**Parties**" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby assigns the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project Highway as Concessionaire either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "**Notice of Financial Default**") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under

this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project Highway in accordance with the provisions of Article 36 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority

AE Tollway Private Limited

under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project Highway including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project Highway in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

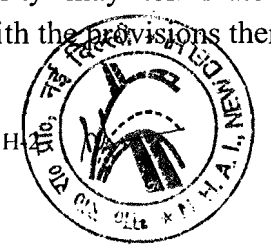
5 TERMINATION OF CONCESSION AGREEMENT

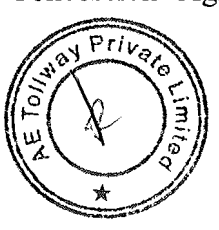
5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 37 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.





5.3 Realisation of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of

the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations

under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may

be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
CONCESSIONAIRE by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(Email address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
NATIONAL HIGHWAYS AUTHORITY OF INDIA by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(Email address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)
(Email address)

In the presence of:

1.

2.