National Highways Authority of India

(Ministry of Shipping, Road, Transport & Highways)
Government of India

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawar Section of National Highway NH. 8 in the state of Rajasthan by build, operate and transfer ("BOT") under NHDP Phase –III on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

CONCESSION AGREEMENT

Between

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

And

SOMA -ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED
8th Floor -Block B, Vatika Towers, Golf Links Road, Sector 54,
Gurgaon – 122 002

Volume – I

May, 2009

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CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 18th day of May, 2009

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 SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8th Floor, Block B, Vatika Towers, Golf Links Road, Sector-54, Gurgaon, Haryana, 122002 (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.

1

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India

001

WHEREAS:

(A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 8 including Section from km 364.125 to km 58.245 (approx. 93.56 km).

(B) The Authority had resolved to augment the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawer section of National Highway No.8 (hereinafter called the "**NH -8**") in the State of Rajasthan by Six-Laning thereof on build, operate and transfer ("**BOT**") basis in accordance with the terms and conditions to be set forth in a concession agreement.

(C) The Authority had accordingly invited proposals by its Notice No. **NHAI/BOT/RJ/11019/1/2008** dated 28th March 2008 (the "Request for Qualification" or "RFQ") for short listing of bidders for construction, operation and maintenance of the above referred section of NH -8 on BOT basis and had short listed certain bidders including, inter alia, M/s ISOLUX-SOMA Consortium, the Consortium comprising ISOLUX Corsan Concesiones SA (ISOLUX) and SOMA Enterprise Limited (SOMA) with ISOLUX as its Lead Member.

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

(E) After evaluation of the bids received, the Authority had accepted the bid of the Consortium and issued its Letter of Award No NHAI/BOT/Rj/11019/1/2008/129 dated 21st April 2009(hereinafter called the "**LOA**") to the Consortium requiring, inter alia, the execution of this Concession Agreement within 45 (forty-five) days of the date of issue thereof.

(F) The Consortium has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 1956, 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 Consortium 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 11th May 2009, the Concessionaire has also joined in the said request of the Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium 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 Consortium for the purposes hereof

(H) The Authority has agreed to the said request of the Consortium and the Concessionaire, and has accordingly agreed to enter into this Concession

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT.LTD. INDIA

National Highways Authority of India New Delhi

002

Agreement with the Concessionaire for execution of the Project on BOT 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:

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer (BOT) basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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**" 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**" shall be construed accordingly;

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

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

(i) 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;

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

(k) 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;

(l) 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;

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

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

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

(p) "**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;

(q) 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;

(r) 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;

SOMA-ISOLUX KISHANGARH PVT. LTD. INDIA

005

(s) 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;

(t) 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;

(u) 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

(v) 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

Six Laning of the existing road from km 364.125 to km [illegible] (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

SOMA ISOLUX KISHANGARH-AJMER TOLLWAY PVT. LTD. INDIA

National Highways Authority of India

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 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 the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

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

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

Part II
The Concession

Six Laning of the existing road from km 264.850 to km 358.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No.8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

003

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.

Six Laning of the existing road from km 38.125 to km 38.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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 18 (eighteen) 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) 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) not 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.

3.2 Waiver of [Six-Laning]

3.2.1 Deleted

3.2.2 Deleted

Six Laning of the existing road from km 364.295 to km 458.145 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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) Deleted

(c) 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

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

(e) execute the State Support Agreement substantially as set forth in Schedule W as per the provisions of Clause 47.3.2

Provided that the Authority may from time to time by notice extend, for up to 6 (six) months, the period for procuring the approval set forth in Sub-clause (c) and/ or Sub-clause (d) above and in that event the land to be covered by overbridges 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..

Six Laning of the existing road from km 364.125 to km 457.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on Build, Operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer Basis

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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 from [the Consortium Members, their respective] 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:

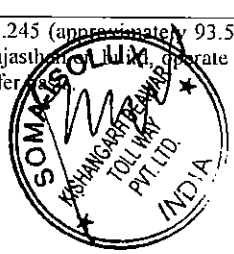
Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.

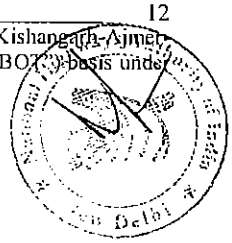
4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

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.

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 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 all 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;

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on Build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis

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(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 replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such 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.

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

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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 be subject to 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

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on Build, Operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer (DBFOT).

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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.

Six Laning of the existing road from km 364.125 to km 58.2[illegible] (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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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 all 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, assist 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

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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.

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Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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 thereunder 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 those of any member of the Consortium 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;

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(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 existing promoters/ Consortium Members together with their Associates hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; that the respective holding of each Consortium Member conforms to the representation made by the Consortium and accepted by the Authority as part of the Bid; and that no member of the Consortium shall hold less than 26 % (Twenty Six per cent) of such Equity during the Construction Period;

(l) The Consortium Members and their 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) Each Consortium Member 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 Acceptance, 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

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(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:

(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 the Tender Notice and invitation to bid 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

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(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.

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ARTICLE 8

DISCLAIMER

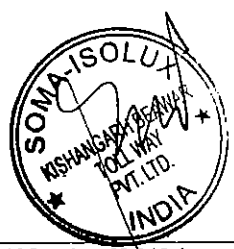
8.1 Disclaimer

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 Tender Notice, 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 and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

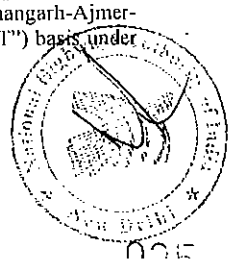
8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire,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

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Part III
Development and Operations



Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.



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. 39.75 crore (Rupees Thirty Nine crores and Seventy Five Lakhs only) 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. 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, and in the event of the Concessionaire not curing its default 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 20% (twenty per cent) of the Total Project Cost; and 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 of 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 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.

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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 License 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:

(i) 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;

(ii) any archaeological discoveries shall belong to and vest in the Government and the Concessionaire shall promptly report the discovery thereof to the Authority and follow its instructions for safe removal thereof; and

(iii) mining 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 any interest in the underlying minerals or fossils on or under the Licensed Premises. For the avoidance of doubt, mining rights mean the right to mine any and all minerals or interest therein.

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 50% (Fifty per cent) of the total area of the Site required and necessary for the Six -Lane

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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; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. 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

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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 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.

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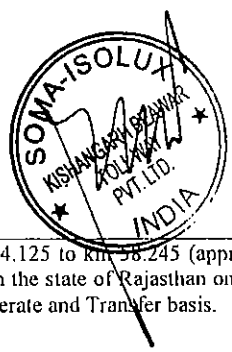
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10.7 Access to the Authority and Independent Engineer

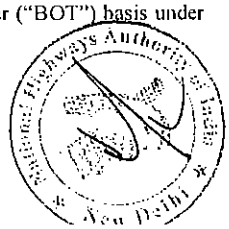
The licence, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Independent Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations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

10.8 Additional land for [Six-Laning]

Deleted



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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 all existing roads, right of way or utilities on, under or above the Site are kept 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 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

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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.

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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 its traffic worthiness and safety are at no time materially inferior as compared to its 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

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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 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.

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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 and tenth) day from the Appointed Date shall be the scheduled date for completion of Six-Laning (the "**Scheduled Six-Laning] Date**") and the Concessionaire agrees and undertakes that Six-Laning shall be completed on or before 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 [Six-Laning] of the Project Highway

12.5.1 Deleted

12.5.2 Deleted

12.5.3 Deleted

12.5.4 Deleted

12.6 Termination due to failure to complete [Six-Laning]

Deleted

12.7 Construction of service lanes by the Authority

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The Authority shall, at any time after the 8th (eighth) anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service lanes on the Project Highway in accordance with the specifications and standards applicable to other district roads (ODRs) in the State. Such construction shall be undertaken without causing undue disruption to traffic and upon its completion, the Concessionaire shall have the obligation to maintain the service lanes in accordance with Good Industry Practice and regulate the use thereof in accordance with the provisions of this Agreement.

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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 normally comprise 10% (ten per cent) of the quantity and/or number of tests prescribed by IRC and/or MOSRTH 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,

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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

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

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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

The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-J (the "**Provisional Certificate**") if the Tests are successful and the Project Highway can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "**Punch List**"); provided that the Independent Engineer shall

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not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.

14.4 Completion of Punch List items

14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.

14.4.2 Upon completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

14.5 Withholding of Provisional Certificate

14.5.1 If the Independent Engineer determines that the Project Highway or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Authority is of the opinion that the Project Highway is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project Highway and direct the Independent Engineer to withhold issuance of the Provisional Certificate. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

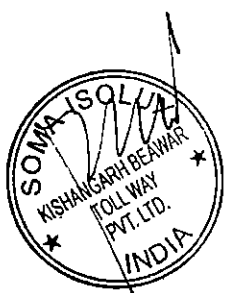
14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

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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 or Provisional Certificate, as the case may be, 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)

Six-Laning shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate or the Provisional Certificate is issued (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

Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day 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 Concessionaire 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 COD is achieved.

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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 therefor 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,

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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.

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 and issuing the Provisional Certificate.

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

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.

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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; including the Site;

(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

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(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.

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

Not later than 180 (one hundred and eighty) days prior to the Scheduled Six-Laning 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.

17.4 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;

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(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 two 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.

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.

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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.

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

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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.

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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 and Good Industry Practice; 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.

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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 MoSRTH. For the avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.

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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 be borne from out of a dedicated safety fund (the "**Safety Fund**") to be managed and operated by the Authority or a substitute thereof.

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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.

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

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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**").

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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 30 (thirty) 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 30 (thirty) days prior to Scheduled Six-Laning 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.

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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.

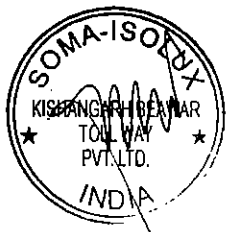
22.3.2 If the traffic sampling pursuant to this Clause 22.3 demonstrates that the actual traffic is more than the traffic reported by the Concessionaire, the traffic determined by the traffic sampling shall be deemed to be the traffic for purposes of this Agreement and in the event of any Dispute relating 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.

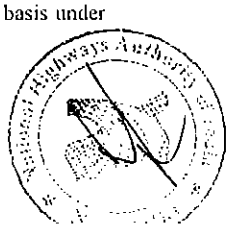
22.4 Computer systems and network

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

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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.





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 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

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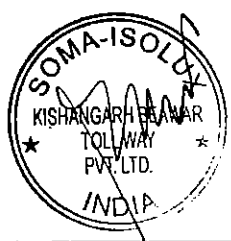
hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 23.1.

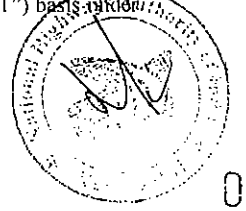
23.5 Authorised signatories

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

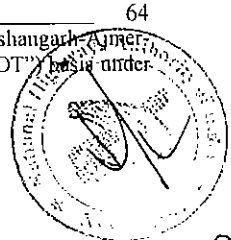
If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.





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.

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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, but commencing from the day falling after 151 (One Hundred and Fifty One) days from the COD, 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.*

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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.

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 for the 3rd (third) year of the Concession Period, but commencing from the day falling after 151 (One Hundred and fifty one) days from COD, a Premium in the form of an additional Concession Fee equal to 2% (two per cent) of the total Realisable Fee during that year; and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the proportion of Premium to the total Realisable Fee in the respective year by an additional 1% (one percent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for the 4th (Fourth) and 5th (fifth) years shall be equal to 3% (three per cent) and 4% (four per cent) respectively of the total Realisable Fee for the respective years.

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 Determination of Concession Fee

Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and undertakes that the total Realisable Fee for the purposes of computing the Concession Fee under this Article 26 shall be determined on the express understanding that the number of PCUs in the first year following the COD shall be deemed to be the higher of (a) the actual PCUs and (b) 45976 ; and that the number of PCUs for computing the Concession Fee for each subsequent year shall be deemed to be the higher of (a) the actual PCUs and (b) 2% (two percent) greater than the number of PCUs reckoned hereunder in the immediately preceding year. For the avoidance of doubt, the Parties hereto agree that for the purposes of computing the Concession Fee hereunder, the proportion of cars, buses, trucks and other vehicles to the total number of PCUs shall always be based on the actual proportion thereof in the relevant year. The Parties also agree that for purposes hereof, Realisable Fee shall be computed with reference to the Fee due and payable by Users and any discounts, concessions or waivers granted by the Concessionaire to any or all Users shall not be reckoned for computing the Realisable Fee hereunder.

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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, the Concessionaire shall pay to the Authority against the Concession Fee, a provisional amount calculated on the basis of total Realisable Fee of the immediately preceding month, and final settlement thereof, based on audited accounts of the Concessionaire, shall be made within 120 (one hundred and twenty) days of completion of the respective accounting year.

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 so arrived at 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.

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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 (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 (the "**Fee Notification**") within 90 (ninety) 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 Permit 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.

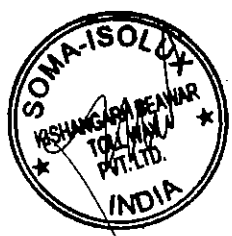
Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

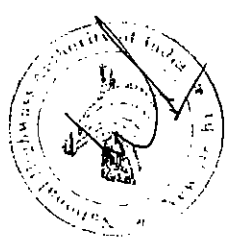
KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority

27.2.2 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.

27.2.3 The user fee shall be increased annually, without compounding, by 3% (three percent) thereof with effect from April, 2008 and such increased rates shall be deemed to be the base rates for the purpose 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.

27.5 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

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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 Reappropriation 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 .

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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.

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.

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 at the rate applicable to the next higher category of vehicles.

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.

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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.

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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.

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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 January 1st 2021 (the "**Target Date**") is estimated to be 80,085 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 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.

29.1.2 In the event that the Actual 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 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 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 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

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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 and shall continue to exceed the designed capacity for 3 (three) Accounting Years following thereafter, an Indirect Political Event shall be deemed to have occurred and the Authority may in its 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; provided that before issuing such Termination Notice, the Authority shall inform the Concessionaire of its intention and grant 180 (one hundred and eighty) days time to make a representation, and may after the expiry of such 180 (one hundred and eighty) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice. For the avoidance of doubt, the Parties agree that an average daily traffic of 1,00,000 PCUs shall be deemed to be the designed 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.

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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, km 364.125 and km 58.245 of NH-8 (Kishangarh – Ajmer – Beawer section) (collectively the "**Additional Tollway**") for use by traffic at any time before the 10th (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, km 364.125 and km 58.245 of NH-8 (Kishangarh – Ajmer – Beawer section) 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) Deleted;

(b) Deleted

(c) if the Additional Tollway is opened to traffic between the 10th (tenth) and 18th (eighteenth) anniversary of the Appointed Date, the Concessionaire shall be entitled to an additional Concession Period, which shall be equal in duration to the period between the opening of the Additional Tollway and the 18th (eighteenth) anniversary. For the avoidance of doubt, if the Additional Tollway is opened on the 16th (sixteenth) anniversary, the Concession Period shall be deemed to be 20 (twenty) years.

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

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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.

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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 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;

(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;

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(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) debt service 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;

(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

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(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.

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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 "**Insurance Cover**"). 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. 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,

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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 thereunder 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.

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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 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 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 therefor, (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

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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.

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Part V

Force Majeure and Termination

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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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

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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;

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(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

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(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

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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

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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.

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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, 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 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 within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any 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 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 hereunder, 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

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

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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 or authorise any other person to exercise 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.

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 thereunder, 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.

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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 (a "**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;

(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 in accordance with the Substitution Agreement and the Concessionaire fails to cure the default

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within the Cure Period specified in the Substitution Agreement;

(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

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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 or the Concessionaire is at any time hereafter found to be in breach thereof;

(u) the Concessionaire submits to the Authority any statement 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

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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

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payable on account of a Concessionaire Default occurring prior to COD.

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.

37.4 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 Proj ect;

(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, it is hereby agreed, and the Concessionaire hereby acknowledges, 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

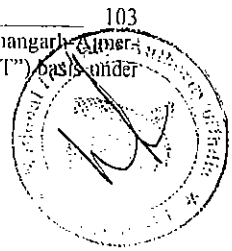
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Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

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 relevant records and reports 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

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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.

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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

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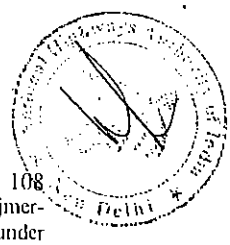
retention of funds in the Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with.

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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, 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

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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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.

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Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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

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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.

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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 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.

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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

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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.

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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.

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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

The Concessionaire shall not be liable to pay any property taxes for the Site.

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.

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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 by conciliation, as provided in Clause 44.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 44.3.2. 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 Act. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

44.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be

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made in accordance with the Rules.

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.

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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.

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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.

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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 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

47.3.1 The Concessionaire acknowledges that for the performance of its obligations under this Agreement, it requires support and certain services from the State Government of Rajasthan. The nature and scope of such support and services required by the Concessionaire from State Government of Rajasthan are fully described in the draft State Support Agreement set forth in this volume as Schedule 'W'.

47.3.2 The Authority acknowledges its obligation to enter into the State Support Agreement and accordingly the Authority agrees and undertakes to enter into at its cost and expense the State Support Agreement with the Concessionaire and State Government of Rajasthan substantially in form and content as set forth in Schedule 'W' on or before the Appointed Date

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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47.4 Depreciation

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.

47.5 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 15 (fifteen) 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,

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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.

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

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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

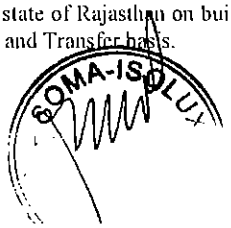
This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

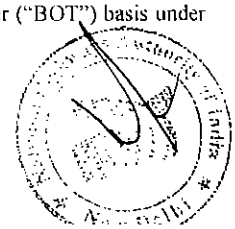
47.15 Notices

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 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 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 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 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.

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.

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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 Project Completion Date, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.46 % (zero point four six per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of Project Completion Date and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

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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 Base 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 thereunder, 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

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Realisable Fee of the immediately preceding Accounting Year by 365 (three hundred and sixty five), and increasing the product 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 Concessionaire/Consortium in response to the Tender Notice in accordance with the provisions thereof;

"**Bid Security**" means the security provided by the Concessionaire/Consortium to the Authority along with the Bid in a sum of Rs.14.43 Crores(Rupees Fourteen Crores and Forty Three Lakhs 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**" shall have the meaning set forth in Clause 15.1;

"**Car**" means and includes any light motor vehicle, car, jeep, van, Omni bus, 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 excluding 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

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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 existing promoters/Consortium Members together with their Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof during Construction Period, (ii) 33% (thirty three per cent) thereof during a period of 3 (three) years following COD, and (iii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process) in the proportion of the equity holding of any Consortium Member to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership; provided further that any transfer of the direct and/or indirect, legal or beneficial ownership leading to acquisition of more than 15% (fifteen per cent) of the total Equity by any person and/ or his Associate at any time during the Concession Period shall constitute a Change in Ownership. For the avoidance of doubt, indirect, legal or beneficial ownership of any shares, or securities convertible into shares shall include transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in any person acquiring control over the Equity or voting rights of the shares of the Concessionaire;

"**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;

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"**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;

"**Consortium**" shall have the meaning set forth in Recital (C);

"**Consortium Member**" means a company specified in Recital (C) as a member of the Consortium;

"**Construction Period**" means the period beginning from the Appointed Date and ending on the COD;

"**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 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;

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

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"**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

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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;

"**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 in respect of the levy and collection of Fee during the Concession Period, substantially in the form at Schedule-R;;

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"Fee Rules" mean the National Highways Fee (Determination of Rates and Collection) Rules, 2008:

"**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 , 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;

["**Four-Laning**" or "**Four-Lane**"] Deleted

"**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

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Highway or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"**Grant**" Deleted;

"**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 Truck**" or "**Multi-axle truck**" means any goods carrier, heavy construction machinery or earth moving equipment with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms , but less than 60,000 kilograms and includes a truck with three to six axles;

"**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, mini bus, 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 a 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 with in a distance of 20 (twenty) km 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

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Highway but does not cross a Toll Plaza;

"**MOSRTH**" means the Ministry of Shipping, 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;

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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"**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 Plaza[s] 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 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 and the Substitution Agreement;

"**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 plaza[s], 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

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respect of the Project Highway, but does not include Additional Facilities;

"**Project Completion Date**" means the date on which the Completion Certificate or the Provisional Certificate, as the case may be, 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 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 NH-8 from km 364.125 to km 58.245 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;

"**Provisional Certificate**" shall have the meaning set forth in Clause 14.3;

"**Punch List**" shall have the meaning ascribed to it in Clause 14.3;

"**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;

"**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;

"**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;

"**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;

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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"**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;

"**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 Rajasthan 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

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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, 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;

"**Tender Notice**" shall have the meaning set forth in Recital 'C;

"**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

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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 product 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;

"**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 with in 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. 795 crores (Rupees Seven hundred ninety five crores), ;

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;

"**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;

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design,Build,Finance,Operate and Transfer basis.

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"**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.

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 HIGHWAYS
AUTHORITY OF INDIA by:

(L.P.Padhy)
General Manager (DK)-II
National Highways Authority of India
G-5&6, Sector-10,Dwarka,
New Delhi-110075

SIGNED, SEALED AND
DELIVERED
For and on behalf of
CONCESSIONAIRE by:

(Mario Anibal Pastinante)
SOMA ISOLUX KISHANGARH BEAWAR
TOLLWAY Private Limited
8th Floor, Block B, Vatika Towers,
Golf Links Road, Sector-54, Gurgaon,
Haryana, 122002

In the presence of:

1.

2.

3

4.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India

(Ministry of Shipping, Road, Transport & Highways)
Government of India

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawar Section of National Highway NH. 8 in the state of Rajasthan by build, operate and transfer ("BOT") under NHDP Phase –III on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

CONCESSION AGREEMENT

Between

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

And

SOMA -ISOLUX KISHANGARH-BEAWAR TOLLWAY PRIVATE LIMITED
8th Floor -Block B, Vatika Towers, Golf Links Road, Sector 54,
Gurgaon – 122 002

Volume – II

SCHEDULES & ANNEXURES

May, 2009

CONCESSION AGREEMENT

VOLUME –II

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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 Change of Scope Order shall be acquired in accordance with the provisions of this Agreement. Upon acquisition, such land shall form part of the Site and vest in the Authority.

2 Deleted

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National Highways Authority of India New Delhi

Annex - I
(Schedule-A)

Site for Six -Laning

The Site

The project highway aims at developing the existing two lanes to six-lane from Km 364.125 to Km 396.000 (Km. 0.000) and Km 0.000 to Km 58.245 in the state of Rajasthan.

Thus the construction package for the project includes developing the existing two-lane carriageway to six-lane dual carriageway configurations including strengthening of existing two-lanes between Km 364.125 to Km 396.000 (Km. 0.000) and Km 0.000 to Km 58.245 defined as "Project Highway".

1.1 Description of Project Highway

The project highway is generally two-lane and the road is passing through built-up areas of towns and villages enroute. Important towns along the alignment are Kishangarh, Ajmer and Beawar. .

1.1.1 Referencing system

Kilometer stones are existing in entire length of project highway. It is called "Existing Chainage". During topographic survey with total station, observations made are referred to "Design chainage". The relationship between the "Existing Chainage" and "Design Chainage" as per field surveys of the location of existing kilometer stones using Total station for the "Project Highway" is given at Appendix A-II.

1.2 Land

The details of existing ROW are at Appendix A-V.

1.3 Road Works

An inventory of road works and their condition is at Appendix A-VI.

1.4 Structures

An inventory of existing structures is at Appendix A-VII.

Deleted

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National Highways Authority of India

Appendix A-1

Appendix A-II

Design Chainage Corresponding to Existing Chainage

Existing Chainage (Km)	Design Chainage (Ch)	Name of Place	Existing Chainage (Km)	Design Chainage (Ch)	Name of Place
364.125	0.000		11	42.814	
365	0.878		12	43.807	
366	1.883		13	44.808	
367	2.860		14	45.806	
368	3.872	Kishangarh	17	50.369	
369	4.845		18	51.383	
370	5.878		19	52.390	Kesarpura
371	6.919		20	53.383	
372	7.862		21	54.381	
373	8.861		22	55.384	
374	9.861		23	56.382	
375	10.860		24	57.382	
376	11.859		28	62.058	
377	12.857		29	63.060	
378	13.852		30	64.029	
379	14.848	Gegal	31	65.029	Lamana
380	15.851		32	66.032	
381	16.852		33	67.023	Rampura
382	17.853	Balaji	34	68.058	
383	18.856		35	69.064	
384	19.858		36	70.065	
385	20.852		37	71.068	Kharva
386	21.852		38	72.062	
387	22.855		39	73.064	
388	23.873		40	74.072	
389	24.857		41	75.079	
390	25.856		42	76.081	
391	26.854		43	77.088	Piplag
392	27.852		44	78.088	
393	28.848		45	79.087	
394	29.846		46	80.100	
395	30.825		47	81.095	
396	31.841		48	82.101	
1	32.842		49	83.100	
2	33.843		50	84.094	
3	34.850		51	84.944	
4	35.844	Parvatpura	52	85.949	
5	36.841		53	86.964	
6	37.836		54	87.960	
7	38.835		55	88.991	
8	39.830		56	89.997	
9	40.822		57	90.985	
10	41.819		58	92.003	Ganeshpura
			59	93.003	

GOMA INDUSTRIES KISHANGARH-BEAWAR TOLL-WAY PVT. LTD. INDIA

Appendix A-III

Traffic Table Deleted





Appendix - A-IV

Urban Settlement along the Project Highway





Appendix A-V

Existing Right of way

S. No.	Existing Chainage (Km)	Location	ROW (In Meter)
1	364.125 to 366	Kishangarh	30
2	367 to 377	Kishangarh	60
3	378 to 382	Ajmer	30
4	383 to 386	Ajmer	60
5	387 to 388	Ajmer	30
6	389 to 15	Ajmer	60
7	16 to 48	Ajmer & Beawar	30
8	49 to 58	Beawar	60
9	58 to 58.245	Beawar	30

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National Highways Authority of India

Appendix A-VI

Inventory of Road Works

a.	Existing Carriageway Width	Appendix A-VI(a)
b.	Existing Crust	Appendix A-VI(b)
c.	Pavement Roughness	Appendix A-VI(c)
d.	Pavement Deflection	Appendix A-VI(d)
e.	Existing Major Junctions	Appendix A-VI(e)
f.	Existing Minor Junctions	Appendix A-VI(f)
g.	Existing Truck Laybyes	Appendix A-VI(g)
h.	Existing Bus Bays	Appendix A-VI(h)

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Appendix A-VI(a)

Existing Carriageway width

Existing Chainage (Km)		Carriage way Width (m)	Paved Shoulder	Earthern Shoulder	Existing Chainage (Km)		Carriage way Width (m)	Paved Shoulder	Earthern Shoulder
From (km)	To (Km)				From (km)	To (Km)			
364	365	7.0	1.5	-	14/0	15/0	7.0	1.5	-
365	366	7.0	1.5	-	15/0	15/A	7.0	1.5	-
366	367	7.0	-	2.5	15/A	16/0	7.0	1.5	-
367	368	14.0	1.5	-	16/0	17/0	7.0	1.5	-
368	369	14.0	1.5	-	17/0	18/0	7.0	1.5	-
369	370	7.0	-	2.5	18/0	19/0	7.0	1.5	-
370	371	7.0	-	2.5	19/0	20/0	7.0	1.5	-
371	372	7.0	-	2.5	20/0	21/0	7.0	1.5	-
372	373	7.0	-	1.5	21/0	22/0	7.0	1.5	-
373	374	7.0	-	1.5	22/0	23/0	7.0	1.5	-
374	375	7.0	-	1.5	23/0	24/0	7.0	1.5	-
375	376	7.0	-	1.5	24/0	25/0	7.0	1.5	-
376	377	7.0	-	1.5	25/0	26/0	7.0	1.5	-
377	378	7.0	1.5	-	26/0	27/0	7.0	1.5	-
378	379	7.0	1.5	-	27/0	28/0	7.0	1.5	-
379	380	7.0	1.5	-	28/0	29/0	7.0	1.5	-
380	381	7.0	1.5	-	29/0	30/0	7.0	1.5	-
381	382	7.0	1.5	-	30/0	31/0	7.0	1.5	-
382	383	7.0	1.5	-	31/0	32/0	7.0	1.5	-
383	384	7.0	1.5	-	32/0	33/0	7.0	1.5	-
384	385	7.0	1.5	-	33/0	34/0	7.0	1.5	-
385	386	7.0	1.5	-	34/0	35/0	7.0	1.5	-
386	387	7.0	1.5	-	35/0	36/0	7.0	1.5	-
387	388	7.0	1.5	-	36/0	37/0	7.0	1.5	-
388	389	7.0	-	2.5	37/0	38/0	7.0	1.5	-
389	390	7.0	-	2.5	38/0	39/0	7.0	1.5	-
390	391	7.0	-	2.5	39/0	40/0	7.0	1.5	-
391	392	7.0	-	2.5	40/0	41/0	7.0	1.5	-
392	393	7.0	-	2.5	41/0	42/0	7.0	1.5	-
393	394	7.0	-	2.5	42/0	43/0	7.0	1.5	-
394	395	7.0	-	2.5	43/0	44/0	7.0	1.5	-
395	396	7.0	-	2.5	44/0	45/0	7.0	1.5	-
0/0	1/0	7.0	1.5	-	45/0	46/0	7.0	1.5	-
1/0	2/0	7.0	1.5	-	46/0	47/0	7.0	1.5	-
2/0	3/0	7.0	1.5	-	47/0	48/0	7.0	1.5	-
3/0	4/0	7.0	1.5	-	48/0	49/0	7.0	1.5	-
4/0	5/0	7.0	1.5	-	49/0	50/0	7.0	1.5	-
5/0	6/0	7.0	1.5	-	50/0	51/0	7.0	-	1.5
6/0	7/0	7.0	1.5	-	51/0	52/0	7.0	-	1.5
7/0	8/0	7.0	1.5	-	52/0	53/0	7.0	-	1.5

Six Laning of the existing road from km 364/0 to km 53/0 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No.8 in the State of Rajasthan to build, operate and transfer ("BOT") basis under NHDP Phase-III on Design, Build, Finance, Operate and Transfer Basis

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Existing Chainage (Km)		Carriage way Width (m)	Paved Shoulder	Earthern Shoulder	Existing Chainage (Km)		Carriage way Width (m)	Paved Shoulder	Earthern Shoulder
From (km)	To (Km)				From (km)	To (Km)			
8/0	9/0	7.0	1.5	-	53/0	54/0	7.0	-	1.5
9/0	10/0	7.0	1.5	-	54/0	55/0	7.0	-	1.5
10/0	11/0	7.0	1.5	-	55/0	56/0	7.0	-	1.5
11/0	12/0	7.0	1.5	-	56/0	57/0	7.0	-	1.5
12/0	13/0	7.0	1.5	-	57/0	58/0	7.0	-	1.5
13/0	14/0	7.0	1.5	-					

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Appendix A-VI (b)

Existing Crust

Existing Chainage (Km)		Pavement Course (in mm)						
From	To	Wearing Coat	DBM	BM	WMM	WBM	GSB	Cement concrete Road
365	369	25	Nil	50	Nil	250	150	Nil
369	377	75	Nil	50	Nil	250	120	Nil
377	378	110	75	50	Nil	175	125	Nil
378	379	125	75	50	Nil	175	125	Nil
379	380	40	75	50	Nil	250	120	Nil
380	382	120	75	60	Nil	175	125	Nil
382	383	105	75	60	Nil	200	125	Nil
383	384	115	75	50	Nil	175	140	Nil
384	385	115	75	50	Nil	200	125	Nil
385	386	115	75	60	Nil	175	120	Nil
386	387	115	75	50	Nil	200	125	Nil
387	388	120	75	70	Nil	265	150	Nil
388	392	165	75	100	Nil	375	150	Nil
392	394	165	75	100	Nil	275	150	Nil
394	396	165	75	100	Nil	375	150	Nil
0	6	115	Nil	50	Nil	200	150	Nil
6	14	25	Nil	50	Nil	250	150	Nil
14	36	25	Nil	50	Nil	250	150	Nil
36	44	25	Nil	125	Nil	300	150	Nil
44	50	25	Nil	50	Nil	300	150	Nil
50	58	25	Nil	75	Nil	175	75	Nil

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Appendix A-VI(c)

Pavement Roughness

BI Vlaues for NH-8	
Section (Km)	BI Value (mm / km)
365 to 366	2012.50
366 to 367	2310.00
367 to 368	3027.50
368 to 369	3121.00
369 to 370	3965.00
370 to 371	3662.50
371 to 372	3362.50
372 to 373	2535.00
373 to 374	2390.00
374 to 375	2625.00
375 to 376	3340.00
376 to 377	3662.50
377 to 378	3460.00
378 to 379	3180.00
379 to 380	3292.50
380 to 381	3455.00
381 to 382	3400.00
382 to 383	3260.00
383 to 384	3312.50
384 to 385	3412.50
385 to 386	3212.50
386 to 387	3700.00
387 to 388	3302.50
388 to 389	3305.00
389 to 390	3320.00
390 to 391	3007.50
391 to 392	3122.50
392 to 393	3207.50
393 to 394	3225.00
394 to 395	3225.00

BI Vlaues for NH-8	
Section (Km)	BI Value (mm / km)
395 to 396.0 (= 0.0)	3232.50
396.0 (= 0.0) to 1	3190.00
1 to 2	2492.50
2 to 3	3535.00
3 to 4	3500.00
4 to 5	2272.50
5 to 6	2417.50
6 to 7	1636.25
7 to 8	2857.50
8 to 9	3557.50
9 to 10	3572.50
10 to 11	3630.00
11 to 12	3845.00
12 to 13	3727.50
13 to 14	3970.00
14 to 15	3742.50
15 to 16	2705.00
16 to 17	2477.50
17 to 18	2360.00
18 to 19	2355.00
19 to 20	2470.00
20 to 21	2645.00
21 to 22	2205.00
22 to 23	2070.00
23 to 24	2362.50
24 to 25	2295.00
25 to 26	2357.50
26 to 27	2357.50
27 to 28	2107.50
28 to 29	2007.50

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

BI Vlaues for NH-8			BI Vlaues for NH-8	
Section (Km)	BI Value (mm / km)		Section (Km)	BI Value (mm / km)
29 to 30	2065.00		44 to 45	2477.50
30 to 31	2057.50		45 to 46	2360.00
31 to 32	2070.00		46 to 47	2630.00
32 to 33	2045.00		47 to 48	2500.00
33 to 34	2072.50		48 to 49	2685.00
34 to 35	2137.50		49 to 50	2645.00
35 to 36	2302.50		50 to 51	2517.50
36 to 37	2437.50		51 to 52	2217.50
37 to 38	2977.50		52 to 53	2280.00
38 to 39	2482.50		53 to 54	2490.00
39 to 40	2807.50		54 to 55	2337.50
40 to 41	2002.50		55 to 56	2647.50
41 to 42	2412.50		56 to 57	2475.00
42 to 43	2487.50		57 to 58	2860.00
43 to 44	2375.00			

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

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Appendix A-VI (d)

Pavement Déflection

Existing Chainage (Km)		Characteristic Deflection (mm)	Existing Chainage (Km)		Characteristic Deflection (mm)	Existing Chainage (Km)		Characteristic Deflection (mm)
From	To		From	To		From	To	
364+125	366	3.72	0	1	1.68	31	32	2.62
366	367	2.72	1	2	2.74	32	33	3.88
367	368	1.66	2	3	2.26	33	34	3.52
368	369	2.45	3	4	3.52	34	35	3.17
369	370	8.71	4	5	2.29	35	36	3.11
370	371	1.93	5	6	2.95	36	37	3.07
371	372	1.80	6	7	3.49	37	38	3.11
372	373	2.54	7	8	3.18	38	39	2.33
373	374	3.12	8	9	3.62	39	40	2.92
374	375	2.64	9	10	3.08	40	41	3.86
375	376	3.44	10	11	2.41	41	42	3.02
376	377	2.83	11	12	4.13	42	43	2.86
377	378	3.07	12	13	2.97	43	44	2.92
378	379	1.54	13	14	3.00	44	45	2.51
379	380	1.21	14	15	2.30	45	46	3.54
380	381	2.01	15	16	3.05	46	47	2.25
381	382	1.50	16	17	2.50	47	48	3.16
382	383	2.51	17	18	2.47	48	49	3.13
383	384	1.40	18	19	2.19	49	50	2.62
384	385	1.07	19	20	2.06	50	51	2.18
385	386	2.11	20	21	2.17	51	52	2.68
386	387	1.89	21	22	2.24	52	53	3.12
387	388	2.59	22	23	2.20	53	54	2.51
388	389	3.07	23	24	3.67	54	55	3.69
389	390	3.12	24	25	3.52	55	56	3.85
390	391	2.34	25	26	2.00	56	57	4.13
391	392	3.08	26	27	3.99	57	58 + 250	3.79
392	393	2.61	27	28	3.17			
393	394	3.10	28	29	3.45			
394	395	2.53	29	30	2.54			
395	396= (0.0)	2.04	30	31	3.82			

SOMA-ISOLUX KISHANGARH/BEAWAR TOLL WAY PVT. LTD. INDIA

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Appendix A-VI (e)

Existing Major Junctions

S.No	Junction	Location (Existing Chainage (Km))	Type of Junction
1.	Kishangarh City	366.400	Y-Junction
2.	Kishangarh-Makrana	369.800	X-Junction
3.	Kishangarh City	376.800	Y-Junction
4.	Ajmer City	387.750	Y-Junction
5.	Nasirabad-Ajmer	5.800	X-Junction
6.	Ajmer City	14.600	Y-Junction
7.	Beawar City	49.000	Y-Junction
8.	Delwara – Beawar	51.300	X-Junction





Appendix A-VI(f)

Existing Minor Junctions

S. No.	Existing Chainage (Km)	Side	Destination	Category
1	368.650	Both	Savantsar-Harmada	X-Junction
2	369.250	Right	Tunkda	T-Junction
3	369.350	Left	Kishangarh City	T-Junction
4	369.600	Left	Kishangarh City	T-Junction
5	370.650	Both	Kishangarh-Kuchil	X-Junction
6	371.800	Left	Appatak	T-Junction
7	379.523	Left	Khoda Ganesh	T-Junction
8	380.300	Right	Kaaristhan	T-Junction
9	381.200	Both	Sangat, Gagal	X-Junction
10	383.200	Right	Gagwana	Y-Junction
11	384.400	Both	Gagwana-Ladpura	X-Junction
12	385.800	Left	Gagwana	T-Junction
13	388.800	Both	Ladpura-Ajmer	X-Junction
14	389.625	Both	Dhusalpura-Kakvana	X-Junction
15	392.750	Left	Nareli	T-Junction
16	395.000	Both	Shrinagar-Ajmer	X-Junction
17	0.905	Right	Palrah	Y-Junction
18	3.550	Left	Sedriya	T-Junction
19	4.600	Right	Parabatpura	T-Junction
20	12.900	Left	Tabijee – Ajmer	X-Junction
21	14.600	Right	Ajmer	Y-Junction
22	19.950	Left	Kesharpura	T-Junction

S. No.	Existing Chainage (Km)	Side	Destination	Category
23	23.000	Left	Arjunpura Jagir	T-Junction
24	25.550	Left	Nasirabad	Y-Junction
25	26.000	Right	Pisangan	Y-Junction
26	28.400	Right	Daulatkheda	T-Junction
27	31.000	Left	Lamana	Y-Junction
28	32.850	Right	Rampura	Y-Junction
29	36.800	Left	Kharva	T-Junction
30	38.000	Right		T-Junction
31	39.000	Left	Gopalranisagar	T-Junction
32	40.800	Right	RICCO industrial area	T-Junction
33	43.200	Both	Piplag	X-Junction
34	46.200	Right	Sarmalia	T-Junction
35	47.950	Left	Shree Cement	T-Junction
36	52.450	Both	Andheri Devori-Beawar	X-Junction
37	55.700	Both	Vijay Nagar- Beawar	X-Junction
38	57.800	Right	Beawar city	Y-Junction
39	58.000	Left	Udaipur	T-Junction

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Appendix A-VI (g)

Existing Truck Laybyes

-- Nil --

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Appendix A-VI (h)

Existing Busbays

-- Nil --





Appendix A-VII

Inventory of Structures

a.	Major & Minor Bridges	Appendix A-VII (a)
b.	Minor Bridges	Appendix A-VII (b)
c.	Culverts	Appendix A-VII(c)
d.	Grade separated Junctions	Appendix A-VII (d)
e.	ROBs / RUBs	Appendix A-VII (e)
f.	Railway Level Crossings	Appendix A-VII (f)

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

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Appendix A-VII (a)

Existing Major Bridges

S. No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Width	Span arrangement / Total length	Type of structure		
						Foundation	Sub-structure	Super-structure
1	-	10/1	9.525	11.0	9 x 7.0/63.0	Open	RR Stone Masonry Wall type	RCC Solid Slab

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Appendix A-VII (b)

Existing Minor Bridges

S. No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Width	Span arrangement / Total length	Type of structure		
						Foun dation	Sub-structure	Super-structure
1	-	366/1	365.167	12.5	2 x 5.8/11.6	Open	RR Stone Masonry Wall type	RCC Solid Slab
2	-	366/2	365.422	12.7	6 x 2.25/13.5	Open	RR Stone Masonry Wall type	RCC Solid Slab
3	-	368/1	367.283	13.0	3 x 7.0/21.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
4	-	370/2	369.926	13.0	5 x 7.0/35.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
5	-	378/1	377.555	13.0	1 x 9.0/9.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
6	-	381/1	380.823	13.0	3 x 9.0/27.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
7	-	386/1	385.200	13.0	6 x 9.0/54.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
8	-	391/1	390.297	8.4	3 x 6.0/18.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
9	-	4/5	3.884	8.4	3 x 6.0/18.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
10	-	5/2	4.252	8.5	3 x 6.0/18.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
11	-	6/2	5.358	9.6	4 x 6.75/27.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
12	-	16/1	15.023	12.0	2 x 5.5/11.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
13	-	19/1	18.815	12.8	2 x 6.8/13.60	Open	RR Stone Masonry Wall type	RCC Solid Slab
14	-	22/1	21.752	13.0	1 x 8.75/8.75	Open	RR Stone Masonry Wall type	RCC Solid Slab
15	-	27/1	26.407	13.0	6 x 7.6/45.60	Open	RR Stone Masonry Wall type	RCC Solid Slab
16	-	27/3	26.774	13.0	2 x 8.0/16.0	Open	RR Stone Masonry Wall type	RCC Solid Slab

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S. No.	Name of Bridge	Bridge No.	Existing Chainage (km)	Width	Span arrangement / Total length	Type of structure		
						Foundation	Sub-structure	Super-structure
17	-	32/1	31.053	12.0	6 x 3.5/21.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
18	-	38/3	37.650	12.0	5 x 6.7/33.50	Open	RR Stone Masonry Wall type	RCC Solid Slab
19	-	40/1	39.423	12.0	3 x 5.8/17.40	Open	RR Stone Masonry Wall type	RCC Solid Slab
20	-	43/2	42.416	12.0	2 x 5.7/11.40	Open	RR Stone Masonry Wall type	RCC Solid Slab
21	-	47/3	46.748	13.0	3 x 4.75/14.25	Open	RR Stone Masonry Wall type	RCC Solid Slab
22	-	47/4	46.941	13.0	5 x 7.0/35.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
23	-	48/1	47.575	12.0	2 x 7.0/14.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
24	-	51/1	50.934	8.5	3 x 6.0/18.0	Open	RR Stone Masonry Wall type	RCC Solid Slab
25	-	54/2	53.668	8.5	6 x 6.75	Open	RR Stone Masonry Wall type	RCC Solid Slab
26	-	57/1	56.426	8.5	3 x 6.75/20.25	Open	RR Stone Masonry Wall type	RCC Solid Slab

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Appendix A-VII (c)

Culverts

1. **List of Pipe Culverts**

S. No.	Existing Chainage (km)	Culvert No.	No. of Rows	Dia.of pipe
1	366.622	367/3	2	0.9
2	388.719	389/1	1	0.9
3	389.152	390/1	1	0.9
4	389.49	390/2	2	0.9
5	391.5	392/1	1	0.9
6	391.916	392/2	1	0.9
7	392.234	393/1	1	0.9
8	392.387	393/2	1	0.9
9	392.887	393/3	4	0.9
10	393.208	394/1	1	0.9
11	393.924	394/4	2	0.9
12	393.957	394/5	2	0.9
13	394.242	395/1	2	0.9
14	0.378	1/3	1	0.9
15	0.442	1/4	1	0.9
16	0.527	1/5	2	0.9
17	0.813	1/6	1	0.9
18	1.292	2/1	1	0.9
19	1.409	2/2	2	0.9
20	2.098	3/1	1	0.9
21	2.415	3/3	2	0.9
22	2.568	3/4	1	0.9
23	3.03	4/1	2	0.9
24	3.314	4/3	2	0.9
25	3.495	4/4	1	0.9
26	4.01	5/1	1	0.9
27	4.454	5/3	-	-
28	6.787	7/2	1	0.9
29	7.168	8/1	1	0.9
30	7.582	8/3	1	0.9
31	7.676	8/4	1	0.9
32	8.25	9/1	1	0.9
33	8.854	9/3	1	0.9
34	10.711	11/1	1	0.9
35	10.859	11/2	1	0.9
36	11.278	12/1	1	1.0
37	11.805	12/2	1	0.9
38	12.143	13/1	2	0.9
39	12.309	13/2	1	0.9
40	12.974	13/4	1	0.9
41	14.574	15/1	2	0.9
42	52.991	53/1	1	0.9
43	54.843	55/2	1	0.5

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2. Slab Culverts / Box Culverts

S. No.	Existing Chainage (km)	Culvert No.	Size (B x H) m	Width	Type
1	364.43	365/1	1.5 x 1.0	14.1	Slab Culvert
2	366.078	367/1	2.0 x 1.2	12.0	Slab Culvert
3	366.183	367/2	3.0 x 1.2	27.7	Slab Culvert
4	368.33	369/1	5.5 x 3.0	24.1	Slab Culvert
5	368.939	369/2	6.0 x 0.4	12.0	Slab Culvert
6	369.776	370/1	3.0 x 3.3	20.7	Slab Culvert
7	370.75	371/1	3.0 x 0.7	21.1	Slab Culvert
8	371.107	372/1	2.0 x 0.8	11.8	Slab Culvert
9	371.433	372/2	2.0 x 1.25	12.0	Slab Culvert
10	373.76	374/1	2.0 x 2.0	12.0	Slab Culvert
11	375.627	376/1	2.0 x 1.3	12.0	Slab Culvert
12	376.319	377/1	5.0 x 1.5	13.2	Slab Culvert
13	380.949	381/2	2.0 x 1.9	11.9	Slab Culvert
14	382.067	383/1	2.0 x 1.7	12.1	Slab Culvert
15	383.989	384/1	6.0 x 2.1	12.0	Slab Culvert
16	390.848	391/2	3.0 x 1.25	11.2	Slab Culvert
17	393.364	394/2	1.8 x 0.6	11.8	Slab Culvert
18	393.616	394/3	4.0 x 4.1	12.0	Slab Culvert
19	394.424	395/2	4.0 x 4.75	12.0	Slab Culvert
20	394.785	395/3	4.0 x 1.6	12.1	Slab Culvert
21	395.226	396/1	4.0 x 1.3	12.0	Slab Culvert
22	395.322	396/2	4.0 x 2.6	12.5	Slab Culvert
23	395.733	396/3	3.0 x 3.5	12.0	Slab Culvert
24	395.924	396/4	3.0 x 3.3	12.0	Slab Culvert
25	0.123	1/1	3.0 x 1.0	12.0	Slab Culvert
26	0.325	1/2	3.0 x 3.4	12.1	Slab Culvert
27	1.516	2/3	6.0 x 1.6	12.0	Slab Culvert
28	1.636	2/4	1.5 x 2.5	12.0	Slab Culvert
29	2.362	3/2	4.0 x 1.3	12.1	Slab Culvert
30	2.672	3/5	3.0 x 2.6	12.1	Slab Culvert
31	2.762	3/6	4.0 x 0.75	12.2	Slab Culvert
32	3.094	4/2	3.0 x 0.65	12.1	Slab Culvert
33	4.711	5/4	5.0 x 0.65	12.0	Slab Culvert
34	5.07	6/1	2.0 x 0.8	12.1	Slab Culvert
35	5.75	6/3	3.0 x 1.25	27.1	Slab Culvert
36	5.951	6/4	2.0 x 0.6	12.0	Slab Culvert
37	6.632	7/1	1.5 x 0.8	19.5	Slab Culvert
38	7.389	8/2	2.0 x 1.3	12.2	Slab Culvert
39	8.758	9/2	6.0 x 2.5	12.1	Slab Culvert
40	12.483	13/3	3.0 x 1.3	12.0	Slab Culvert
41	14.865	15/2	1.5 x 2.1	12.0	Slab Culvert
42	14/8.429	15/3	1.5 x 2.2	12.0	Slab Culvert
43	15A.176	16/2	6.0 x 2.0	12.2	Slab Culvert
44	15A.790	16/3	5.0 x 2.3	12.2	Slab Culvert
45	17.414	18/1	3.0 x 1.55	11.4	Slab Culvert
46	19.318	20/1	4.0 x 1.0	12.0	Slab Culvert

KISHANGARH BEAWAR TOLLWAY PVT. LTD.

S. No.	Existing Chainage (km)	Culvert No.	Size (B x H) m	Width	Type
47	20.405	21/1	2.0 x 0.6	12.5	Slab Culvert
48	23.55	24/1	4.0 x 3.0	11.7	Slab Culvert
49	23.821	24/2	1.5 x 1.2	12.0	Slab Culvert
50	23.926	24/3	1.5 x 2.1	12.0	Slab Culvert
51	24.901	25/1	4.0 x 2.3	12.0	Slab Culvert
52	25.663	26/1	1.5 x 1.0	12.0	Slab Culvert
53	25.84	26/2	2.0 x 1.2	12.2	Slab Culvert
54	26.568	27/2	1.5 x 1.7	12.0	Slab Culvert
55	27.309	28/1	2.0 x 1.7	12.0	Slab Culvert
56	28.119	29/1	1.0 x 0.8	12.0	Slab Culvert
57	28.426	29/2	3.0 x 1.5	12.0	Slab Culvert
58	28.592	29/3	1.5 x 1.0	12.0	Slab Culvert
59	29.049	30/1	1.5 x 0.4	12.2	Slab Culvert
60	29.407	30/2	1.5 x 2.2	12.2	Slab Culvert
61	30.093	31/1	1.5 x 1.1	12.0	Slab Culvert
62	30.533	31/2	3.0 x 1.6	11.9	Slab Culvert
63	30.661	31/3	4.0 x 0.8	12.1	Slab Culvert
64	31.324	32/2	4.0 x 0.9	12.0	Slab Culvert
65	31.72	32/3	1.5 x 0.75	12.0	Slab Culvert
66	32.414	33/1	1.5 x 0.7	12.0	Slab Culvert
67	33.267	34/1	1.5 x 0.8	12.0	Slab Culvert
68	34.473	35/1	1.5 x 1.7	12.0	Slab Culvert
69	35.377	36/1	1.5 x 0.8	12.1	Slab Culvert
70	35.64	36/2	1.0 x 0.8	12.0	Slab Culvert
71	36.188	37/1	1.5 x 1.9	12.0	Slab Culvert
72	36.384	37/2	1.5 x 0.7	11.9	Slab Culvert
73	36.73	37/3	2.0 x 1.3	11.9	Slab Culvert
74	38.059	39/1	2.0 x 0.75	12.0	Slab Culvert
75	38.282	39/2	1.5 x 1.0	12.0	Slab Culvert
76	38.505	39/3	1.5 x 0.8	12.0	Slab Culvert
77	38.64	39/4	1.5 x 0.6	12.1	Slab Culvert
78	38.847	39/5	1.0 x 0.8	12.0	Slab Culvert
79	39.765	40/2	1.5 x 1.8	12.0	Slab Culvert
80	40.133	41/1	2.0 x 0.5	13.0	Slab Culvert
81	40.292	41/2	1.5 x 0.9	12.0	Slab Culvert
82	41.26	42/1	6.0 x 2.6	12.0	Slab Culvert
83	41.528	42/2	1.5 x 2.1	12.1	Slab Culvert
84	41.811	42/3	2.0 x 1.6	12.0	Slab Culvert
85	41.97	42/4	2.0 x 1.0	12.0	Slab Culvert
86	42.269	43/1	1.5 x 1.5	11.9	Slab Culvert
87	42.855	43/3	2.0 x 2.1	11.9	Slab Culvert
88	43.218	44/1	2.0 x 1.6	11.9	Slab Culvert
89	43.417	44/2	1.5 x 1.0	12.0	Slab Culvert
90	43.777	44/3	2.0 x 1.6	12.0	Slab Culvert
91	44.15	45/1	1.5 x 1.0	12.0	Slab Culvert
92	44.297	45/2	1.5 x 1.5	12.1	Slab Culvert
93	44.638	45/3	2.0 x 1.0	12.0	Slab Culvert
94	44.905	45/4	1.5 x 2.1	12.0	Slab Culvert

S. No.	Existing Chainage (km)	Culvert No.	Size (B x H) m	Width	Type
95	45.123	46/1	2.0 x 1.55	12.0	Slab Culvert
96	45.437	46/2	1.5 x 2.0	12.0	Slab Culvert
97	45.87	46/3	3.0 x 2.2	12.0	Slab Culvert
98	46.026	47/1	1.0 x 0.5	12.0	Slab Culvert
99	46.365	47/2	1.5 x 0.4	11.9	Slab Culvert
100	48.094	49/1	1.5 x 0.9	12.0	Slab Culvert
101	48.522	49/2	1.5 x 0.3	12.1	Slab Culvert
102	48.848	49/4	2.0 x 1.2	22.0	Slab Culvert
103	49.095	50/1	5.0 x 3.1	13.4	Slab Culvert
104	49.326	50/2	2.0 x 1.2	12.0	Slab Culvert
105	50.811	51/2	6.0 x 2.0	11.9	Slab Culvert
106	51.511	52/1	3.0 x 2.4	12.0	Slab Culvert
107	53.246	54/1	2.0 x 1.1	12.0	Slab Culvert
108	54.187	55/1	2.0 x 1.5	12.0	Slab Culvert
109	55.118	56/1	2.0 x 1.2	12.0	Slab Culvert
110	57.019	58/1	2.0 x 1.3	12.0	Slab Culvert
111	57.033	58/2	2.0 x 1.4	12.0	Slab Culvert
112	57.465	58/3	2.0 x 1.55	12.0	Slab Culvert

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Appendix A-VII (d)

Grade Separated Junctions

-- **Nil** --

Appendix – A VII (e)

Railway Over Bridge

S. No.	Existing Chainage (km)	Type	Width	Span arrangement & Total length	Type of structure			Clear Height available
					Foundation	Substructure	Super structure	
1	368+030	ROB	(2 x 10.25) +3.5	(2 x 26.5) + (1 x 27.2)/80.2	Open	RCC rectangular type	PSC Voided Slab	6.55
2	48+661	ROB	10.8	1 x 9.0/9.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	6.55

Appendix – A VII (f)

Railway Level Crossings

S. No	Existing Chainage (Km)	Railway Chainage / No.	Width (metres)
1	390.600	40X/ 3E	7.0 m
2	6.250	4 A/3E	9.0 m

* * *

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

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 construction of 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 undertaken and completed by the Concessionaire in conformity with the Specifications and Standards set forth in Annex-I of Schedule-D.

3 Deleted

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National Highways Authority of India New Delhi

Annex - I
(Schedule-B)

Description of Six-Laning

1 Width of Carriageway

1.1 The paved carriageway shall be 24.5 meters wide excluding the median:

Provided that in the following urban stretches, the width of carriageway shall be:

Sl. No.	Name of Township	Location (Chainage)		Width (m)
		Existing Ch.	Design Ch.	
1	Kishangarh	367.623 to 368.326	3.490 to 4.200	10.500
2	Kishangarh	365.690 to 366.690	1.800 to 2.800	25.050
3	Kishangarh	369.317 to 370.317	5.154 to 6.154	
4		376.435 to 377.435	12.180 to 13.180	
5		387.190 to 388.190	23.040 to 24.040	
6		5.278 to 6.278	37.125 to 38.125	
7	Rampuramevatan	14.212 to 15.212	49.780 to 50.780	
8		48.398 to 49.398	82.640 to 83.640	
9		57.753 to 58.753	91.200 to 92.200	
10	Kishangarh	370.200 to 371.200	6.080 to 7.080	25.600
11		383.925 to 384.925	19.800 to 20.800	
12		388.278 to 389.278	24.155 to 25.155	
13		394.600 to 395.600	30.435 to 31.435	
14	Parvatpura	12.412 to 13.412	44.220 to 45.220	
15		19.404 to 20.404	52.850 to 53.850	
16	Kesarpura		58.550 to 59.550	
17		50.802 to 51.802	84.757 to 85.757	
18		51.956 to 52.956	85.903 to 86.903	
19		55.173 to 56.173	89.189 to 90.189	
20	Ganeshpura		92.760 to 93.630	

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National Highways Authority of India New Delhi

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.

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1. Other Features of Six Laning

Cross sections

The project highway shall be widened to six lane dual configuration with paved shoulder with or without service road. A typical cross section along with different types of cross section required to be developed in different segments of the project highways are indicated in **Appendix BI**

Alignment Plan and Longitudinal Section

An alignment plan and vertical profile of project highway is given at **Appendix BII** in soft copy. The minimum FRL given in enclosed drawing shall have to be achieved by Concessionaire.

Bypasses & Realignment

There are **2** Bypasses and **NIL** Realignment in the project highway. The details of bypasses and realignments to be provided are given at **Appendix BIII.**

Service Road

Service Roads shall be provided in lengths indicated in **Appendix-BIV.**

Proposed Right of Way

The details of the Proposed ROW are given in **Appendix BV.**

At Grade Intersection

At grade intersections shall be provided at the intersection of service roads and all intersecting roads at locations specified in **Appendix B VI** for major intersections and in **Appendix B VII** for minor intersections.

Grade Separated Intersections

The grade separated intersections shall be as provided as given at **Appendix B VIII.**

Underpasses

Vehicular underpass shall be provided at location given at **Appendix B IX.**

Pedestrian / Cattle underpass shall be provided at location given at **Appendix B X.**

Major Bridges

Major bridges as listed in **Appendix B XI** shall be provided, widened, reconstructed or extended.

Minor Bridges

Minor bridges as listed in **Appendix BXII** shall be provided, widened, reconstructed, or extended.

Culverts

Culverts shall be provided, widened, reconstructed, or extended as listed in **Appendix B XIII**

300mm dia. Pipe is provided at every km for irrigation shypon.

ROB / RUB

Details of ROB / RUBs to be provided are given at **Appendix BXIV.** Following points shall be taken care of:

i) The proposed span arrangements of the ROBs are tentative and subject to change as per availability of railway boundaries / requirement of the railways.

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 ROB's shall be constructed and maintained by the concessionaire under supervision of the Railways.

iv) All expenditure related to construction, maintenance and supervision of ROB (except P&E charges) shall be borne by the Concessionaire.

v) During construction the existing level crossings shall be widened to 12 meters or two separate level crossings of 7meters shall be provided.

Entry / Exit Ramps

Entry / exit ramps for the entering into or existing from the project highway shall be provided wherever necessary.

4.14 Slope protection

The side slope shall be protected by using suitable slope protection measures wherever required along the present highway.

4.15 Utilities

Provision of accommodating utilities shall be made both over as well as underground wherever required.

4.16 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.

4.17 Pavement Crust Composition

The project highways shall have stone matrix asphalt (SMA) conforming to IRC: SP: 79, in minimum 5.50 lakh sqm area.

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India * New Delhi *

Appendix –BI

Typical Cross Section along Project Corridor

S. No.	Design Chainage (Ch.)		Length (m)	C/s Type
	From	To		
1	0.000	0.150	0.150	TCS 6
2	0.150	1.800	1.650	TCS 5
3	2.800	3.490	0.690	TCS 5
4	3.490	4.200	0.710	TCS 4
5	4.200	4.400	0.200	TCS-5
6	4.400	5.155	0.755	TCS 1
7	7.080	8.000	0.920	TCS 1
8	8.000	10.860	2.860	TCS 7
9	10.860	12.190	1.330	TCS 14
10	13.190	13.300	0.110	TCS 13
11	13.300	16.800	3.500	TCS 13
12	16.800	19.800	3.000	TCS 13
13	20.800	23.000	2.200	TCS 13
14	25.155	30.400	5.245	TCS 14
15	31.435	32.840	1.405	TCS 14
16	32.840	35.500	2.660	TCS 7
17	35.500	37.125	1.625	TCS 6
18	38.125	40.850	2.725	TCS 6
19	40.850	44.220	3.370	TCS 7
20	45.220	46.000	0.780	TCS 7
21	46.000	49.780	3.780	TCS 7
22	50.780	52.850	2.070	TCS 2
23	53.850	57.282	3.432	TCS 2
24	57.282	58.550	1.268	TCS 7
25	59.550	62.108	2.558	TCS 7
26	62.108	69.900	7.792	TCS 8
27	69.900	70.500	0.600	TCS 2
28	70.500	71.650	1.150	TCS 5
29	71.650	72.400	0.750	TCS 2
30	72.400	81.150	8.750	TCS 8
31	81.150	82.640	1.490	TCS 5
32	83.640	84.550	0.910	TCS 7
33	84.550	84.800	0.250	TCS 6
34	85.800	85.950	0.150	TCS 6
35	86.950	89.175	2.225	TCS 7
36	90.175	90.300	0.125	TCS 6

GMR SOMA JV KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

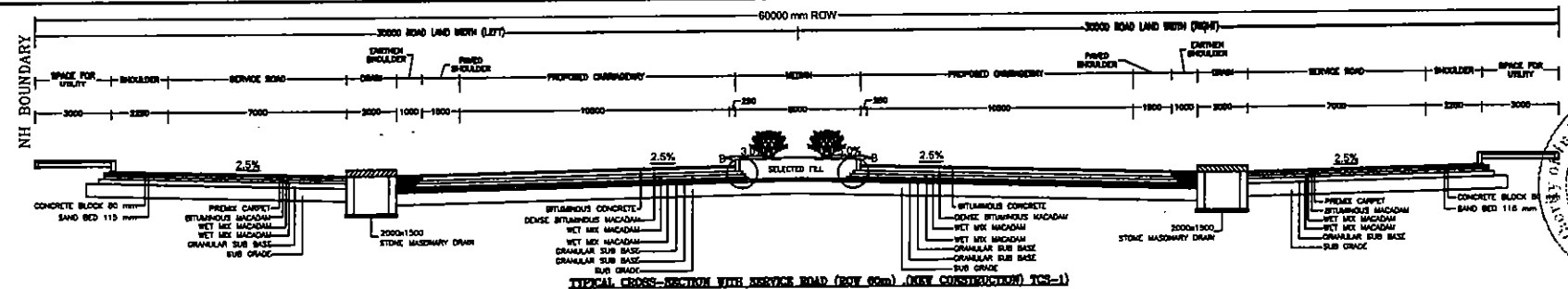
S. No.	Design Chainage (Ch.)		Length (m)	C/s Type
	From	To		
37	90.300	91.400	1.100	TCS 7
38	91.400	92.200	0.800	TCS 10
39	92.200	93.000	0.800	TCS 3
40	93.000	93.563	0.563	TCS 9

Typical Cross Section of High Embankments (Approaches to Grade Separator's / Underpasses / Bridges / ROB's)

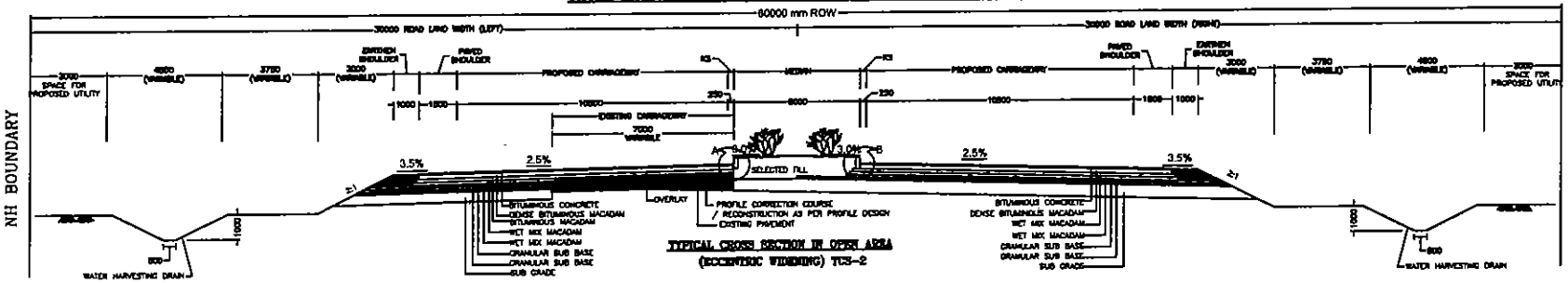
S. No.	Design Chainage (Ch.)		Length (m)	C/s Type
	From	To		
1	5.155	7.080	1.925	TCS 11
2	19.800	20.800	1.000	TCS 11
3	24.040	25.155	1.115	TCS 11
4	30.400	31.435	1.035	TCS 11
5	37.125	38.125	1.000	TCS 11
6	44.220	45.220	1.000	TCS 11
7	52.850	53.850	1.000	TCS 11
8	58.550	59.550	1.000	TCS 11
9	84.800	85.800	1.000	TCS 11
10	85.950	86.950	1.000	TCS 11
11	89.175	90.175	1.000	TCS 11

S. No.	Design Chainage (Ch.)		Length (m)	C/s Type
	From	To		
1	1.800	2.800	1.000	TCS 12
2	12.190	13.190	1.000	TCS 12
3	23.000	24.040	1.040	TCS 12
4	49.780	50.780	1.000	TCS 12
5	82.640	83.640	1.000	TCS 12

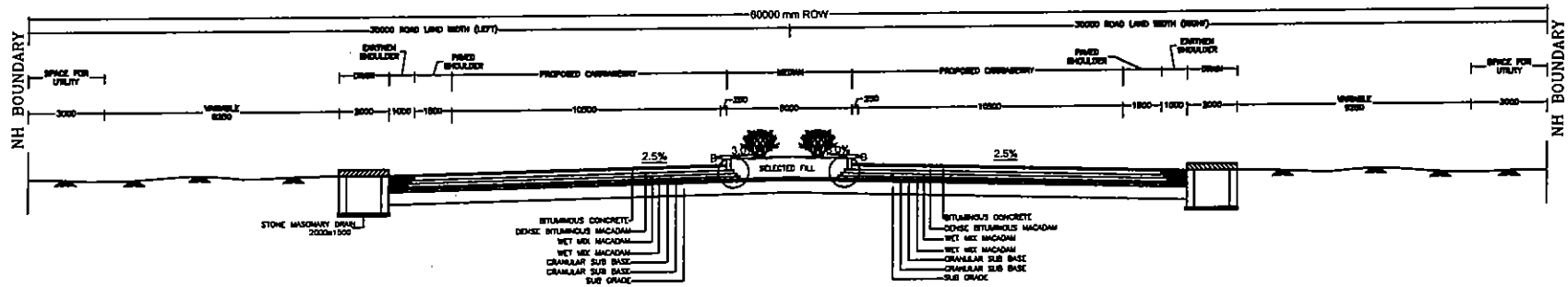
SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA



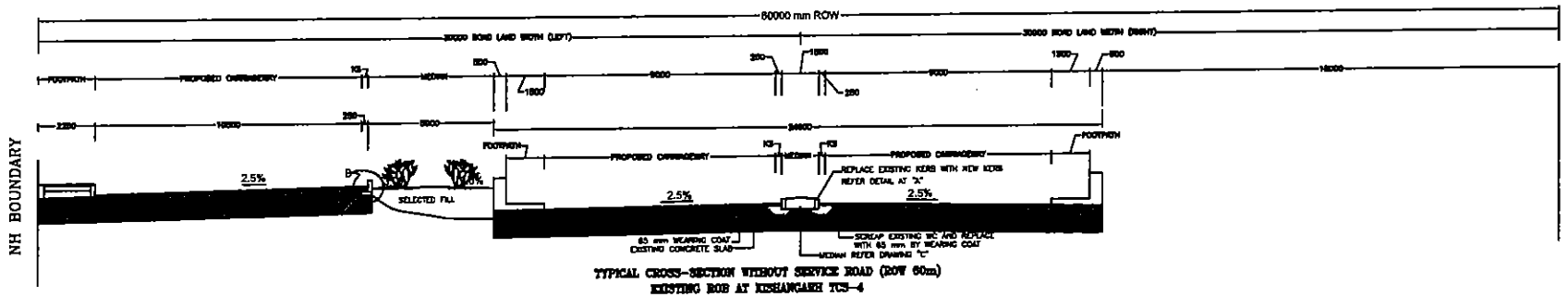
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TYPICAL CROSS SECTION IN OPEN AREA
(ECCENTRIC WIDENING) TCS-2



TYPICAL CROSS-SECTION WITHOUT SERVICE ROAD (ROW 60m) (NEW CONSTRUCTION) TCS-3



TYPICAL CROSS-SECTION WITHOUT SERVICE ROAD (ROW 60m)
EXISTING ROB AT KISHANGARH TCS-4

REV	DATE	DRAFT DPR DESCRIPTION OF REVISIONS
E	JUNE	

CLIENT:-
NATIONAL HIGHWAYS AUTHORITY OF INDIA

CONSULTANT:-
CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: 91-141 - 2520699 , 2521899 , 2520556
Fax: 2521348, E-Mail: ceglec@india.com

PROJECT:- SIX LANING OF KISHANGARH - BEAWAR ON NH-8

DRAWING TITLE:- STRENGTHENING AND SIX LANNING TYPICAL CROSS- SECTION (FOR NH-8)

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SURENDRA	RAJESH GUPTA	R. DAYAL	

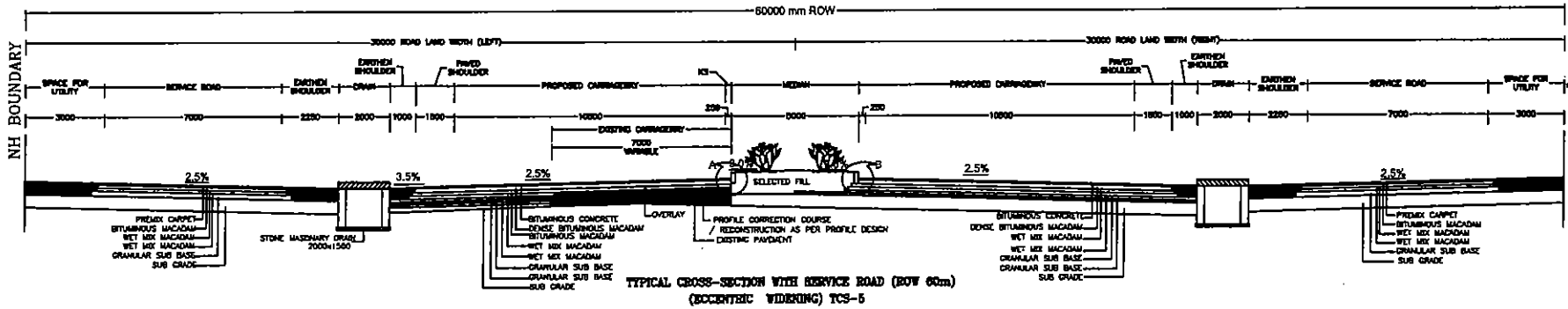
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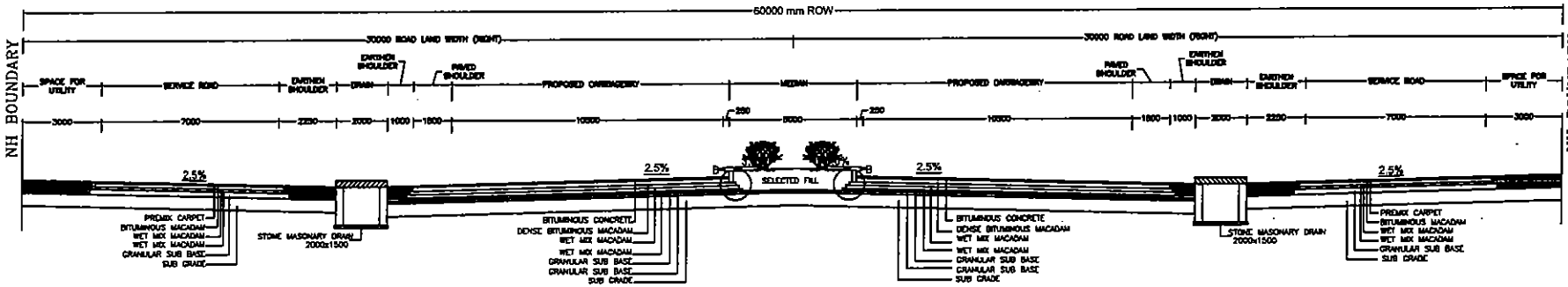
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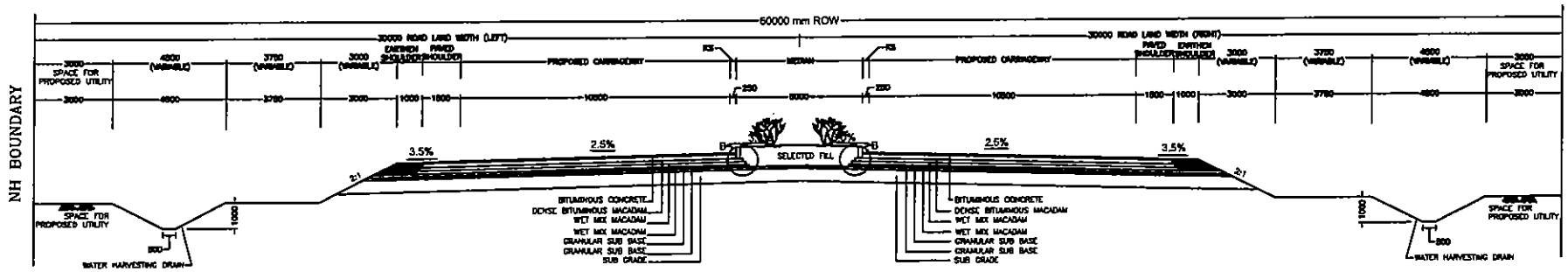
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TYPICAL CROSS-SECTION WITH SERVICE ROAD (ROW 60m)
(ECCENTRIC WIDENING) TCS-5



TYPICAL CROSS-SECTION WITH SERVICE ROAD (ROW 60m)
NEW CONSTRUCTION TCS-8



TYPICAL CROSS SECTION IN OPEN AREA
NEW CONSTRUCTION TCS-7

REV	DATE	DESCRIPTION OF REVISIONS
C	JUNE	DRAFT DPR

CLIENT:-
NATIONAL HIGHWAYS AUTHORITY OF INDIA

CONSULTANT:-
CONSULTING ENGINEERS GROUP LTD.
E-12,Moji Colony,Malviya Nagar Jaipur-17
Tel: 91-141 - 2520899 , 2521899 , 2520556
Fax: 2521348, E-Mail: ceg@cegindia.com

PROJECT:- SIX LANING OF KISHANGARH - BEAWAR ON NH-8

DRAWING TITLE:- STRENGTHENING AND SIX LANNING TYPICAL CROSS- SECTION (FOR NH-8)

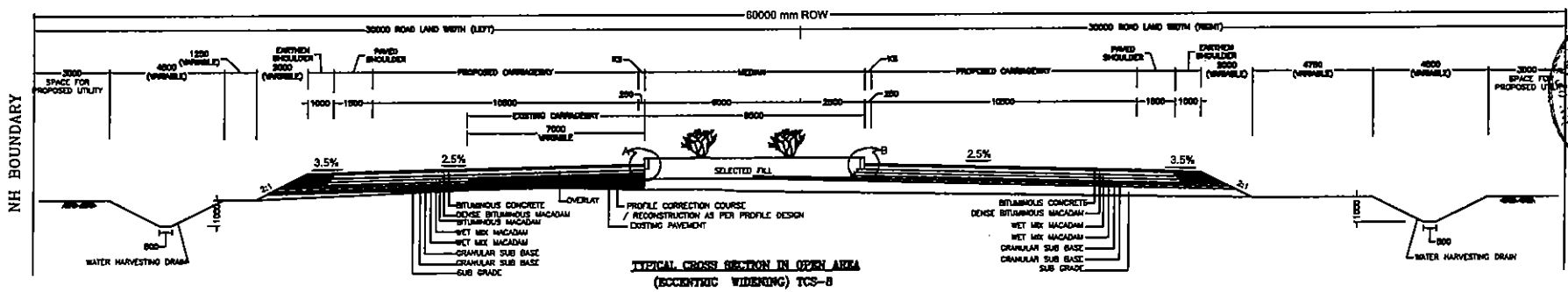
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SURENDRA	RAJESH GUPTA	R. DAYAL	

DATE:- JULY 2007

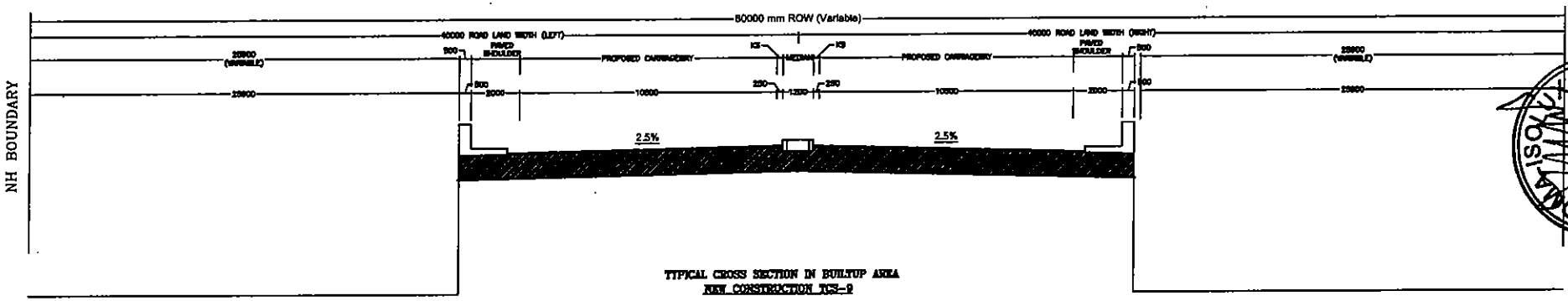
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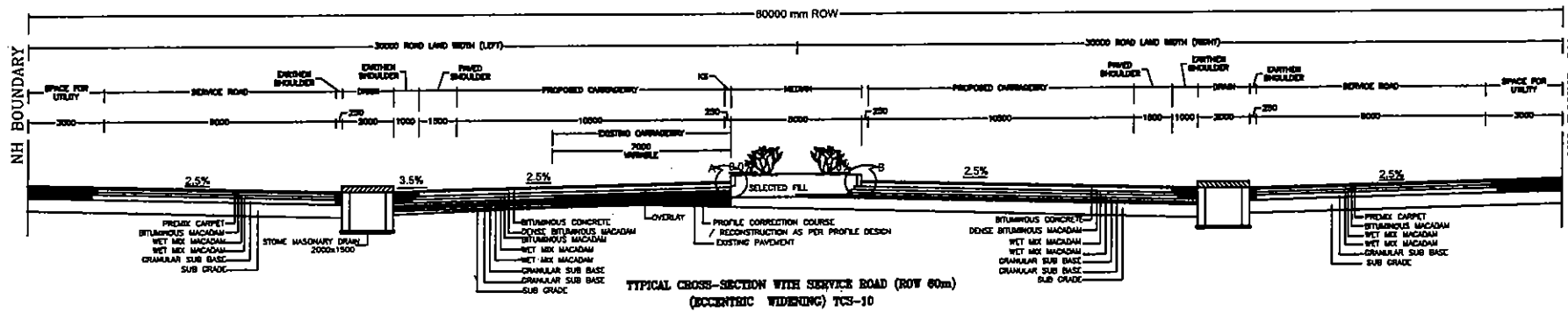
REV: E



TYPICAL CROSS SECTION IN OPEN AREA
(ECCENTRIC WIDENING) TCS-8



TYPICAL CROSS SECTION IN BUILTUP AREA
NEW CONSTRUCTION TCS-9



TYPICAL CROSS-SECTION WITH SERVICE ROAD (ROW 60m)
(ECCENTRIC WIDENING) TCS-10

REV	DATE	DESCRIPTION OF REVISIONS
E	JUNE	DRAFT DPR

CLIENT:-
NATIONAL HIGHWAYS AUTHORITY OF INDIA

CONSULTANT:-

CONSULTING ENGINEERS GROUP LTD.
E-12,Mojl Colony,Malviya Nagar Jaipur-17
Tel: 91-141 - 2520899 , 2521899 , 2520558
Fax: 2521348, E-Mail: ceg@ceglndia.com

PROJECT:- SIX LANING OF KISHANGARH - BEAWAR ON NH-8

DRAWING TITLE:- STRENGTHENING AND SIX LANNING TYPICAL CROSS- SECTION (FOR NH-8)

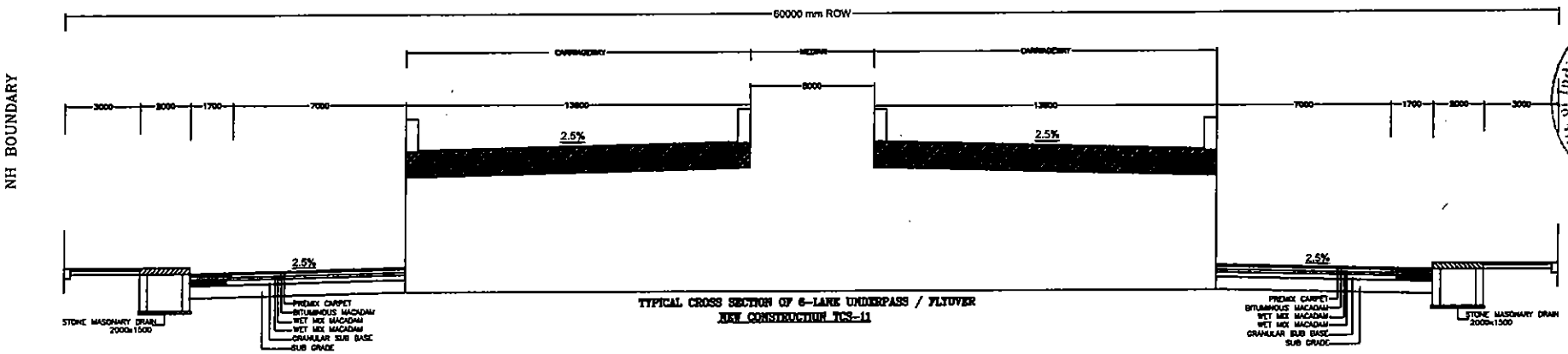
DRAWN:-	DESIGNED:-	CHECKED:-	APPROVED:-
SURENDRA	RAJESH GUPTA	R. DAYAL	

DATE:- JULY 2007

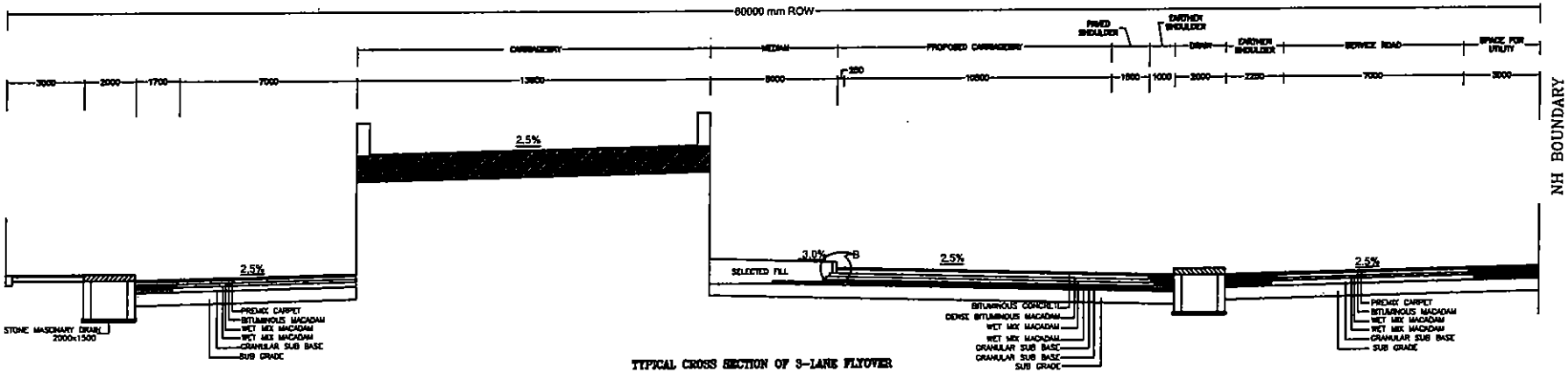
SCALE:- NOT TO SCALE

DRAWING NO:- NHAI/CEG/NH-8/TCS 8, 9 & 10

REV: E



TYPICAL CROSS SECTION OF 6-LANE UNDERPASS / FLYOVER
NEW CONSTRUCTION TCS-11



TYPICAL CROSS SECTION OF 3-LANE FLYOVER
NEW CONSTRUCTION TCS-12

REV	DATE	DESCRIPTION OF REVISIONS
E	JUNE	DRAFT DPR

CLIENT:-
NATIONAL HIGHWAYS AUTHORITY OF INDIA

CONSULTANT:-

CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Mahdyo Nagar Jaipur-17
Tel: 91-141 - 2520899 , 2521899 , 2520556
Fax: 2521348, E-Mail: ceg@cegindia.com

PROJECT:- SIX LANING OF KISHANGARH - BEAWAR ON NH-8

DRAWING TITLE:- STRENGTHENING AND SIX LANNING TYPICAL CROSS- SECTION (FOR NH-8)

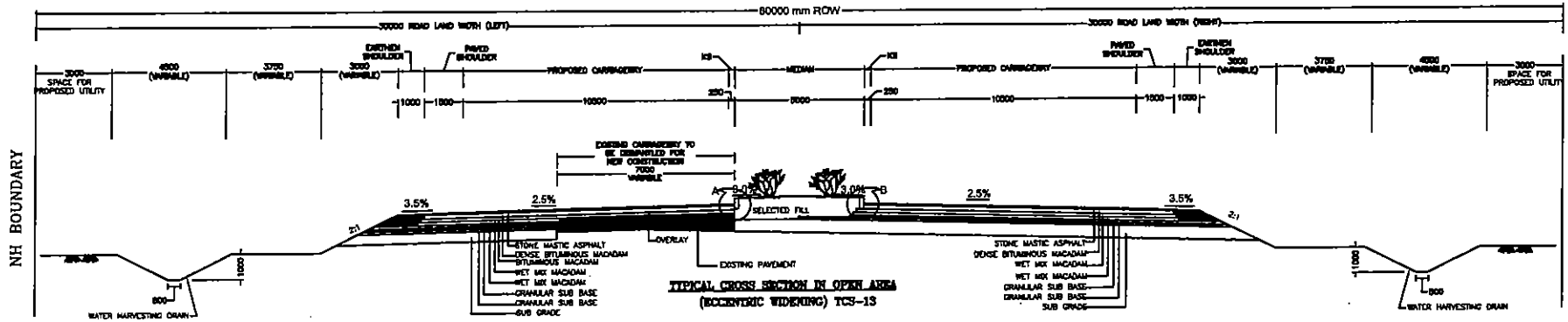
DRAWN:-	DESIGNED:-	CHECKED:-	APPROVED:-
SURENDRA	RAJESH GUPTA	R. DAYAL	

DATE:- JULY 2007

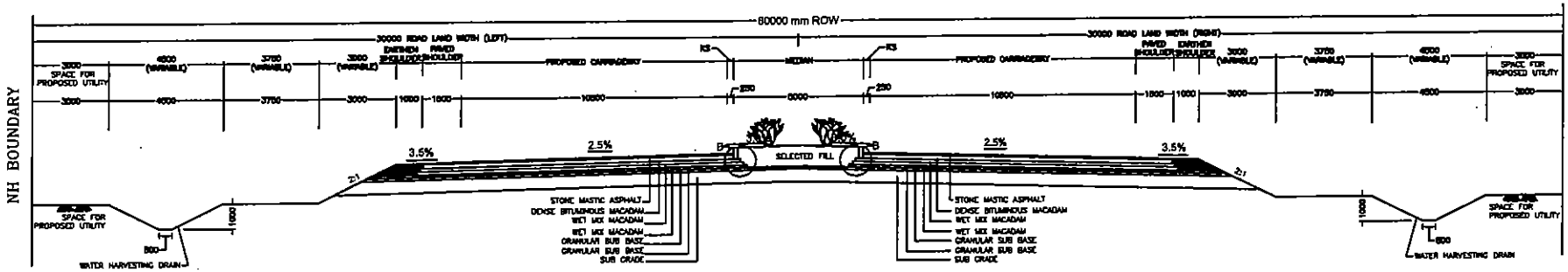
SCALE:- NOT TO SCALE .

DRAWING NO:- NHAI/CEG/NH-8/TCS 11 & 12

REV: E



TYPICAL CROSS SECTION IN OPEN AREA
(ECCENTRIC WIDENING) TCS-13



TYPICAL CROSS SECTION IN OPEN AREA
NEW CONSTRUCTION TCS-14

REV	DATE	DESCRIPTION OF REVISIONS
E	JUNE	DRAFT DPR

CLIENT:- NATIONAL HIGHWAYS AUTHORITY OF INDIA

CONSULTANT:-

CONSULTING ENGINEERS GROUP LTD.
E-12,Moji Colony,Malviya Nagar Jaipur-17
Tel: 91-141 - 2522899 , 2521899 , 2520556
Fax: 2521348, E-Mail:ceg@ceglindia.com

PROJECT:- SIX LANING OF KISHANGARH - BEAWAR ON NH-8

DRAWING TITLE:- STRENGTHENING AND SIX LANNING TYPICAL CROSS- SECTION (FOR NH-8)

DRAWN:-	DESIGNED:-	CHECKED:-	APPROVED:-
SURENDRA	RAJESH GUPTA	R. DAYAL	

DATE:- JULY 2007

SCALE:- NOT TO SCALE

DRAWING NO:- NHAI/CEG/NH-8/TCS 13 & 14

REV: E

Crust Composition -- New Carriageway

Layer Type	Homogenous Section I (MSA = 209)	Homogenous Section II (MSA = 232)	Homogenous Section III (MSA = 186)
BC (mm)	50	---	---
SMA (mm)	---	45	45
DBM (mm)	170	185	170
WMM (mm)	250	250	250
GSB (mm)	200	200	200
Total (mm)	670	680	665

Crust Composition – Service Road

Sl. No	Layer	Thickness (mm)
1	PC (mm)	20
2	BM (mm)	50
3	WMM (mm)	225
4	GSB (mm)	150
5	SG (mm)	500

Overlay Compositions

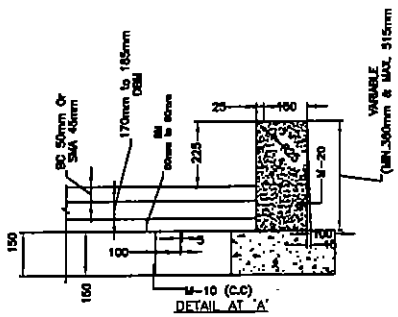
Layer Type	Homogenous Section I (MSA = 209)	Homogenous Section II (MSA = 232)	Homogenous Section III (MSA = 186)
BC (mm)	50		
SMA (mm)	---	45	45
DBM (mm)	170	185	170

Homogenous Sections

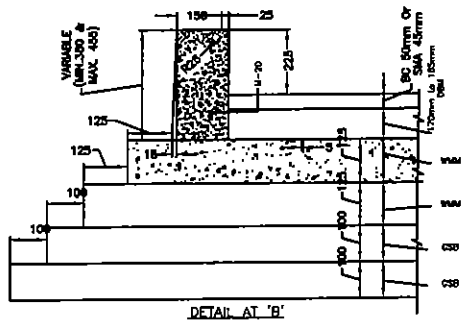
Homogenous Section	From	To (Km)
I	Km 364.125	Km 375.000
	Km 397.000	Km 58.245
II	Kishangarh to Bewar (Km 375.000)	Kishangarh to Bewar (Km 1.000) (Km 396.000=0.000)
III	Bewar to Kishangarh (Km 375.000)	Bewar to Kishangarh (Km 1.000) (Km 396.000=0.000)

Crust Composition towards widening side of existing pavement

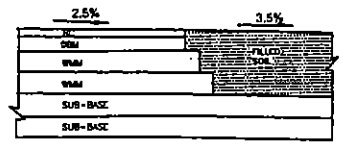
Layer Type	Homogenous Section I (MSA = 209)	Homogenous Section II (MSA = 232)	Homogenous Section III (MSA = 186)
BC (mm)	50		
SMA (mm)	---	45	45
DBM (mm)	170	185	170
BM (mm)	60	50	60
WMM (mm)	250	250	250
GSB (mm)	200	200	200
Total (mm)	730	730	725



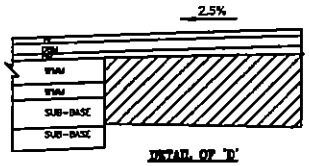
DETAIL AT 'A'



DETAIL AT 'B'



DETAIL OF 'C'



DETAIL OF 'D'

CLIENT:- NATIONAL HIGHWAYS AUTHORITY OF INDIA	PROJECT:- SIX LANING OF KISHANGARH - BEAWAR ON NH-8	DATE:- JULY 2007
CONSULTANT:- CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: 91-141 - 2520889 , 2521889 , 2520556 Fax: 2521348, E-Mail: ceg@ceglndia.com	DRAWING TITLE:- STRENGTHENING AND SIX LANNING TYPICAL CROSS- SECTION (FOR NH-8)	SCALE:- NOT TO SCALE
	DRAWN:- SURENDRA / DESIGNED:- RAJESH GUPTA / CHECKED:- R. DAYAL / APPROVED:-	DRAWING NO:- NHAI/CEG/NH-8/CRUST COMPOSITION / REV: E

REV	DATE	DESCRIPTION OF REVISIONS
E	JUNE	DRAFT DPR

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Appendix-B II

Alignment Plan and Longitudinal Section

Alignment plan and longitudinal section are enclosed.

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

Appendix- B III

Details of Bypasses / Realignment

Name of Bypass	Existing Chainage (Km)		Design Chainage (Ch)		Length (Km)
	From	To	From	To	
Saradhana	14.200	17.130	46.000	50.500	4.500
Mangliawas	23.900	28.050	57.282	62.108	4.826

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Appendix- B IV

Details of Service Roads

S.No	Existing KM		Proposed Chainage		Length (m)	Width (m)	Side	Typical Cross Section
	From	To	From	To				
1	364.125	364.275	0.000	0.150	150	7.0	Both Side	TCS 6
2	364.275	365.920	0.150	1.800	1650	7.0	Both Side	TCS 5
3	365.920	366.950	1.800	2.800	1000	7.0	Both Side	TCS 12
4	366.950	367.588	2.800	3.490	690	7.0	Both Side	TCS 5
5	368.129	368.550	4.200	4.400	200	7.0	Both Side	TCS-5
6	368.550	369.325	4.400	5.155	755	7.0	Both Side	TCS 1
7	369.325	370.275	5.155	6.155	1000	7.0	Both Side	TCS 11
8	371.150	372.152	7.080	8.000	920	7.0	Both Side	TCS 1
9	376.340	377.300	12.190	13.190	1000	7.0	Both Side	TCS 12
10	383.925	384.925	19.800	20.800	1000	7.0	Both Side	TCS 11
11	387.150	388.180	23.000	24.040	1040	7.0	Both Side	TCS 12
12	388.180	389.300	24.040	25.155	1115	7.0	Both Side	TCS 11
13	394.560	395.600	30.400	31.435	1035	7.0	Both Side	TCS 11
14	3.650	5.300	35.500	37.125	1625	7.0	Both Side	TCS 6
15	5.300	6.300	37.125	38.125	1000	7.0	Both Side	TCS 11
16	6.300	9.030	38.125	40.850	2725	7.0	Both Side	TCS 6
17	12.490	13.340	44.220	45.220	1000	7.0	Both Side	TCS 11
18	---	17.400	49.780	50.780	1000	7.0	Both Side	TCS 12
19	19.450	20.450	52.850	53.850	1000	7.0	Both Side	TCS 11
20	---	---	58.550	59.550	1000	7.0	Both Side	TCS 11
21	36.440	37.600	70.500	71.650	1150	7.0	Both Side	TCS 5
22	47.050	49.310	81.150	83.400	2250	7.0	Both Side	TCS 5
23	50.542	50.725	84.550	84.800	250	7.0	Both Side	TCS 6
24	50.725	51.800	84.800	85.800	1000	7.0	Both Side	TCS 11
25	51.800	51.950	85.800	85.950	150	7.0	Both Side	TCS 6
26	51.950	53.150	85.950	87.050	1100	7.0	Both Side	TCS 11
27	54.100	56.185	88.050	90.175	2125	7.0	Both Side	TCS 11
28	57.250	58.250	91.400	92.200	800	7.0	Both Side	TCS 10
Length of Service Road on One side (m)					**29730**			
Length of Service Road on both side (m)					**59460**			

Appendix B V

Details of Proposed ROW

The proposed ROW for the project highway shall be 60m all along the corridor.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Appendix – BVI

Major Intersections

S. No.	Existing Chainage (Km)	Design Chainage (Ch)	Category of Road	Type of Junction	Village / Locaton
1	14.200	46.000	Bypass	Y – Junction	Saradhana Bypass Start
2	Bypass	47.379	Village road	X – Crossing	Rajgarh – Saradhana
3	24.400	57.882	Bypass	Y – Junction	Mangliavas Bypass Start
4	27.400	62.358	Bypass	Y – Junction	Mangliavas Bypass End
5	46.200	80.300	Village road	T – Junction	Sarmalia
6	47.950	82.050	Factory road	T – Junction	Shree Cement

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Appendix – BVII

Minor Junctions

Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Carriageway width	Category
1	368.650	4.500	Both	3.50	X-Junction
2	369.250	5.100	Right	3.50	T-Junction
3	369.350	5.220	Left	3.50	T-Junction
4	369.600	5.570	Left	7.00	T-Junction
5	371.800	7.700	Left	7.00	T-Junction
6	379.523	15.380	Both	3.50	X-Junction
7	380.300	16.150	Right	3.50	T-Junction
8	381.200	17.050	Both	3.50	X-Junction
9	383.200	19.055	Right	3.50	Y-Junction
10	385.800	21.650	Left	3.50	T-Junction
11	389.625	25.475	Both	3.50	X-Junction
12	392.750	28.750	Left	3.50	T-Junction
13	0.905	32.750	Right	3.50	Y-Junction
14	3.550	35.400	Left	3.50	T-Junction
15	4.600	36.450	Right	3.50	T-Junction
16	Deleted				
17	23.000	56.380	Left	3.50	T-Junction
18	28.400	62.460	Right	3.50	T-Junction
19	31.000	65.030	Left	3.50	Y-Junction
20	32.850	66.880	Right	3.50	Y-Junction
21	36.750	70.800	Left	3.50	T-Junction
22	38.000	72.050	Right	3.50	T-Junction
23	39.000	73.075	Left	3.50	T-Junction
24	40.800	73.870	Right	7.00	T-Junction
25	43.200	77.250	Both	3.50	X-Junction
26	46.200	80.300	Right	3.50	T-Junction
27	46.500	80.600	Left	3.50	T-Junction
28	47.950	82.050	Left	7.00	T-Junction
29	58.600	92.600	Left	7.00	T-Junction

KISHANGARH-BEAWAR TOLLWAY PVT. LTD.
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Appendix – BVIII

Details of Proposed Grade Separated Intersections

S No.	Locations	Existing Kilometer (Km)	Design Chainage (Ch)	Name of Intersecting Roads	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of structure
1	Kishangarh Bypass Start	366.400	2.300	Kishangarh Bypass Start	New 3-Lane	RCC Girder	1 x 21m	1 x 13.8
2	Makrana Jun.	369.817	5.654	Makrana Jun.	New 6-Lane	RCC Girder	1 x 21m	2 x 13.8
3	Kishangarh Bypass End	376.935	12.680	Kishangarh Bypass End	New 3-Lane	RCC Girder	1 x 21m	1 x 13.8
4	Ajmer Bypass Start	387.690	23.540	Ajmer Bypass Start	New 3-Lane	RCC Girder	1 x 21m	1 x 13.8
5	Nasirabad Jun.	5.778	37.625	Nasirabad Jun.	New 6-Lane	RCC Girder	1 x 21m	2 x 13.8
6	Saradhna Bypass End	16.712	50.280	Saradhna Bypass End	New 3-Lane	RCC Girder	1 x 21m	1 x 13.8
7	Beawar Bypass Start	49.020	83.140	Beawar Bypass Start	New 3-Lane	RCC Girder	1 x 21m	1 x 13.8
8	Junction with NH-14	58.245	92.250	Junction with NH-14	New 6-Lane	RCC Girder	1 x 21m	2 x 13.8

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Appendix-BIX

Details of Proposed Vehicular Underpasses

S No.	Existing Kilometer (Km)	Design Chainage (Ch)	Name of Intersecting Roads	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of structure
1	370.700	6.580	Kuchili village	New 6-lane	RCC Girder	1 x 12.0 x 5.5	2 x 13.8
2	384.425	20.300	Gagwana	New 6-lane	RCC Girder	1 x 12.0 x 5.5	2 x 13.8
3	388.778	24.655	Ladpura	New 6-lane	RCC Girder	1 x 12.0 x 5.5	2 x 13.8
4	395.100	30.935	Srinagar	New 6-lane	RCC Girder	1 x 12.0 x 5.5	2 x 13.8
5	12.912	44.720	tabajee	New 6-lane	RCC Girder	1 x 12.0 x 5.5	2 x 13.8
6	19.904	53.350	Kesarpura	New 6-lane	RCC Girder	1 x 12.0 x 5.0	2 x 13.8
7	Bypass	59.050	Mangliyawas Bypass	New 6-lane	RCC Girder	1 x 12.0 x 5.0	2 x 13.8
8	51.302	85.257	Delwara Village	New 6-lane	RCC Girder	1 x 21.0 x 5.5	2 x 13.8
9	52.456	86.403	Masuda juntion	New 6-lane	RCC Girder	1 x 21.0 x 5.5	2 x 13.8
10	55.673	89.689	Vijay nagar	New 6-lane	RCC Girder	1 x 21.0 x 5.5	2 x 13.8
11	57.700	91.700	End of Beawar Bypass	New 6-lane	RCC Girder	1 x 18.0(sq) x 5.5	2 x 12.0

SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Appendix-BX

Details of proposed Pedestrian / Cattle Underpasses

S No.	Existing Kilometer (Km)	Design Chainage (Ch)	Name of Intersecting Roads	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of structure
1	379.534	15.369	Khodaganesh	New 6-lane	RCC Single Box	1 x 6.0 x 3.5	31.7
2	Bypass	48.352	Sardana village	New 6-lane	RCC Single Box	1 x 6.0 x 3.5	31.7
3	36.710	70.890	Kharwa Village	New 6-lane	RCC Single Box	1 x 6.0 x 3.5	31.7
4	42.450	76.541	Kuchli village	New 6-lane	RCC Single Box	1 x 6.0 x 3.5	31.7

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Appendix-BXI

Details of New Major Bridge and Rehabilitation / Repair / widening Scheme for Existing Major Bridges

A. Construction of New Major Bridges*

S No.	Existing CD No.	Existing Chainage (Km)	Design Chainage (Ch)	Type of Crossing	Proposed structural configuration	Proposed Structure type	Proposed span arrangement	Total width of the structure
1	10/1	9.525	41.358	Non defined	Reconstruction New 6 Lane + 1.5m Footpath on both sides	RCC Girder	3 x 21.0	2 x 13.80

* The proposed span arrangement is tentative and the same shall be finalized in consultation with Irrigation Authority & IC. Any change in span arrangement shall not be treated as change in scope of work.

SOMA-SOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Appendix-BXII

Details of New Minor Bridge and Rehabilitation / Repair / widening Scheme for Existing Minor Bridges

A. Construction of New Minor Bridges

S.No	Bridge No	Existing Chainage (Km)	Design Chainage (Ch)	Type of Crossing	Proposed Structural Configuration	Proposed Structure Type	Proposed span arrangement	Total width of the structure
1	366/1	365.167	1.040	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Solid Slab	1 x 11.6	1 x 13.8
2	366/2	365.422	1.292	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 13.5	1 x 13.8
3	368/1	367.283	3.140	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 21.0	1 x 13.8
4	370/2	369.926	5.830	Drain	Reconstruction New 6 Lane + 1.5m Footpath on both sides	RCC Girder	2 x 18.0	2 x 13.8
5	378/1	377.555	13.397	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Solid Slab	1 x 9.0	1 x 13.8
6	381/1	380.823	16.667	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Solid Slab	3 x 9.0	1 x 13.8
7	386/1	385.200	21.063	River	Reconstruction New 6 Lane + 1.5m Footpath 1.5m Footpath on both sides	RCC Girder	3 x 18.0	2 x 13.8
8	-	Sardana Bypass	47.300	Drain	New 6 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 13.5	2 x 13.8
9	19/1	18.815	52.188	Non defined	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 13.4	1 x 13.8

S.No	Bridge No	Existing Chainage (Km)	Design Chainage (Ch)	Type of Crossing	Proposed Structural Configuration	Proposed Structure Type	Proposed span arrangement	Total width of the structure
10	22/1	21.752	55.129	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Solid Slab	1 x 8.75	1 x 13.8
11	-	Mangliawas Bypass	58.580	Drain	New 6 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 13.5	2 x 13.8
12	-	Mangliawas Bypass	60.900	Drain	New 6 Lane + 1.5m Footpath on both sides	RCC Girder	4 x 15.0	2 x 13.8
13	32/1	31.053	65.077	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 21.0	1 x 13.8
14	38/3	37.650	71.720	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 13.6 + 1 x 20.4	1 x 13.8
15	40/1	39.423	73.464	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 17.4	1 x 13.8
16	43/2	42.416	76.489	Non defined	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC solid Slab	1 x 11.4	1 x 13.8
17	47/3	46.748	80.840	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 15.0	1 x 13.8
18	47/4	46.941	81.034	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 13.4 + 1 x 20.1	1 x 13.8
19	48/1	47.575	81.666	Drain	Widening to 3-Lane + New 3 Lane + 1.5m Footpath on both sides	RCC Girder	1 x 14.0	1 x 13.8

*The proposed span arrangement is tentative and the same shall be finalized in consultation with irrigation and IC. Any change shall not be treated as change in scope of work.

KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India

B. Rehabilitation/Repair/Widening of Existing Minor Bridges*

S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
1	366/1	366/1	365.167	12.5	2 x 5.8	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the RH side and an another 3-lane bridge to be constructed on LH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	-	1.3 m widening shall be done on RH side

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
2	366/2	366/2	365.422	12.7	6 x 2.25	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the RH side and an another 3-lane bridge to be constructed on LH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	Guniting shall be done in the reinforcement exposed portion	1.1 m widening shall be done on RH side
3	368/1	368/1	367.283	13.0	3 x 7.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• Abutment cap & Superstructure shall newly cast • The existing substructures shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided	-	0.8 m widening shall be done on LH side

S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									• Approach slab shall be cast both sides • Revetment on two sides due to widening of existing bridge shall be redone		
4	378/1	378/1	377.555	13.0	1 x 9.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• Abutment cap & Superstructure shall newly cast • The existing substructures shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Approach slab shall be cast both sides • Toe wall & Revetment on two sides due to widening of existing bridge shall be redone	-	0.8 m widening shall be done on LH side
5	381/1	381/1	380.823	13.0	3 x 9.0	Open	RR Stone Masonry Wall	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side	Guniting shall be done in the	0.8 m widening shall be done on

S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
							type		• Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	reinforcement exposed portion	LH side
6	391/1	391/1	390.297	8.4	3 x 6.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the Both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone	-	11.6 m widening shall be done on both sides

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
7	4/5	4/5	3.884	8.4	3 x 6.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the Both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone	Guniting shall be done in the reinforcement exposed portion	11.65 m widening shall be done on both sides
8	5/2	5/2	4.252	8.5	3 x 6.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the Both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced	-	11.6 m widening shall be done on both sides

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone		
9	6/2	6/2	5.358	9.6	4 x 6.75	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone	-	11.05 m widening shall be done on both sides
10	19/1	19/1	18.815	12.8	2 x 6.8	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type	-	1.0 m widening shall be done on LH side

S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									• Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone		
11	22/1	22/1	21.752	13.0	1 x 8.75	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	-	0.8 m widening shall be done on LH side
12	32/1	32/1	31.053	12.0	6 x 3.5	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall	-	1.8 m widening shall be done on LH side

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone		
13	38/3	38/3	37.65	12.0	5 x 6.7	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	-	1.8 m widening shall be done on LH side
14	40/1	40/1	39.423	12.0	3 x 5.8	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot	-	1.8 m widening shall be done on LH side

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone		
15	43/2	43/2	42.416	12.0	2 x 5.7	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	-	1.8 m widening shall be done on LH side
16	47/3	47/3	46.748	13.0	3 x 4.75	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due	-	0.8 m widening shall be done on LH side

S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									to widening of existing bridge shall be redone		
17	47/4	47/4	46.941	13.0	5 x 7.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge shall be redone	-	0.8 m widening shall be done on LH side
18	48/1	48/1	47.575	12.0	2 x 7.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the LH side and an another 3-lane bridge to be constructed on RH side • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • New crash barrier and foot path shall be provided • Revetment on two sides due to widening of existing bridge	-	0.8 m widening shall be done on LH side

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									shall be redone		
19	51/1	51/1	50.934	8.5	3 x 6.0	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the Both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone	-	11.6 m widening shall be done on both sides
20	54/2	54/2	53.668	8.5	6 x 6.75	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the Both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be	Guniting shall be done in the reinforcement exposed portion	11.6 m widening shall be done on both sides

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S No.	Name of Bridge	Bridge No.	Chainage (km)	Width	Existing span arrangement	Type of Structure			Details of rehabilitation	Details of repair	Details of Widening
						Foundation	Substructure	Superstructure			
									removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone		
21	57/1	57/1	56.426	8.5	3 x 6.75	Open	RR Stone Masonry Wall type	RCC Solid Slab	• The existing bridge shall be widened on the Both sides with same span arrangement being concentric. • Median kerb shall be provided. • Expansion joint shall be replaced with filler type • Existing wearing coat to be removed and new WC shall be laid • Existing railing to be replaced with crash barrier and foot path shall be provided on both sides. • Revetment on two sides due to widening of existing bridge shall be redone	Guniting shall be done in the reinforcement exposed portion	11.6 m widening shall be done on both sides

* The proposed span arrangement is tentative and the same shall be finalized in consultation with irrigation Authority and IC. Any change in the span arrangement shall be not be treated as change in scope of work.

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Appendix BXIII

Reconstruction Scheme for Culverts

Sr. No.	Culvert No	Existing Chainage (Km)	Type of Structure		Recommen-dation	Span Arrangement		Proposed total width (m)
			Existing	Proposed		Existing (m)	Proposed (m)	
1	365/1	364.430	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	31.5
2	367/1	366.078	RCC Slab	RCC Slab	Widening	1x2.0	1x2.0	32.05
3	367/2	366.183	RCC Slab	RCC Slab	Widening	1x3.0	1x3.0	32.05
4	367/3	366.618	Pipe	Pipe	Widening	2x0.9	2x0.9	32.05
5	369/1	368.330	RCC Slab	RCC Slab	Widening	1x5.5	1x5.5	31.5
6	369/2	368.939	RCC Slab	RCC Slab	Widening	1x6.0	1x6.0	31.5
7	381/2	380.949	RCC Slab	RCC Slab	Widening	1x2.0	1x2.0	31.5
8	383/1	382.067	RCC Slab	RCC Slab	Widening	1x2.0	1x2.0	31.5
9	389/1	388.719	Pipe	Pipe	Widening	1x0.9	1x0.9	32.6
10	390/1	389.152	Pipe	Pipe	Widening	1x0.9	1x0.9	32.6
11	390/2	389.497	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
12	392/1	391.500	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
13	392/2	391.916	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
14	393/1	392.234	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
15	393/2	392.387	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
16	393/3	392.887	Pipe	Pipe	Widening	4x0.9	4x0.9	31.5
17	394/1	393.208	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
18	394/2	393.364	RCC Slab	RCC Slab	Widening	1x1.8	1x1.8	31.5
19	394/4	393.924	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
20	394/5	393.957	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
21	395/1	394.242	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
22	1/3	0.378	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
23	1/4	0.442	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
24	1/5	0.527	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
25	1/6	0.813	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
26	2/1	1.292	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
27	2/2	1.409	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
28	3/1	2.098	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
29	3/3	2.415	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
30	3/4	2.568	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
31	4/1	3.030	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
32	4/3	3.314	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
33	4/4	3.495	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
34	5/1	4.010	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
35	5/3	4.455	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5

Sr. No.	Culvert No	Existing Chainage (Km)	Type of Structure		Recommen-dation	Span Arrangement		Proposed total width (m)
			Existing	Proposed		Existing (m)	Proposed (m)	
36	7/2	6.787	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
37	8/1	7.168	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
38	8/3	7.582	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
39	8/4	7.676	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
40	9/1	8.250	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
41	9/3	8.854	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
42	11/1	10.711	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
43	11/2	10.859	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
44	12/1	11.278	Pipe	Pipe	Widening	1x1.0	1x1.0	31.5
45	12/2	11.805	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
46	13/1	12.143	Pipe	Pipe	Widening	2x0.9	2x0.9	31.5
47	13/2	12.310	Pipe	Pipe	Widening	1x0.9	1x0.9	31.5
48	13/4	12.974	Pipe	Pipe	Widening	1x0.9	1x0.9	32.6
49	18/1	17.414	RCC Slab	RCC Slab	Widening	2x3	2x3	31.5
50	20/1	19.318	RCC Slab	RCC Slab	Widening	1x4	1x4	31.5
51	21/1	20.405	RCC Slab	RCC Slab	Widening	1x2	1x2	32.6
52	24/1	23.550	RCC Slab	RCC Slab	Widening	1x4	1x4	31.5
53	24/2	23.821	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	31.5
54	24/3	23.926	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	31.5
55	29/1	28.119	RCC Slab	RCC Slab	Widening	1X1.0	1X1.0	35.0
56	29/2	28.426	RCC Slab	RCC Slab	Widening	1X3	1X3	35.0
57	29/3	28.590	RCC Slab	RCC Slab	Widening	2X1.5	2X1.5	35.0
58	30/1	29.049	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
59	30/2	29.407	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
60	31/1	30.093	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
61	31/2	30.533	RCC Slab	RCC Slab	Widening	1X3	1X3	35.0
62	31/3	30.661	RCC Slab	RCC Slab	Widening	1X4	1X4	35.0
63	32/2	31.324	RCC Slab	RCC Slab	Widening	1X4	1X4	35.0
64	32/3	31.720	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
65	33/1	32.414	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0

Sr. No.	Culvert No	Existing Chainage (Km)	Type of Structure		Recommen-dation	Span Arrangement		Proposed total width (m)
			Existing	Proposed		Existing (m)	Proposed (m)	
66	34/1	33.267	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
67	35/1	34.473	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
68	36/1	35.377	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	35.0
69	36/2	35.640	RCC Slab	RCC Slab	Widening	1X1.0	1X1.0	35.0
70	37/1	36.188	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	31.5
71	37/2	36.384	RCC Slab	RCC Slab	Widening	1X1.5	1X1.5	31.5
72	37/3	36.730	RCC Slab	RCC Slab	Widening	1X2.0	1X2.0	31.5
73	39/1	38.059	RCC Slab	RCC Slab	Widening	1x2.0	1x2.0	31.5
74	39/3	38.505	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
75	39/4	38.640	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
76	39/5	38.847	RCC Slab	RCC Slab	Widening	1x1.0	1x1.0	35.0
77	40/2	39.765	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
78	41/1	40.133	RCC Slab	RCC Slab	Widening	1x2	1x2	35.0
79	41/2	40.292	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
80	42/1	41.260	RCC Slab	RCC Slab	Widening	1x6	1x6	35.0
81	42/2	41.528	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
82	42/3	41.811	RCC Slab	RCC Slab	Widening	1x2	1x2	35.0
83	42/4	41.970	RCC Slab	RCC Slab	Widening	1x2	1x2	35.0
84	43/1	42.269	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
85	43/3	42.855	RCC Slab	RCC Slab	Widening	1x2.0	1x2.0	35.0
86	44/2	43.400	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
87	44/3	43.760	RCC Slab	RCC Slab	Widening	1x2	1x2	35.0
88	45/1	44.150	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
89	45/2	44.297	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0

Sr. No.	Culvert No	Existing Chainage (Km)	Type of Structure		Recommen-dation	Span Arrangement		Proposed total width (m)
			Existing	Proposed		Existing (m)	Proposed (m)	
90	45/3	44.638	RCC Slab	RCC Slab	Widening	1x2	1x2	35.0
91	45/4	44.900	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
92	46/1	45.123	RCC Slab	RCC Slab	Widening	1x2	1x2	35.0
93	46/2	45.437	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
94	46/3	45.870	RCC Slab	RCC Slab	Widening	1x3	1x3	35.0
95	47/1	46.026	RCC Slab	RCC Slab	Widening	1x1.0	1x1.0	35.0
96	47/2	46.365	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	35.0
97	49/1	48.094	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	31.5
98	49/2	48.522	RCC Slab	RCC Slab	Widening	1x1.5	1x1.5	31.5
99	49/4	48.848	RCC Slab	RCC Slab	Widening	1x2	1x2	32.05
100	53/1	52.991	Stone slab+ Pipe	Stone slab+ Pipe	Widening	1x1.2/1x0.9	1x1.2/ 1x0.9	31.5

Reconstruction Scheme for Culverts

Sr. No.	Culvert No.	Existing Chainage (Km)	Design Chainage (Ch)	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
1	370/1	369.776	5.600	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	32.6
2	371/1	370.75	6.600	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	32.6
3	372/1	371.107	7.000	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	32.6
4	372/2	371.433	7.300	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	32.6
5	374/1	373.76	9.600	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
6	376/1	375.627	11.500	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
7	377/1	376.319	12.200	RCC Slab	RCC Box	Reconstruction	1 x 5.0	1 x 5.0	31.5
8	384/1	383.989	19.800	RCC Slab	RCC Box	Reconstruction	1 x 6.0	1 x 6.0	32.6

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Sr. No.	Culvert No.	Existing Chainage (Km)	Design Chainage (Ch)	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
9	391/2	390.848	26.700	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
10	394/3	393.616	29.500	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	31.5
11	395/2	394.424	30.300	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	31.5
12	395/3	394.785	30.700	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	32.6
13	396/1	395.226	31.100	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	32.6
14	396/2	395.322	31..200	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	32.6
15	396/3	395.733	31.600	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
16	396/4	395.924	31.700	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
17	1/1	0.123	32..000	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
18	1/2	0.325	32.100	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
19	2/3	1.516	33..300	RCC Slab	RCC Box	Reconstruction	1 x 6.0	1 x 6.0	31.5
20	2/4	1.636	33.500	RCC Slab	RCC Box	Reconstruction	1 x 1.5	1 x 2.0	31.5
21	3/2	2.362	34..200	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	31.5
22	3/5	2.672	34.500	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
23	3/6	2.762	34.600	RCC Slab	RCC Box	Reconstruction	1 x 4.0	1 x 4.0	31.5
24	4/2	3.094	35.000	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
25	5/4	4.712	36.600	RCC Slab	RCC Box	Reconstruction	1 x 5.0	1 x 5.0	31.5
26	6/1	5.07	36.900	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
27	6/3	5.75	37.600	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
28	6/4	5.951	37.800	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
29	7/1	6.632	38.400	RCC Slab	RCC Box	Reconstruction	1 x 1.5	1 x 2.0	31.5
30	8/2	7.389	39.200	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
31	9/2	8.758	40.600	RCC Slab	RCC Box	Reconstruction	1 x 6.0	1 x 6.0	31.5
32	13/3	12.483	44.300	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5

Sr. No.	Culvert No.	Existing Chainage (Km)	Design Chainage (Ch)	Type of Structure		Recommendation	Span Arrangement		Proposed total width (m)
				Existing	Proposed		Existing (m)	Proposed (m)	
33	39/2	38.282	72.300	RCC Slab	RCC Box	Reconstruction	1 x 1.5	1 x 2.0	31.5
34	44/1	43.218	77.300	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	35.0
35	50/1	49.095	83.200	RCC Slab	RCC Box	Reconstruction	1 x 5.0	1 x 5.0	32.05
36	50/2	49.326	83.400	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	32.05
37	51/2	50.811	84.900	RCC Slab	RCC Box	Reconstruction	1 x 6.0	1 x 6.0	31.5
38	52/1	51.511	85.400	RCC Slab	RCC Box	Reconstruction	1 x 3.0	1 x 3.0	31.5
39	54/1	53.246	87.200	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
40	55/1	54.187	88.140	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
41	55/2	54.843	88.800	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
42	56/1	55.118	89.100	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
43	58/1	57.019	91.095	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
44	58/2	57.033	91.010	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5
45	58/3	57.465	91.400	RCC Slab	RCC Box	Reconstruction	1 x 2.0	1 x 2.0	31.5

Proposed New Culverts

S No.	Location	Design Chainage (Ch)	Proposed Structure	Proposed span arrangement	Proposed total width (m)
1	On Bypass	46.060	Pipe	2 x 0.9	31.5
2	On Bypass	46.660	Box	1 x 2.0	31.5
3	On Bypass	47.920	Box	1 x 2.0	31.5
4	On Bypass	48.325	Box	1 x 6.0	31.5
5	On Bypass	49.340	Box	1 x 4.0	31.5
6	On Bypass	50.420	Box	1 x 4.0	31.5
7	On Bypass	57.900	Box	1 x 2.0	31.5
8	On Bypass	58.580	Box	1 x 2.0	32.6
9	On Bypass	59.400	Box	1 x 2.0	32.6
10	On Bypass	60.265	Box	1 x 2.0	31.5
11	On Bypass	60.910	Box	1 x 2.0	31.5
12	On Bypass	61.360	Box	1 x 2.0	31.5

Appendix – BXIV

Details of Proposed ROB / RUB

S.No.	Location	ROB/RUB	Existing Chainage (Km)	Design Chainage (Ch)	Existing structure	Proposed structural configuration	Proposed Structure-type	Proposed span arrangement	Total width of the structure
1		ROB	368.030	3.899	Existing 4 lane ROB	Construction of New 3-lane + 1.5m Footpath	PSC Girder Bridge	1 x 32.2 + 2 x 26.5m	1 x 13.8
2		ROB	390.600	26.461	-	Construction of New 6-lane + 1.5m Footpath on both sides	RCC T-Beam Girder + PSC Girder	1 x 37.0 + 2 x 21.0m	2 x 13.8
3		ROB	6.250	38.078	-	Construction of New 6-lane+ 1.5m Footpath on both sides	RCC T-Beam Girder + PSC Girder	1 x 37.0 + 2 x 21.0m	2 x 13.8
4		ROB	48.661	82.029	Existing 2 lane ROB	Widening to 3 Lane and Construction of New 3 Lane + 1.5m Footpath on Both sides	RCC Solid Slab Bridge	1 x 9.0	1 x 13.8

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SCHEDULE – C

(See Clause 2.1) PROJECT FACILITIES

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-bys;

(h) bus-bays and bus 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.

3 Deleted

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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-bys;

(f) bus-bays and bus shelters; and

(g) others

1) Highway Lighting;
2) Highway Patrol
3) Ambulances
4) Cranes
5) ATMS
6) Development of Site for Way side Amenities
7) Traffic Aid Post
8) Medical Aid Post
9) Vehicle Rescue Post
10) Telecom System

2 Description of Project Facilities

Each of the Project Facilities is briefly described below:

a) Toll Plazas (2 Nos.)

1) At Km 379.000 (existing Chainage)

2) At Km 46.000 (existing Chainage)

Specifications and other requirement of the toll plaza shall be strictly as per Schedule D

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b) Road Side Furniture

(i) Traffic Signs and Pavement Markings

(ii) Metal Beam Crash Barrier

The minimum length of the Metal Beam Crash Barrier shall be 45,694 meters

(iii) Traffic Safety Devices wherever required

(iv) Boundary Stones

(v) Hectometer / Kilometer Stones

(vi) Traffic Blinker Signal (L.E.D) at intersections

c) Pedestrian Facilities

Pedestrian Over bridge facility at Km. 382.000

d) Landscaping and Tree Plantation

Landscaping of Highway shall be done on, but not limited to the following,
Median
Grade Separated Intersections
At-Grade islands of the intersection locations
Toll Plaza area

e) Truck Laybyes and Rest Areas

Truck Laybyes and rest area at Km. 32.660 on the right side and left side respectively

f) Bus Bays (29 Nos.)

S. No.	Existing Km	Design Chainage	Side	Village
1	366.100	1.990	Both (Left & Right)	*Kishangarh*
2	368.500	4.395	Both (Left & Right)	*Kishangarh*
3	369.700	5.590	Both (Left & Right)	*Kishangarh & Makrana*
4	370.600	6.580	Both (Left & Right)	*Kishangarh & Kuchil*
5	376.900	12.690	Both (Left & Right)	Kishangarh
6	379.500	15.340	Both (Left & Right)	Gegal
7	380.200	15.890	Both (Left & Right)	Khoda Ganesh & Gegal
8	381.200	17.050	Both (Left & Right)	Gegal & Sangat

S. No.	Existing Km	Design Chainage	Side	Village
10	383.400	19.105	Both (Left & Right)	Gagwana
11	384.400	20.285	Both (Left & Right)	Gagwana & Ladpura
12	388.800	24.630	Both (Left & Right)	Ajmer
13	395.100	30.895	Both (Left & Right)	Ajmer
14	5.800	37.620	Both (Left & Right)	Ajmer & Nasirabad
15	12.900	44.680	Both (Left & Right)	Ajmer & Tabijee
16	14.200	46.000	Both (Left & Right)	Ajmer & Saradhana
17	19.800	53.210	Both (Left & Right)	Kesarpura
18	21.700	55.065	Both (Left & Right)	Arjunpura
19	23.000	56.365	Both (Left & Right)	Mangliawas
20	28.400	62.435	Both (Left & Right)	Danlakheda & Mangliawas
21	31.000	65.055	Both (Left & Right)	Lamana
22	37.100	71.150	Both (Left & Right)	Kharva
23	43.000	77.130	Both (Left & Right)	Piplaj
24	46.200	80.235	Both (Left & Right)	Sarmaliya
25	48.900	82.925	Both (Left & Right)	Beawer
26	51.200	85.185	Both (Left & Right)	Delwara & Beawer
27	52.400	86.325	Both (Left & Right)	Masuda & Beawer
28	53.200	87.155	Both (Left & Right)	Merta & Beawer
29	55.600	89.590	Both (Left & Right)	Vijaynagar & Beawer

g) Others

1. Highway Lighting

Highway Lighting in Urban and semi urban areas

S. No.	Design Chainage
1	3.500 to 6.000
2	37.000 to 39.000
3	76.500 to 77.500

2. Highway Patrolling

3. Ambulances

4. Cranes

5. ATMS

6. Development of Site for Way side Amenities

7. Traffic Aid Post

8. Medical Aid Post

9. Vehicle Rescue Post

10. Telecom System

Note: In case of any discrepancy in number or location of any of the project facilities mentioned in this Annex 1, the independent engineer shall finalized the number/location of these facilities as per site requirement

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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 the Six-Lane Project Highway.

2 deleted





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 BOT Road Projects published by [the /MOSRTH on May 2008.] (An authenticated copy of the Manual has been provided to the Concessionaire as part of the bid documents.)

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 Highway, and for purposes of this Agreement, the aforesaid Manual shall be deemed to be amended to the extent set forth below:

S. No.	Clause referred in Manual	Item	Provision as per Manual	Modified Provision
1	2.2.1.(1)	Access through service road	No direct Access to main Highway. Access through service road.	Access to main highway
2	2.2.1(2)	No at grade junction	No at grade cross movement on Project Highway .....grade separations	At grade junctions provided for cross movement
3	2.2.1 (4)	Service Road	Continuous service road on both side	Continuous service road not provided
4	4.2.2.1 (ii) (b)	Width of paved carriageway on both sides of raised median	0.50 mm	0.25 mm
5	4.2.2.1(iii)(a)	Width of Earthen Shoulder, plain and rolling terrain	2.0m	1.0m
6	4.2.9 (a)(ii)	Geometric design requirement of additional features: Accelerated lane width	5.5m	3.5m

Six Laning of the existing road from Km 58.125 to Km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No.8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III on Design, Build, Finance, Operate and Transfer Basis.

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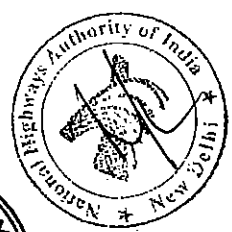
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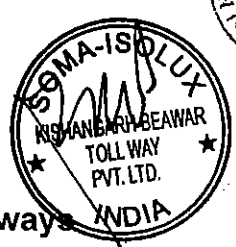
S. No.	Clause referred in Manual	Item	Provision as per Manual	Modified Provision
7	4.2.9 (b)	Declaration Lane width	5.5 m	3.5 m
8	4.4.2	Design traffic :		
		(i) Deleted	-	-
		(ii) Growth rate		5% per annum
		(iii) Service Road	10 MSA	2 MSA
9	Construction of Stone Matrix Asphalt (SMA) as per IRC Specification			
10	**Road Studs:** Nineteen Degrees (19^0) tilted one way reflective road studs with anchors and with I x 43 glass elements etc. complete shall be provided 1m center to center on pedestrians crossing with red reflective panel. Road studs shall be provided 9m center to center on edge lanes, Lane Lines.			
11	**Public Toilets.** Separate public toilets for Men and Ladies shall be located in Truck Laybyes for minimum of 25 users. Toilet shall be provided with Septic Tank and Soak Pit, "Sulabh Souchalaya" type toilet is also acceptable. The area around the toilet shall be paved with Cement Concrete tiles having cross slope so as to ensure speedy disposable of water.			

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National Highways Authority of India New Delhi

Manual
of
Specifications and Standards
for
Six Laning
of
National Highways
through
Public Private Partnership





Government of India

Department of Road Transport & Highways

Ministry of Shipping, Road Transport & Highways

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National Highways Authority of India New Delhi

FOREWORD

Government of India has taken a mission for improvement of road infrastructure in the country. An ambitious National Highway Development Project (NHDP) has been taken up into seven phases whereby around 26,000 km. length of National Highways is to be upgraded to 4-lane divided carriageway facility, 6,500 km of National Highways to be upgraded to six lane facility, 20,000 km of existing deficient stretches to be improved to two-lane with paved shoulder facility, construction of 1,000 km of expressways and construction of bypasses, ring roads, flyovers at major intersections, etc. The implementation of these phases now would be mainly through Public Private Partnership (PPP) for attracting private capital, improving efficiencies and optimising the cost. Several States are also pursuing programmes for development of State Highways and other roads through Public Private Partnership.

The Model Concession Agreement (MCA) for awarding PPP projects on National Highways has been revised. MCA follows the design, build, finance and operate (DBFO) approach that requires the private investor (Concessionaire) to bear the responsibility for detailed design, construction, operation & maintenance of the project highway during the period of concession. The Government will provide only the feasibility study report of the project prepared by a consultant. The Model Concession Agreement envisages a Manual of Specifications & Standards in one of its technical schedules.

Government is committed for providing road infrastructure comparable to world standards. Accountability for providing safe and reliable road network ultimately rests with the Government. It is, therefore, essential that the specifications and standards laid down for development of National Highways particularly through Public Private Partnership should cover sound engineering practices and safety features. More attention also needs to be given to amenities to the users so that they get the value for their money on these developed National Highways.

Ministry constituted a Technical Committee comprising of the following Officers for finalisation of the Manual for adoption in National Highway Works to be taken up through the Model Concession Agreement for PPP projects:

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1.	Sh. G. Sharan, Director General (Road Development), Deptt.of Road Transport & Highways (DoRT&H)	-	Chairman
2.	Sh. A. P. Bahadur, Chief Engineer, DoRT&H	-	Member
3.	Sh. S. B. Basu, Chief Engineer, DoRT&H	-	Member
4.	Sh. A. N. Dhodapkar, Chief Engineer, DoRT&H	-	Member
5.	Sh. A. V. Sinha, Member (Tech.), National Highways Authority of India (NHAI)	-	Member
6.	Sh. V.K. Sinha, Secretary General (IRC)	-	Member
7.	Sh. V.L. Patankar, Director, National Institute for Training of Highway Engineers (NITHE)	-	Member

Sh. R. K. Singh and Sh. Sudip Choudhary, Superintending Engineers in the Ministry helped in finalization of the Manual.

DoRT&H expresses its gratitude to the members of the technical committee and other Officers who took great pains and contributed immensely in finalization of this Manual. The efforts made by the experts and staff of IRC and Planning Commission are also acknowledged.

I am confident that this Manual will serve its intended purpose for Public Private Partnership Projects in Highways.

(G. Sharan)
Director General (Road Development)
Department of Road Transport & Highways
Ministry of Shipping, Road Transport & Highways

Dated: 27th May, 2008

Introduction

This Manual has been prepared for 6 laning of National Highways on PPP mode.

The concept of developing a "forgiving" highway has been the main consideration in developing this Manual, besides amenities to the users who would be paying the fee for the use of the facilities and, therefore, expect higher level of facilities than available traditionally until now. The six lane highways will be high speed facilities and to carry high density of traffic. The development of six-lane highway would mostly be upgradation of the existing and recently constructed four-lane highways. Six lanning works have to be carried out with the existing high leval of traffic. These aspects have been kept into consideration while finalizing the Manual. More attention would be required for safety of vulnerable road users on a six lane highway. For this purpose, planning of service roads and intersections becomes more critical. Accordingly, grade separator interchanges and liberal provision of service roads have been incorporated in this Manual. The standards and specifications already available in Ministry's book of specifications and technical circulars and various codes of practices and guidelines of Indian Roads Congress (IRC) have formed the basis for evolving this Manual. Wherever suitable standards were not available in some of the new areas, the same have been developed and suggestive layouts provided. The Manual has also recognized the need for adoption of new technologies and materials.

This Manual would eventually form an integral part of the MCA and binding on the concessionaire. It may be possible that some of the provisions of this Manual may not be feasible due to site constraints or other reasons. Such project specific deviations would need to be stated precisely by the road authorities while inviting the bids so that bidders are fully aware and able to assess their project cost.

The technical standards prepared by IRC and accepted by Ministry as well as by State Governments are same both for National Highways and for State Highways. This Manual, therefore, can be used for State Highways as well, however, some of the provisions contained in this Manual such as for advance traffic management systems may not be feasible for State Highways and State governments can take a view on this without compromising on the overall safe operation of the highway. The term "authority"

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used in the Manual could be replaced by the term "State Government of _____" or any other suitable terminology,

This Manual has been finalised for the projects to be taken up through Public Private Partnership. The concessionaire(s) shall undertake detailed planning and design of the project highway in accordance with provisions contained in this Manual and the limitations mentioned in the Model Concession Agreement (MCA). The Manual shall also be used by consultants for preparation of feasibility studies for project development. The Manual should also be used for development of six lane highways to be implemented through budgetary sources. This Manual should also form the basis for preparation of Detailed Project Report for six laning projects to be taken up other than PPP mode.

The Manual is generic in nature. However, for the projects to be taken up through Public Private Partnership (PPP), consideration to the viability of the project may need to be given. Keeping this in view, following deviations can be permitted on case to case basis where the project may require viability gap funding (in accordance with the financial analysis undertaken by the implementing agency) of more than the prescribed limit.

(i) Provision of ATMS as prescribed in Section 2.3.3 and detailed in Section 4.18 shall be deferred in exceptional cases only.

(ii) The provision of restaurant, fuel facility and garage for minor repair as prescribed in Section 4.13.3 would be optional based on concessionaire assessment of their commercial viability.

(iii) Construction of separate bridge structure to maintain the continuity of the service road across the stream/dip in the ground may be dispensed with and the service road may be connected to the existing bridge structure for the highway traffic.





MANUAL OF SPECIFICATIONS AND STANDARDS

FOR SIX LANING OF NATIONAL HIGHWAYS

[See Clause 2.1(a) of Concession Agreement]

SECTION – 1: GENERAL

1.1 This Manual, forming part of Annex II to Schedule D of the Concession Agreement (refer Clause 2.1(a) of the Concession Agreement), sets forth the Specifications and Standards to be followed for development of the Project Highway as described in Schedule B and construction of project facilities as described in Schedule C, on the project site as described in Schedule A. The concessionaire shall make himself fully aware of the Project Site with regard to the features of the existing highway (such as location, layout, geometry, right of way, intersecting roads, existing accesses , etc) including the constraints at the site (such as limitation of right of way, existence of adjoining property, existing structures, plantation, utilities, etc), plan, design and construct the Project Highway comprising its various features (such as six-laning, service roads, entry/exit ramps, underpasses, overpasses, grade separators, widening / reconstruction of bridges, etc) and the project facilities (such as toll plazas, lighting, landscaping, etc) meeting the standards, specifications and quality specified in this Manual.

This Manual is mainly for six laning of existing four lane highway. However, this Manual shall also be applicable in those cases where the existing two lane facility is planned to be developed to six lane divided carriageway facility and at locations where six laning is planned as green field project.

1.2 Any project report and other information provided by the Authority shall be used by the concessionaire only for reference purpose and for carrying out further investigations. The concessionaire shall be solely responsible for undertaking all the activities that are necessary for the delivery of the project, such as planning, surveys, investigations, design, construction planning and management, traffic operation, safety to the users/abutting property holders and shall have no claim against Authority for any loss, damage, risk, costs, liabilities or obligations arising out of or in relation to the project report and other information provided by the Authority.

1.3 General consideration of planning, design and construction

The Project Highway shall be planned as a "partially access controlled highway" where access to the highway shall be provided only at pre-determined locations from service roads through properly designed entry/exit ramps and or from interchanges. In doing so, the concessionaire shall take measures to overcome the physical and operational constraints and plan, design and construct the Project Highway using appropriate methods, management techniques and technologies. General considerations shall, without being limited to, be as follows:-

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(a) **The constraints**

The physical constraints in the existing highway are in the form of limitation of right of way, un-regulated access, inadequate service roads and underpasses, numerous at-grade junctions, lack of physical separation between local and through traffic etc. The operational constraints arise out of the necessity or possibility of closing a portion of the road for construction and/or diverting the traffic to temporary diversions, thereby reducing the capacity and safety of the existing highway. The solutions evolved by the concessionaire shall be such that these operational constraints are overcome through appropriate planning, design and construction method, techniques and technologies and by adopting suitable traffic management measures.

(b) **Safety of design**

All designs shall be safe to ensure that the Project Highway or any part thereof (for example embankment, pavement, retaining structures, bridges, culverts, etc) does not collapse (global stability) nor its serviceability/performance (for example settlement, roughness, undulations, deflections, etc) deteriorates below acceptable level as prescribed in Schedule K of the Concession Agreement.

(c) **Durability**

The Project Highway shall not only be safe but also durable. This would mean that the deteriorating effects of climate and environment (for example wetting and drying, freezing and thawing, if applicable, temperature differences, aggressive environment leading to corrosion, etc) in addition to the traffic shall be duly considered in design and construction to make the Project Highway durable.

(d) **Mitigating disruptive effects of construction**

The planning, design and construction of the highway shall be such that the construction of Project Highway does not have adverse impact on the environment and does not disrupt the lives and business activities of the people living close to the highway.

1.4 Acceptable Standards

1.4.1 The concessionaire shall follow latest version, issued prior to a date 60 days before the last date of bid submission, of the following Indian Standards, Specifications, Codes of Practice, Guidelines, etc in the following order of priority:

i) Technical circulars issued by MOSRTH which are either published by Indian Roads Congress or are available on the website of MOSRTH in so far as they relate to matters covered in this Manual.

ii) Specifications for Road and Bridge Works issued by the Ministry of Shipping, Road Transport & Highways, hereinafter referred to as 'MOSRTH' or 'Ministry's' Specifications.

iii) Indian Roads Congress (IRC) Codes and Standards; as per *Appendix D-1*.

iv) Bureau of Indian Standards (BIS) as per *Appendix D-1*.

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1.4.2 Where Indian standards are either not available, or if available, are not adequate, the Concessionaire shall be permitted to adopt international standards and specifications as followed in United States of America, United Kingdom, European Union, Japan, Germany or Australia. The concessionaire shall submit proposal in this regard to the Independent Engineer (IE - see Clause 23 of Concession Agreement) for review and comments.

1.4.3 All building works shall conform to the specification of Central Public Works Department (CPWD) and norms stipulated in the National Building Code (NBC). In case of conflict between CPWD and NBC norms, NBC norms shall prevail. To the extent specific provisions for building works are provided in IRC/MOSRTH specifications, the same shall prevail over the CPWD and NBC provisions. For this purpose, building works shall also deemed to include roadside facilities, landscape elements and/or any other works incidental to the building works. All items of lighting works of the building shall conform to CPWD Specifications for Electric Works (Part I and II).

1.4.4 The concessionaire shall also be permitted to use proprietary or patented designs subject to the condition that the concessionaire shall be solely responsible for their performance and durability.

1.5 Overall Scheme

The concessionaire shall prepare and submit, in accordance with provisions of this Manual and in compliance with Clause 12.1 of the Concession Agreement, the detailed design, construction methodology, quality assurance procedure and operation of the Project Highway and project facilities to the IE for his review. If, on review, the scheme is not found to conform to the provisions of this Manual, the concessionaire shall modify the scheme to make it conform to the provisions of this Manual. Increase in cost due to any modification suggested by the IE shall not be a reason for the concessionaire objecting to or contesting these modifications. The concessionaire shall proceed with the implementation of the project as per the scheme so modified.

1.6 Clarificatory role of Manual

Where the provisions of the Concession Agreement are general in nature, the provisions of this Manual shall be deemed to clarify or amplify these provisions.

1.7 Drawings to have comprehensive meaning

"Drawings" referred to in Clause 12.3 of the Concession Agreement shall not have a restrictive meaning but shall include charts, sketches, explanatory notes and documents explaining the design assumptions, designs, construction methodologies, etc which can demonstrate that "Drawings" conform to the provisions of this Manual. All drawings specifically referred to in this Manual shall form part of Schedule H of the Concession Agreement.

1.8 Interpretation of the Manual

(1) In case of any conflict between provisions of this Manual and IRC codes or Ministry's specifications, provisions of this Manual shall prevail.

1.9 The IE would ensure that the project highway is planned, designed and constructed in accordance with the provisions contained in this Manual. In case any non-conformity is found, the issue would be pointed out to the Concessionaire and reported to the executing agency (such as NHAI). If the issues do not get resolved at

the level of executing agency so that the provisions of Manual are complied with, the matter would be referred to the DORTH for a final decision before any step is taken by either party for arbitration. The concessionaire shall keep all the existing utilities in continuous satisfactory use as per Clause 11 of the Concession Agreement. Wherever existing utilities are to be shifted and/or new utilities are to be provided during the concession period, the same shall be accommodated within the utility corridor of 2.0 m width identified at the edges of the ROW subject to approval by the Authority.

1.10 The terms 'Ministry of Surface Transport', 'Ministry of Road Transport and Highways' and 'Ministry of Shipping, Road Transport & Highways' or any successor or substitute thereof shall be considered as synonymous.

1.11 The terms 'Inspector' and 'Engineer' used in MOSRTH Specification shall be deemed to be substituted by the term 'Independent Engineer'; to the extent its duties and functions are consistent with the provisions under Clause 23 of the Concession Agreement and this Manual. For avoidance of doubt, it is clarified that the role of 'Independent Engineer' is to 'review and comment', whereas approval will be accorded by the 'Concessionaire'/'Engineer' appointed by the 'Concessionaire' taking into account comments of the 'Independent Engineer'.

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SECTION – 2: PLANNING THE PROJECT HIGHWAY

2.1 GENERAL

The concessionaire shall plan for capacity augmentation and design the Project Highway in a manner that will ensure safe operation of the Project Highway as a "partially access controlled highway". The concept of providing 'forgiving highway' to the road users shall be kept in mind while planning and designing the Project Highway. For safe operation, high speed traffic and slow traffic/local traffic shall be separated by constructing parallel service roads.

Wherever applicable, the planning shall duly recognize the fact that a four lane highway has been constructed in recent past and the six lane highway has to be retrofitted on to the four lane highway. Generally the horizontal alignment and vertical profile of the existing four lane highway shall be retained. The improvements required from safety considerations shall be carried out within the available and proposed Right of Way (ROW). Construction activity may encroach upon the existing highway and reduce the capacity causing inconvenience to the toll paying traffic. Accordingly planning and construction of the Project Highway shall include measures to overcome above mentioned physical and operational constraints.

2.2 Operational Objectives of the Project Highway

The Project Highway will be operated as a partially controlled access highway so as to substantially improve the safety and operational efficiency of the existing highway. The partial control of access for the Project Highway shall be achieved through measures such as service road with physical separation for local traffic, grade separated intersections, acceleration / deceleration lanes, vehicular and pedestrian underpasses / overpasses as described in succeeding paragraphs.

The objective of planning shall be to ensure that long distance through traffic is able to operate at a speed dictated only by the flow on the main highway and not by any other factors, such as interference from local traffic, access traffic, or cross traffic. The traffic having short distance or local O-D, access traffic and cross traffic shall be separated from the long distance through traffic.

No at-grade cross movement on the Project Highway shall be allowed and shall be taken care of by allowing such movements through a system of parallel service roads interconnected through underpasses, overpasses or grade separators. All merging and diverging movements on the main highway shall be through acceleration and deceleration lanes.

All entry to the main highway and exit from it shall be through well designed entry/exit ramps at locations specified in Schedule B.

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2.2.1 **The essential elements of planning of the Project Highway**

(1) There shall be **no direct access** to the main highway and all access shall be from service roads which shall be provided on both sides of the main highway. All traffic without exception, needing access to the main highway shall first come on to the service road and then join the main highway through an acceleration lane. Similarly, all traffic exiting the main highway shall first come on to the service road through an exit ramp from where it would distribute to the local road network for various destinations. The existing direct access to the highway shall be closed and alternative access through service road only shall be provided.

(2) There shall be **no at-grade intersection** of any road with the main highway, but only with the service road. The intersection of the Project Highway with another National Highway (NH), State Highway (SH) or Major District Road (MDR) shall be grade separated. The existing direct intersections shall be closed and remodeled accordingly.

(3) The intersecting roads, other than those covered in sub para (2) above, shall be designed to facilitate all movements in following manner:

a. Through a diamond shaped grade separated intersection for cross roads, or

b. Through underpass / overpass for crossing the Project Highway and then right turn through a ramp to merge with the Project Highway or service road if provided as per this Manual, or

c. Through merging with service road and crossing through the next available vehicular underpass.

(4) The service roads on both sides shall be continuous (except where discontinuity is permitted) and have widths as specified in the Manual.

(5) There shall be interconnection between the service roads of both sides through under passes which will facilitate cross movement of local traffic from one side to the other side and to facilitate change of direction of through traffic. Accordingly, the intersections on the service road including those at underpasses shall be designed for safe movements for all turnings.

(6) There shall be **pedestrian crossing** facility through the underpasses, and exclusive pedestrian underpasses as specified in the Manual.

2.2.2 **Minimum requirements of planning**

(1) **Service roads:** The service road shall be provided in continuous length on both sides. Unless otherwise specified in Schedule B, the continuity will be broken (i) at locations of major bridges, (ii) at locations of toll plaza in a length of about 1 km, (iii) in areas where no cross traffic or access traffic is expected (e.g. forest/ghat areas, uninhabited areas, etc) provided that the length of such section is not less than one km.

The service roads shall be connected to the main highway through properly designed entry/exit ramps at locations given in schedule B. The service roads, the ramps and the underpasses/flyovers shall take care of the

local/access traffic and ensure that no right or U turn is required to be provided on the main highway. At the ends, the service roads shall be provided with end treatment so that the local traffic is able to merge the highway in a safe and efficient manner. Some suggestive layouts for commonly occurring situations are given in fig. 2.1(A), 2.1 (B), 2.1(C), 2.1 (D), 2.2, 2.3 and 2.4. The spacing as indicated in figure 2.3 between two consecutive entry and exit ramps for service road would not be kept less than 500 m.

2.2.3 **Acceleration/ deceleration lanes:** Each entry and exit ramp shall have acceleration/ deceleration lane for the main highway. The length of the acceleration/ deceleration lanes shall be decided on the basis of speed differentials of the main highway traffic and the speed permitted on the ramps.

2.2.4 **Vehicular Underpasses:** Vehicular underpass shall be provided as specified in Schedule B and to connect service roads on both sides of the Project Highway in such a manner that no vehicle is required to travel more than 2 km on service road to approach an underpass for crossing over to the other side.

2.2.5 **Facilities for pedestrians and cyclists:**

Facilities for safe and unhindered movement of pedestrians and cyclists shall be provided on the project highway wherever it passes through urban/built-up areas and at grade separators. These facilities shall be planned in accordance with the relevant provisions contained in IRC-11, IRC-17 and IRC-103. Facilities shall also be planned and provided for crossing of pedestrians and cyclists. The crossing facilities can be either in conjunction with at grade intersections or through underpasses. The crossing facilities shall be provided through underpasses such that unless otherwise specified in schedule B, pedestrians do not have to walk for more than 0.5 km. to reach the crossing point. The existing slab culverts and minor bridges with span length equal to or more than 5m, a vertical clearance of more than 2.5m and not catering to perennial flow, can also be used for pedestrians and cycle crossings by providing necessary flooring. In rural stretches, pedestrian/cycle underpasses shall be provided at the locations of existing crossing points.

2.2.6 **Cattle crossings:**

Facilities for crossing of cattle through underpasses shall be provided at locations specified in Schedule 'B'.

2.2.7 **Median openings:**

Median openings shall be provided for emergency and for repair/maintenance works with detachable crash barrier at a spacing of 2 km.

2.2.8 **Elevated sections:**

In urban locations as specified in Schedule B where land acquisition is not possible, the highway shall be elevated. The cross section of the elevated section shall be standard 6 lane. However, if the actual site conditions do not permit construction of 6 lane elevated, a 4 lane elevated section will be acceptable with additional capacity being created at the ground level with effective traffic management mechanism.

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2.2.9 **Physical separation:**

Service roads and the main highway shall be physically separated in all circumstances so that there is no interference to the traffic on main highway due to the traffic on service roads and merging / diverging takes place at specified locations and in the manner prescribed in the Manual.

2.2.10 **Traffic signs and road markings for guidance to user:**

(i) **The Project Highway shall be provided with a detailed system of traffic signs and markings. The traffic** signs for various situations/location would be in accordance with IRC 67 in terms of location, configuration and colour scheme.

(ii) Pavement marking shall also be carefully planned depending upon the requirement for each location and shall conform to IRC-35. The Project Highway shall incorporate all such safety features such as detailed system of signs and markings, delineators, cat's eyes, hazard markers, safety barriers at hazardous locations, pedestrian guardrails so that the Project Highway operates as a "Forgiving Highway".

2.3 User Facilities:

2.3.1 **Rest Areas:**

The Project Highway shall have rest areas as specified in Schedule C and be provided with facilities for the users so as to provide safe and comfortable journey. For this purpose, rest areas shall be planned with composite facilities for long distance travelers through personal cars, buses and goods vehicles. Due consideration shall be given to the requirements of different classes of road users including truck drivers.

Wherever some eateries or informal rest areas exist and cannot be relocated or accommodated within the planned rest area, they would be separated from the main highway with separation-island along with safe entry and exit with signs and markings.

2.3.2 **Bus-Bays:**

2.3.3 If the Project Highway has regular movement of buses either through Government or through private sector, bus bays shall be planned, designed and provided for the convenience of bus commuters and safe and unimpeded travel on Project Highway. The bus stops shall be located only within service roads with properly designed entry and exit from main highway as per sub para 2.2.2 (2) above. The location of Bus Bays shall be in accordance with the section 4.14 of the Manual and as given in Schedule 'C'

2.3.4 **Advanced Traffic Management Systems (ATMS):**

The Project Highway shall be provided with ATMS so as to have enhanced safety for the users / travellers, collect information for the traffic operations, provide information to the users on real time basis for the traffic

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flow conditions and incidents ahead. For this purpose, there would be a control centre and outdoor equipment connected through a transmission medium.

2.3.5 **Highway Patrol:**

The Project Highway shall be provided with highway patrol unit(s) for round the clock patrolling so as to provide assistance to the users in case of any need, monitor the travel conditions to provide information to the control section and to undertake immediate measures for managing the traffic flow in case of any incident.

2.3.6 **Ambulance(s):**

The Project Highway shall be provided with ambulance services so that the response time is not more than 10 minutes of the call.

2.3.7 **Crane(s):**

The Project Highway shall be provided with crane(s) with capacity to tow-away the disabled vehicles.

2.4 Avenue/median plantation:

The Project Highway shall have plantation of trees along the highway and low height shrubs on the medians. Plantation scheme shall be reviewed by IE so that it does not affect the road safety.

2.5 Drainage:

The Project Highway shall be provided with an elaborate drainage system to drain the storm water from the roadway and embankment and to ensure minimum disturbance to natural drainage of surface and subsurface water of the area.

2.6 Toll Plaza:

The Project Highway shall have toll plaza(s) as per the requirements and stipulations contained in Schedule C of the Concession Agreement.

2.7 Operation and maintenance centre:

The Project Highway shall have operation and maintenance centre(s) for carrying out operation and maintenance activities of the Project Highway.

2.8 Lighting System:

The Project Highway shall be provided with lighting system in urban stretches/ built up areas, grade separators, underpasses, toll plaza and its approaches, rest areas and bus stops.

2.9 New concepts, technologies and materials:

The Concessionaire would be permitted to adopt new technologies and materials as per the requirements of either the design or as a result of Environmental Impact Assessment (EIA) and Environmental Management

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Plan (EMP) (such as noise barriers) or for providing cost effective solutions. These shall be subject to the review by I E for their design and adoption.

2.10 Measures to overcome physical constraints

Physical constraints in the form of limited width of ROW and existing structures (drains, service roads, retaining walls etc), existing access roads and junctions shall be overcome by (a) designing a cross-section that fits into the existing ROW while utilizing the facilities and structures already existing, (b) closing the existing accesses and junctions and providing alternative accesses in accordance with para 2.2.1 above, (c) providing innovative design solutions which economise on space requirement and utilize the existing facilities, and (d) adopting a construction technique appropriate for the purpose.

2.10.1 Wherever ROW is 45 m or more and the existing 4 lane highway is more or less concentrically placed the project highway shall be accommodated within the existing ROW, except in situations where additional widening is required from operational considerations.

2.10.2 The existing alignment and grade shall be followed as far as possible and widening of the carriageway shall be done depending upon the site situation by adding a lane, either on the inside or outside of the existing carriageway.

2.10.3 If the construction of underpasses dictates the floor level of the underpasses to be depressed below ground, it shall be done using such techniques or technologies, which do not interfere with the operation of the existing highway. In all such situations, providing drainage arrangements to continuously discharge the water shall be an integral part of the planning and construction.

2.11 Planning drawings:

The concessionaire shall plan the Project Highway conforming to the requirements spelt out above and submit Kilometre-wise strip plan for the entire project length schematically depicting therein the location of all features specified in Schedule B as well as the project facilities specified in Schedule C clearly indicating the existing features and proposed improvement plan to the IE for review and comments. The submissions shall also include a 3-D animated perspective (To give a drive through vision) of the Project Highway showing the proposed improvements and main features.

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SECTION -3: SURVEY AND INVESTIGATIONS

All detailed survey and investigation that are required for planning, design and construction of the project highway, such as detailed topographic survey, traffic survey, hydraulic and drainage survey, road and bridge inventory and condition survey, subsurface investigation, material survey, pavement investigation, etc. shall be carried out in accordance with IRC: SP: 19, IRC: SP: 35 & IRC: SP: 54 and best industry practices.

Technologies and equipments used for undertaking these surveys and investigations shall be such which will ensure the degree of details and accuracy of investigation results required for proper planning, design and construction of the project highway.

All the data generated from these surveys and investigations shall be properly referenced, compiled, validated and presented in easily comprehensible forms, such as those prescribed in the publication referred to above. The data in electronic as well as hard copy formats shall along with the detailed drawings prepared in accordance with section 4 of this Manual form part of Schedule H to the Concession Agreement and shall be used for detailed design in accordance with section 4 of this Manual.

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SECTION - 4: DESIGN

4.1 General

The designs shall be based on the detailed survey and investigation data collected by the concessionaire in accordance with Section 3 of this Manual. The drawings prepared on the basis of these designs along with the drawings required as per Section 3 of the Manual shall form part of Schedule H of the Concession Agreement.

All the designs and drawings shall be submitted to the I E for review and comments. The work shall be carried out in accordance with these drawings and such other additional drawings prepared or modified as per comments of the I E.

4.2 Geometric Design:

Geometric design of the highway, except for cross sectional requirements, shall be in accordance with IRC: 73, IRC: 86, IRC:- 38 and IRC SP: 23. Uniformity of design standards shall be maintained throughout the length of Project Highway. All deficiencies in the existing highway geometry shall be rectified to meet the minimum standards specified in this Manual. The detailed plans, L-sections, cross-sections, strip plans and plans of other facilities of the existing highway to be prepared by the concessionaire shall be used for developing the layout of various features of the Project Highway.

4.2.1 General cross-sectional requirements:

The design of cross section of the six lane highway shall take into account the following general requirements:

(i) The new six lane highway, as far as possible, shall fit into the existing four lane section without rendering infructuous the existing four lane facilities unless essential or required to fulfill requirements of this Manual.

(ii) The developed cross sections for both the highway as well as the service road shall have operational safety in focus such as segregation, separation, turning radii, gradients, etc and provisions for various types of movements and maneuvers like merge, diverge, weave, etc shall be comprehensively considered and provided for.

(iii) Provisions shall be made in the cross-section for accommodating utilities both over as well as underground as the case may be. A 2.0 m wide strip of land at the extreme edge of ROW may be kept for accommodating utility services. Provisions contained in IRC 98 shall be followed to accommodate utility services for Project Highway in built up areas.

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4.2.2 **Specific cross sectional requirements**

The cross section shall provide for the following:

4.2.2.1 **Rural Sections**

(i) Minimum width of median

(a) Raised median with mountable kerb (as per IRC: 86) 4.5 m

(b) Depressed median with crash barriers on both sides 7.0 m

(ii) Width of paved carriageway on both sides of median

(a) 3-lane carriageway with each lane of 3.5 m 10.5 m

(b) Median side paved strip adjacent to carriageway having same specification as main carriageway in case of

(i) Raised median 0.25 m

(ii) Depressed median 0.50 m

(c) Paved shoulder on left side of the pavement having same specification as main carriageway in Plain and rolling terrain 1.50 m

(iii) Width of earthen shoulder

(a) Plain and rolling terrain 2.00 m

(b) Mountainous and steep terrain

- Both carriageways side by side 2.5m
  (i/c drain of hill side and crash barrier on valley side)
- Two carriageways with separate alignments 2.5 m
  on valley side
  (i/c drain of hill side and crash barrier on valley side)

(iv) Side drain

Cross section shall be designed to cater for effective drainage of estimated peak hour run off.

(v) Width of service road Normal 7.0 m (Minimum 5.5 m)

(vi) Width of utility corridor on both sides 2.0 m

4.2.2.2 **Urban/ Built up Sections**

(i) Minimum width of median

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(a) Flush median with central crash barrier — 2.0 m

(b) Raised median with central crash barrier — 1.2 m

(ii) Width of paved carriageway on both sides of median

(a) 3-lane carriageway with each lane of 3.5 m width — 10.5 m

(b) Median side paved strip adjacent to carriageway of same specification as main carriageway in case of

(i) Raised median — 0.50 m

(ii) Flush median — full width (excluding crash barrier)

(c) Paved shoulder on left side of the pavement having same specification as main carriageway

(i) Plain and rolling terrain — 1.50 m

(ii) Mountainous and steep terrain (since no service road is provided)

Both carriageways side by side at same level and two carriageways at separate alignments and at different levels:

Habitation on hill and valley side - 2.5m (on each side including drains on hill side)

Habitation on valley side - 2.5m (on valley side)

Habitation on hill side - 2.5m (on hill side including drain)

(iii) Width of earthen shoulder

(a) Plain and rolling terrain — -1.5 m (when no service road is provided) - the portion be included in separation island (when service road is provided)

(b) Mountainous and steep terrain (since no service is provided)

Both carriageways side by side at same level and two carriageways at separate alignments and at different levels:

Habitation on hill and valley side - --------

Habitation on valley side - 2.5m (on hill side including drain)

Habitation on hill side - 2.5m (valley side including crash barrier)

(iv) Width of service road — Normal 7.0 m (minimum 5.5 m)

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(v) Minimum width of separation-island between main carriageway and service road 1.5 m

(vi) Minimum width of footpath 1.5 m

(vii) Side drain

Cross section shall be designed to cater for effective drainage of estimated peak hour run off.

(viii) Width of utility corridor on both sides 1.5 m

The footpath shall be designed for use of pedestrians and cyclists as per site requirements. Side drain and utility corridor can be accommodated either under footpath or separation-island between main carriageway and service road depending upon local situation.

4.2.3 **Design Speed:**

The design speeds given in following table shall be adopted for various terrain conditions.

Nature of Terrain	Cross slope of the country (per cent)	Design speed (km/hr)	
		Ruling	Minimum
Plain	0 - 10	100	80
Rolling	> 10 - 25	80	65
Mountainous	> 25 - 60	50	40
Steep	> 60	40	30

Short stretches (say less than 1 km) of varying terrain in the project stretch shall not be taken into consideration while deciding the terrain classification for a given section of Project Highway.

In general, the ruling design speed shall be adopted for geometric design of the highway. Only in exceptional circumstances minimum design speed may be adopted where site conditions are extremely restrictive and adequate land width is not available. Abrupt changes in design speed shall be avoided.

4.2.4 **Horizontal Alignment:**

(a) The design should follow the horizontal alignment of the existing four lane highway unless modification is required to meet the specific provisions under Schedule B or additional features / facilities to be provided as per this Manual. In case the existing facility is a two lane highway, the following general principles shall be kept in view while designing the horizontal alignment:

i. Alignment should be fluent and blend well with the surrounding topography.

ii. On new roads, the curves should be designed to have largest practical radius but in no case less than ruling value corresponding to ruling design speed.

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iii. As a normal rule, sharp curves shall not be introduced at the end of long tangent since these can be extremely hazardous.

iv. The curves shall be sufficiently long and have suitable transitions to provide pleasing appearance.

v. Reverse curves may be needed in difficult terrain. Sufficient length between two curves shall be provided for introduction of requisite transition curves, and required superelevation.

vi. The curves in the same direction separated by short tangents known as broken back curves should be avoided as far as possible. Wherever possible, such portion may be designed with longer single curve.

vii. To avoid distortion in appearance, the horizontal alignment should be coordinated carefully with the longitudinal profile.

(b) All horizontal curves shall consist of circular portion flanked by spiral transitions at both ends.

(c) Radii of Horizontal Curves

The radius of horizontal curves for various terrain conditions shall not be less than the ruling minimum values as per IRC: 73 for the National Highways and the terrain of the project area except where site conditions are restrictive and adequate land is not available. Where such restrictions exist, the radius of curve shall not be less than the specified absolute minimum values in IRC: 73.

(d) Transition curves

Minimum length of transition curve shall be as per IRC: 73 for the specified design speed.

4.2.5 **Camber/Cross fall**

Camber / unidirectional cross fall shall be provided for each carriageway including paved shoulders in accordance with stipulations of IRC: 73. The cross fall for earthen shoulder shall be 0.5% steeper than that of the carriageway subject to a minimum of 3.0%. On curves, the shoulder on the high side of superelevated portion shall be provided with reverse slope from the superelevated carriageway portion. At the same time it should not be too great to give break in the cross slope. The rate of change between pavement cross slope and outside shoulder should not exceed 5%.

4.2.6 **Super elevation**

Super elevation shall be provided on curves as per details given in IRC: 73 corresponding to the design speed and radius of horizontal curve adopted.

4.2.7 **Sight Distance**

The design shall provide for values of intermediate sight distance as per details given in IRC: 73 corresponding to the design speed adopted unless there are site constraints, where a minimum of stopping sight distance shall definitely be available. The requisite site distance shall be available across the inside of horizontal curves. Where horizontal and summit curves overlap, the design shall provide for the required sight

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distance both in the vertical direction along the pavement and in the horizontal direction on the inside of curve.

4.2.8 **Vertical Alignment:**

The design should follow the vertical alignment of the existing four lane highway unless modification is required to meet the specific provisions under Schedule B or additional features / facilities to be provided as per this Manual. In case the existing facility is a two lane highway, the following general principles shall be kept in view while designing the vertical alignment:

(i) The vertical alignment shall provide for a smooth longitudinal profile. Grade changes shall not be too frequent as to cause kinks and visual discontinuities in the profile. In this regard, directions given in IRC: 73 shall be kept in view.

(ii) There shall be coordination between horizontal alignment and vertical profile of the Project Highway and guidelines given in IRC: 73 in this regard shall be followed.

(iii) Gradients up to the value corresponding to ruling gradient as per IRC: 73 shall be adopted as far as possible. Value corresponding to limiting gradient shall be adopted only in very difficult situations and for short lengths.

(iv) Long sweeping vertical curves shall be provided at all grade changes. These shall be designed as square parabolas.

(v) The vertical profile of the two carriageways shall be designed in such a manner that difference in road level between the two carriageways at the locations of median openings would not be more than 0.25m.

(vi) The aspect of efficient drainage shall also be kept into consideration while designing vertical profile and cross-sections of the highway as stipulated in IRC: SP: 42 and IRC: SP: 50.

4.2.9 **Geometric design requirement of additional features:**

a. <u>Acceleration Lane:</u>

(i) Length: Designed for a speed differential of 60 kph

(ii) Width: 5.5 m

(iii) Taper at merge: 1 in 15 beyond design length.

b. <u>Deceleration lane:</u>

Same as 'acceleration lane'

c. Length of Median Opening: Not less than 20 m

(for emergency and for repair/maintenance works)

Detachable guard barrier: At every opening.

d. <u>Service Roads:</u>

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Design Speed:		40 km/hr (minimum)
Width:	Carriageway	Normal 7.0 m (Minimum 5.5 m)
	Paved shoulder	0.5 m on both sides (may be dispensed with in exceptional circumstances)
Camber/ Super elevation:		As per IRC (Unidirectional camber towards drain shall be provided)
Extra widening		: To be provided at flares for underpass approaches, adequate turning radius, U-turn facility etc as per requirement.
Gradient:		1 in 30 (ruling max)
		Underpass approaches – 1 in 50 generally, 1 in 30 max.

e. Bridges for service road:

(i) If total length of bridge required to be constructed is less than 60 m, on a stream, the service road shall continue across the stream through separate bridge structures, which may be vented causeway structure with vents designed to cater for ordinary flood discharge.

(ii) In cases involving bridges of length 60 m or more, separate bridge structures shall not be provided and service roads on both side of the stream shall be merged with the Project Highway. In such cases, in urban/built up areas, width of bridge to be constructed for main highway shall be increased by one traffic lane (i.e. 3.5 m) on both sides of carriageway to accommodate merging traffic of service road. For this purpose, service roads shall be merged by tapering of the road (1 in 20) with detailed system of signs and markings.

(iii) In cases of ROBs, the service roads on both the sides shall be joined through one of the viaducts of ROB. This arrangement shall be on either side of the railway crossing if the situation demands. For some proportion of service road traffic, safe entry and exit shall be provided from service roads to the ROB.

(iv) Bridges in built up area will invariably accommodate footpath unless specified otherwise in Schedule-B.

f. Junctions at Service Roads:

(i) With minor merging roads: Flaring at the junction like a 'left-in left-out' configuration but with provision for right turning through painted channelising islands.

(ii) At underpasses: Flaring at the junction with provision of raised channelising island to guide traffic movement to/ from the underpass.

g. Vehicular Underpasses:

Width : 7.5 m minimum

10.5 m (with footpath of 1.5 m on both sides) desirable

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Vertical Clearance : 5.0 m

h. Pedestrian / Cattle Underpass:

Width : 4.0 m minimum

Vertical Clearance : 2.5 m minimum; to be increased to 4.5m, in case certain categories of animals such as elephant/camel are expected to cross the Project Highway.

i. Grade Separated Intersection: The location of grade separated interchanges shall be as given in Schedule 'B'. Their layout and design shall be as per IRC: 92, keeping in view the site requirements. The crossing of side road to project highway shall depend upon the topography at the site.

4.3 Embankment

4.3.1 General

The height of the embankment shall be based on the final road levels. The following principles shall be followed for fixing the road level:

i) The top of sub-grade is at least 1.0 m above the high flood level/high water table/pond level. However, in exceptional circumstances not covered in the scope of work specified in Schedule-B, where it is found difficult to fulfill this criterion without needing reconstruction or raising in substantial length, a minimum difference of 0.6 m between the top of sub-grade and HFL/high water table/pond level shall be ensured.

ii) The road level of the new two-lane carriageway is not lower than the existing carriageway unless it improves vertical profile and also satisfies all other requirements set out in this Manual.

iii) To fulfill the minimum free board requirement and provide smooth vertical profile for portions forming approaches to structures.

iv) To raise the level of stretches of the existing road from drainage considerations as indicated in Schedule B of the Concession Agreement.

4.3.2 Structural features and design of embankment

i) Embankment shall be designed to ensure the stability of the roadway and shall incorporate only those materials, which are suitable for embankment construction as per Section 5 of this Manual.

ii) Side slopes shall not be steeper than 2H: 1V and where necessary, the embankment shall be retained by a retaining structure in accordance with clause 4.6.

iii) Where the embankment is to be supported on a weak stratum it shall be necessary to specially design the embankment and also adopt appropriate remedial / ground improvement measures.

iv) High embankments (height 6 m or above) in all soils shall be designed from stability considerations. For design of high embankments IRC: 75 and MOSRTH – Guidelines for Design of High Embankments may be referred to.

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v) The side slopes shall be protected against erosion by providing turfing / vegetative cover, stone/C.C. block pitching, geo-synthetics, gabion walls or any other measures depending on the height of the embankment, type of soil involved and susceptibility of soil to erosion as per IRC: 56. Pitching works on slopes shall be as per MOST Specifications.

4.3.3 **Use of Fly Ash for Embankment Construction**

(i) Fly ash shall be used for construction of embankment in accordance with guidelines of MOSRT&H. The embankment shall be designed and constructed in accordance with IRC: SP-58. The thickness of soil cover shall not be less than 1 m for embankments up to 3 m height. For high embankments the thickness of soil cover shall be increased as per design.

(ii) The side slopes of the embankment shall be protected against erosion as stated in para 4.3.2 (v) above.

(iii) The stability analysis of the embankment shall be carried out as per IRC: 75.

4.4 Pavement Design

4.4.1 **Type of Pavement.**

(i) Unless otherwise specified in Schedule-B, the concessionaire may adopt any type (flexible/rigid) pavement structure for new construction.

(ii) The concessionaire shall submit proposal with regard to the type of pavement proposed for strengthening of the existing pavement to IE for review and comments and finalize the proposal taking into account comments of IE.

4.4.2 **Design traffic**

Pavement of the main highway shall be designed for the cumulative number of standard axles of 8.16 tonnes over the design life of 20 years for the concession period of 15 years and above and the design life of 15 years for the concession period of less than 15 years. Base year traffic, axle load distribution, and vehicle damage factor for design shall be determined on the basis of survey and investigation to be carried out by the concessionaire in accordance with section 3 of this Manual. The cumulative axle load for the purpose of design shall not be less than the number of standard axles obtained if the base year traffic is cumulated at a rate of growth, which is the highest of the following in the initial 5 years:

(a) 5% per annum for all vehicles

(b) Trend growth of various vehicle categories

(c) Projected Growth rate of revenue assumed in the concessionaire's cash flow

(d) Growth determined from secondary socio economic data and elasticity factors.

and then reduces by 2 (two) percentage points for every 5 year subject to a minimum rate of growth of 5 % at any period of time.

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4.4.3 **Design procedures**

(i) For widening of the existing flexible pavement to meet the geometric design requirements specified in this Manual, the thickness and composition of layers for widening shall be same as that of existing pavement and further deficiencies in thickness shall be made up by overlay on the entire width of the pavement including paved shoulders. If the condition of existing pavement is so deficient that it cannot be improved by overlays, it will be scarified and the pavement shall be designed afresh.

(ii) In case the existing cement concrete pavement is to be widened, the widened pavement shall be of the same thickness and specification not inferior to that of the existing pavement. The widened pavement shall be joined with the exiting pavement by providing longitudinal joints of the same design and specification as that of the existing pavement. Similarly, the transverse joints with dowel bars of the same design as provided in the existing pavement shall be provided.

(iii) Flexible Pavement

The new flexible pavement shall be designed in accordance with IRC: 37 and strengthening of the existing flexible pavement in accordance with IRC: 81.

(iv) Rigid Pavement

The new rigid pavement shall be designed in accordance with IRC: 58. The existing rigid pavement may be rehabilitated / strengthened either by rigid or flexible overlays in accordance with good industry practice subject to review by the IE.

4.4.4 **Pavement Performance Indicators and Requirements**

i) The pavement performance and structural capacity shall be measured in terms of objective measurable performance and strength indicators, i.e., roughness, rutting, cracking and deflection.

ii) The new or strengthened flexible pavement surface on completion shall satisfy the following standards:

a.	**Roughness**	
	In each lane measured by Bump Integrator (BI)	Not more than 2000 mm/km for each lane in a km length
b.	**Rutting**	
	In wheel path measured	No Rutting

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by 3 m. Straight Edge.

c.	**Cracking**	No Cracking
d.	**Deflection** to be determined as per IRC: 81	Not more than 0.5 mm characteristic deflection
e.	**Other distresses**	Nil

(iii) The new or strengthened rigid pavement surface on completion shall satisfy the following standards:

a.	**Roughness**	
	In each lane measured by Bump Integrator (BI)	Not more than 2000 mm/km for each lane in a km length
b.	**Cracking**	No Cracks other than shrinkage cracks
c.	**Other distresses such as scaling, raveling, spalling at edges**	Nil

4.5 Design of structures

4.5.1 General

i) The complete structure shall be designed to be safe against collapse and to maintain at all times an acceptable serviceability level. These shall be also designed to be durable to withstand the deteriorating effects of climate and environment.

ii) All bridges shall have independent superstructure for each direction of travel. Culverts may have single or independent structure. Width of median in structural portion shall be kept same as that in the approaches.

iii) In cases where median is kept open to sky, suitable provision shall be made for retaining the earth likely to spill from median portion of immediate embankment behind abutment either by extending the abutment wall or constructing a new retaining wall. Care shall also be taken to merge the wing wall /return wall and flooring of the old bridge with that of the new bridge.

iv) All bridges shall provide for carriageway width as per para 4.5.5 below. Wherever specified in Schedule B, the superstructure shall also provide for pedestrian footpath.

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v) Utility service, if any, to be taken on the structures shall be as specified in Schedule B of the Concession Agreement.

vi) Concessionaire is encouraged to adopt innovative/latest techniques in design, construction and use of new materials. However, in all such cases Concessionaire shall submit all relevant details along-with guidelines and propriety literature proposed to be followed to IE for review and comments.

4.5.2 Type of Structure

i) The concession may choose any type of structure and structural system. Design and layout of structures shall be aesthetically pleasing to local environment.

ii) Bridge superstructure, substructure and foundation may be of plain or reinforced concrete, pre-stressed concrete or steel-concrete composite construction.

iii) The following types of structures shall not be accepted

a) Drop in spans with halved joints (articulations)

b) Trestle type frames for substructures

4.5.3 Pipe Culverts

(i) Minimum diameter of pipes for new pipe culverts shall be 1200 mm.

(ii) Existing culverts of diameter 900 mm and above, which are in sound condition and functioning satisfactorily, may be retained and extended.

(iii) All existing culverts of diameter less than 900 mm shall be dismantled and reconstructed.

(iv) Minimum depth of earth cushion over pipe including road crust shall not be less than 1000 mm for new / reconstructed culverts. In case of existing sound and safe culverts a minimum cushion of 600 mm may be acceptable.

4.5.4 Design Period

The design discharge shall be evaluated for flood of 50-year return period for calculation of waterway and design of foundations.

4.5.5 Width of structures

The width of the culverts and bridges shall be adopted as below:

i) New culverts and bridges

(a) The pipe/slab/box bridges/culverts shall have the same overall width as of the approach road. Overall width of these structures shall be such that the outer face of the parapet shall be in line with

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the outer edge of the shoulder. The median side inner edge of the safety barrier/kerb shall be at a minimum distance of 500 mm from the edge of the carriageway.

(b) All other new bridges shall be constructed to accommodate for six lane carriageway. In case existing bridge is retained for traffic in one direction, as mentioned below, a new three lane bridge shall be constructed for plying of traffic in other direction. Width of bridge shall be increased to provide for additional lane in urban/built up areas in accordance with para 4.2.9 e (ii) above. Width of immediate approaches shall be adjusted to provide smooth transition from approaches to bridge.

ii) Existing culverts and bridges:

(a) The pipe/slab/box bridges/culverts shall be widened preferably on the outer side so as to make the deck width same as specified in sub-para 4.5.5 (i) above.

(b) Bridges with two lane carriageway (7.5 m):

Widening as also dismantling of the bridges having T-beam or box type superstructure and deep foundations is generally difficult. Keeping in view the condition of superstructure, substructure and foundation, concessionaire may retain the existing two lane bridge and construct another two lane bridge by the side of existing bridge effectively providing four lane bridge carriageway for a three lane one way approach highway. Proper transition between approach and twin bridges shall be provided with the help of crash barriers for guidance and safety of vehicles. The wearing course damaged bearings and rubberized component of expansion joints older than 15 years of existing bridge shall be replaced before commissioning of the Project Highway. Alternatively, concessionaire may propose some innovative solution viz. to dismantle existing superstructure and construct new three lane superstructure to be supported by existing substructure and foundation if their condition is good and if on review by IE the proposal is found to be feasible and safe.

(iii) In cases where bridges are constructed with footpath as per requirement specified in Schedule B, cross section of immediate approaches shall have extra width and provide for footpath.

4.5.6 **Design loading and stresses**

(i) The design loads shall be as per IRC: 6 appropriate for the width of carriageway, type and properties of stream, location, altitude, etc.

(ii) In Seismic Zones IV & V, necessary precautions against dislodgement of superstructure shall be taken by provision of reaction blocks or other type of seismic arresters and increased width of pier/abutment cap.

4.5.7 **Analysis and design of structures**

All structures and their individual components shall be analysed and designed as per IRC:5, IRC:18, IRC:21, IRC:22, IRC:24, IRC:40, IRC:78 and IRC:83 (all parts) depending upon the type of structure / individual

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component proposed to be provided. The minimum cross sectional dimensions of each component shall be provided so as to satisfy the requirements specified in relevant IRC Code. The design shall take into account long term durability, serviceability, constructability, construction methodology and environmental factors. All river training and protection works shall be designed in accordance with IRC: 89.

4.6 Earth Retaining Structures

4.6.1 The concessionaire may adopt any type of earth retaining structure keeping in view the site conditions. The type of earth retaining structure shall be aesthetically pleasing and compatible with the adjoining structures. Earth retaining structures shall be designed for lateral earth pressure including inclined surcharge and hydrostatic pressure, if any.

4.6.2 If the retaining structure is a reinforced earth system, the basic design shall be provided by the system provider and the design shall conform to BS: 8006 in respect of limit state of collapse and serviceability. Complete design calculations and drawings showing ground improvement, foundation, facia, reinforcement, drainage, friction slab, crash barrier etc. shall be submitted to the IE for review and comments, if any.

4.7 Drainage System

The design of drainage system such as surface and sub-surface drainage for pavement, median, shoulder, high embankment shall be carried out in accordance with IRC: SP: 42 and IRC: SP: 50. Surface runoff from the main highway, embankment slopes and the service roads shall be discharged through longitudinal drains, which shall be designed for adequate cross section, bed slopes, invert levels and the outfalls. If necessary, the walls of the drains shall be designed to retain the adjoining earth. Where drains are required to be the covered, the cover of the drain shall be designed for carrying the maximum expected wheel load. The covered drains shall be provided with iron gratings, strong enough to withstand expected loading.

4.8 Safety Barrier

Safety barrier of rigid, flexible, or semi rigid type in accordance with MOSRTH guidelines/circular shall be provided at following locations:

(i) Where heights of embankment is 3 m or more,

(ii) Where embankment is retained by a retaining structure,

(iii) Where median is depressed, flushed or having the width less than 4.5 m. The barriers shall be for both directions of travel,

(iv) On valley side of highway in mountainous and steep terrain,

(v) Between main carriageway and footpath in bridges.

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(vi) At hazardous locations identified in schedule B or through safety audit.

4.9 Toll Plazas

4.9.1 Toll plazas shall be designed for projected peak hour traffic of 20 years. The total number of toll booths and lanes shall be such as to ensure the service time of not more than 10 seconds per vehicle at peak flow regardless of methodology adopted for fee collection. For purpose of guidance following parameters are suggested as a capacity of individual toll lane for design purpose:

(i)	Semi-automatic toll lane (Automatic vehicle identification but manual money transanction)	240 veh/hour
(ii)	Automatic toll lanes (Automatic vehicle identification and money transanction – smart card)	360 veh/hour
(iii)	Electronic toll collection (ETC lanes) (Toll collection through on board unit and no stoppage of vehicles)	1200 veh/hour

4.9.2 Two toll lanes in each direction of travel shall be provided with the system of payment through smart card and their configuration would be such that one lane in each direction could be upgraded in future to the system of Electronic Toll Collection (ETC). The implementation of ETC will be treated as change of scope when concessionaire would be asked to provide for the same. Not less than 2 middle toll lanes shall be capable of being used as reversible lane to meet the demand of tidal flow.

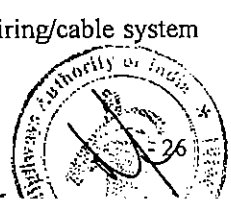
4.9.3 The width of each toll lane shall be 3.2 meters, except for the lane for over dimensional vehicles, where it shall be 4.5 m.

4.9.4 Between each toll lane of the toll plaza, traffic islands are required to accommodate toll booth. These islands shall be of minimum 25 m length and 1.8 m width. Protective barriers of reinforced concrete shall be placed at the front of each island to prevent out of control approaching vehicles crashing into the toll booth. They would be painted with reflective chevron markings.

4.9.5 Toll booth shall be placed at the centre of each traffic island with dimensions to accommodate toll collector's desk for toll equipment such as key board and console, video screen, card reader, note and coin storage, telephone and environmental control system. The toll booth shall have large glass window to provide the toll collector with good visibility of approaching vehicles. The bottom of the toll window should be placed at such a height (0.9 m) above ground level so as to provide convenience of operation. The Toll booths shall be ergonomically designed and vandal proof. There shall be CCTV camera installed at each booth.

4.9.6 For the movement between toll office and toll booth of each toll lane, an underground tunnel across all toll lanes shall be provided. Its dimension would be sufficient to accommodate the required wiring/cable system





and for convenient movement of personnel. It should also be provided with lighting and ventilation system so that the movement is convenient.

4.9.7 The area of toll plaza covering the flared portion shall be provided with concrete pavement. All the toll lanes and toll booths shall be covered with a canopy. The canopy shall be wide enough to provide weather protection to toll operators, drivers and facilities. The canopy shall be of aesthetically pleasing design with cylindrical support columns located at traffic island so that there is no restriction on visibility and traffic movement. The vertical clearance shall be as prescribed in this Manual.

4.9.8 The toll plaza shall have lighting system to provide visibility to drivers for the use of facility especially to access the correct service lane and also to the toll collector. Indian Standard IS: 1944 shall be followed. The minimum requirement of illumination on the road surface of 30 lux shall be ensured. This would be done by providing high-mast lighting (minimum 25 m height), lighting at canopy, and lighting inside toll booths. Street lighting shall also be provided on both side approaches of toll plaza for a minimum length of 500 metres on each side. Power supply shall be from public power supply system but stand by generating set of the capacity to supply the required power shall be provided at toll plaza.

4.9.9 The toll plaza shall be provided with surface and sub surface drainage system so that all the storm water is drained off efficiently and no ponding or stagnation of water takes place at any area of the toll plaza.

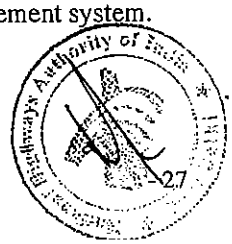
4.9.10 Toll Plaza shall have fire fighting equipment including smoke detectors and auto visual alarm system as per section 4.17.1 of National Building Code so that the personnel working in the complex and the office are not subjected to hazardous situation due to fire.

4.9.11 The semi automatic toll collection system shall be equipped in each entry lane with a vehicle detector for counting the number of vehicles and their axle number and for identification of the category of vehicle. The system shall also have a ticket issuing machine for issue of the tickets for user fee at the press of a button on a touch panel and entry lane controller for controlling the equipment of the entry lane and for sending the data to the data processing equipment at toll plaza office. Each toll lane shall have electronically operated boom barrier along with synchronised system for traffic lights.

4.9.12 The smart card system would comprise the system for vehicle identification, barrier and synchronize traffic light and payment through smart card. The smart card would comprise reader/writer conforming to ISO Standards: 1443-A sealed to a National Electrical Manufacturers Association (NEMA) for Ingress Protection (IP-65) having transmission frequency of 13.56 MHz.

4.9.13 The Electronic Toll Collection system shall consist of an on board unit fitted on a vehicle and an antenna to receive communication for identification of its code and other stored data and a system for transmitting the data from the on board unit to the reader and from reader to the customer information management system.





4.9.14 Toll plaza location shall also be provided with system for checking and preventing overloading of vehicles at toll plaza. For this purpose, weigh in motion systems at approaches to each toll lane are to be installed. Separate space for static weigh bridge and accommodation to store off-loaded goods from overloaded vehicles shall be provided after the toll barriers for each direction of travel.

4.9.15 Toll plaza shall have a separate office building so as to provide comfortable office space for manager, cashier & other staff. There shall be separate rooms for T.V. monitors, meetings, toilets, and for the sale of passes, smart cards, on board units and public interaction. The building shall have a strong room for keeping the money and a garage to accommodate the security van (during operation of loading the collected revenue). There shall be parking space in the same campus for vehicles for the staff and workers and other vehicles engaged in the operation of the Project Highway.

4.9.16 The toll plaza shall have toll audit system and fraud protection measures. The operations for toll collection, supervision, auditing and money handling shall be done through the qualified personnel so that each operation is efficiently handled.

4.9.17 Suggestive lay out of toll plaza showing the service lanes, office space, parking space, weigh bridges is given in fig. 4.1A and that for toll booth in fig. 4.1B.

4.10 Operation and Maintenance Centre

4.10.1 There shall be operation and maintenance centre(s) either at the toll plaza (s) or at any other location along the highway as identified by the concessionaire. The land for the same shall be acquired by the concessionaire at his cost and risk. The operation and maintenance centre would have following minimum facilities:

(i) Main control centre and Administrative block

(ii) Equipment for operation and maintenance and storage space for them.

(iii) Storage space for equipment and material for traffic signs and markings

(iv) Workshop

(v) General garage and repair shop

(vi) Testing laboratory

(vii) Parking space for minimum 4 no. of large vehicles and for other expected vehicle during peak hours including those for working staff and visitors.

4.10.2 All building works shall be designed to meet the functional requirements and shall be compatible with regional architecture and micro climate. Locally available materials shall be given preference but not at the cost of construction quality.

4.10.3 The circulation roads and parking spaces in the O&M centre shall be paved to withstand vehicle loads and forces due to frequent acceleration and deceleration of vehicles. Parking bays / lots shall have proper cross

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slope and drainage. The marking of the parking bays shall be as per IRC: 35 to demarcate parking and circulation space. Parking lots shall have illumination as provided in IS: 1944 (Parts I and II).

4.10.4 The whole campus of operation and maintenance centre shall have system for security with safe entry and exit.

4.11 Traffic Signs

Unless otherwise provided in this Manual, road signs shall be provided in accordance with IRC: 67.

4.11.1 There shall be corresponding road markings with stop signs, give way signs, merging or diverging traffic signs, lane closed signs, road narrowing signs, slip roads/ diversion signs, compulsory keep left/right signs, or any other signs as per IRC-67 and/or as reviewed by IE.

4.11.2 Wherever Project Highway alignment is on a curve, there shall be an advance cautionary signs for sharp curves (depending whether it is on left or right) and chevron signs (rectangular in dimension with yellow background and black arrow) at the outer edge of the curve. The sign for the curve ahead particularly in mountainous and steep terrain shall always be accompanied with chevron signs at the outer edge of the curve and appropriate delineation.

4.11.3 Roads signs such as chevron, overhead etc. not covered by IRC-67 will be as given in this document would be as per BIS/British Standard/AASHTO/ASTM.

4.11.4 All road signs shall be with retro-reflective sheeting of high intensity grade with encapsulated lens fixed over aluminum base plate as per clause 801 of MOSRTH specification.

4.11.5 Kerb mounted signs shall be supported on GI pipes. Overhead signs shall be placed on a structurally sound gantry or cantilever structure made of GI pipes. Its height, lateral clearance and installation shall be as per MOST specifications. The pedestal supporting the gantry or cantilever structure of the overhead signs shall be flushed at the ground level and in no case shall protrude more than 15 cm above ground level.

4.11.6 It shall be ensured that any sign, signal or any other device erected for traffic control, traffic guidance and/or traffic information shall not obscure any other traffic sign and shall not carry any advertisement.

4.11.7 Each exit ramp shall have signs mounted on posts indicating the name of the place and the important roads it would lead to.

4.11.8 For toll plaza(s) advance direction signs shall be provided at 1 km and 500 m ahead of toll plaza. These signs are rectangular in shape, bilingual, gantry, cantilever mounted as illustrated in fig. 4.2 A and fig. 4.2 B. Wherever the local language is other than Hindi, local language instead of Hindi shall be used for sign at 500 m.

4.11.9 It is necessary that user be informed before using the road that a section of National Highway is a Toll Road. Similarly the user be also informed of the end of the Toll Road. Over head sign panels indicating that the toll road is ahead and that the toll road ends is illustrated in fig. 4.2 C and fig. 4.2 D.

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4.11.10 At the start of flare of the toll plaza, a sign displaying the fee rates shall be erected. Suggestive configuration is given in fig. 4.3. The colour of words and panels shall follow IRC: 67.

4.11.11 It shall be ensured that any sign, signal or any other device erected for traffic control, traffic guidance and/or traffic information shall not obscure any other traffic sign.

4.12 Pavement Marking

4.12.1 Pavement markings on the Project Highway shall be in accordance with IRC: 35. These markings shall be applied to road centre line, edge line, continuity line, stop line, give way lines, diagonal/chevron markings, zebra crossing and at parking areas by mean of an approved self propelled machine which has a satisfactory cut off value capable of applying broken line automatically.

4.12.2 Road markings shall be of hot applied thermoplastic paints with reflectorising glass beads as per relevant clauses of Section 803 of MOST specifications.

4.12.3 At toll plaza, transverse bar lines be used across the flared approach to toll gate to reduce the speed of approaching traffic. The width of these lines shall be 300 mm and details as given in fig. 4.4.

4.12.4 Concessionaire shall ensure that a detailed plan scheme and plan for traffic signs and pavement markings covering all length and features of Project Highway shall be prepared and submitted to IE for review and comment.

4.13 Rest Areas

4.13.1 Project Highway shall have Rest Area(s) planned such that they are spaced at the intervals of 90 minutes to one hour of driving time between two important cities/towns. They would not be located between 5 km of a town or city or near interchange where entrance and exit ramps could cause weaving conflict.

4.13.2 Rest areas shall be planned to cater for traffic moving in both directions such that there is no need for the vehicles on one carriageway to cross over to the other carriageway. The entry to this Rest Area(s) would be through deceleration lane and exit through acceleration lane. The minimum width of these lanes shall be 5.5 m.

4.13.3 Rest Area(s) shall be designed for the expected peak hour long term clientage and shall provide facilities for parking, restaurant, cafeteria, toilets, telephone and shops for selling items normally required for traveling, fuel and garage for minor repair, telephone, first aid. The parking should include parking for expected peak hour truck traffic and cafeteria suitable for fulfilling the need for Indian truck drivers and shall be paved by CC blocks strong enough to withstand expected loadings. The whole area shall be elaborately landscaped to

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provide a pleasing environment. A suggestive lay out is given in fig. 4.5. This can be modified to accommodate location specific requirements.

4.13.4 At locations along the Project Highway where some existing eateries (Dhaba) or other informal rest areas are located, they shall be separated from the main highway with separation island and safe entry and exit to these establishment and parking spaces for expected peak hour vehicles shall be provided with proper signs and markings.

4.14 Pick Up Bus Stops

4.14.1 Pick up Bus Stops shall be designed as defined in schedule C or as per the actual peak hour demand at identified location(s). Bus stops shall be located on service road only and on both sides of the Project Highway for either direction of travel. The bus stop lay out shall provide safe entry and exit of buses from the Project Highway and safe movement of passengers. The shelter structure shall be aesthetically pleasing, structurally safe and functional so as to protect the waiting passengers adequately from sun, rains etc.

4.14.2 The bus bay and shelter shall be designed to provide for safe and convenient use by physically challenged passengers as well.

4.14.3 In rural areas the bus shelter shall be located at least 1.0 m away from the edge of the bus bay which shall be typically 30 m long. The plinth height of the bus stop shall be 0.3 m from the bus bay level and shall be 2 risers high. The minimum ceiling height of the structure shall be 2.1 m and the height of seating shall be 0.4 m from floor level.

4.14.4 The bus bay shall have length to accommodate the expected no. of buses in the peak time. The length and lay out shall be based on those given in IRC: 80 considered suitably modified for six lane dual carriageway highway. It shall be paved with pre-cast cement concrete (M-40) Blocks. The area of the bus stop used by pedestrians shall also be paved with pre-cast concrete blocks.

4.14.5 The barrier fences /pedestrian safety guard rails shall be erected between the bus loading area and the through lanes to prevent pedestrian crossings.

4.14.6 Pick up Bus Stop would be provided with litter bins. These would be simple in shape and their colour and finish shall make them conspicuous. Litter bin shall be post-mounted and/or swivel type. The mounting and fixing components shall be robust. The bin shall have drainage holes for periodic flushing. It shall also be theft, vandal-and fire-proof. It shall be resistant to wear and tear, and the material and design shall be such as to require minimal maintenance.

4.15 Pedestrian crossing facility

The Project Highway shall be provided with safe crossing facilities for the pedestrians. These shall be only at identified locations such as pedestrian /vehicular underpasses (in accordance with para 2.2.4). Pedestrian safety guardrail shall be provided to guide the pedestrian to the selected crossing /identified locations. For this

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purpose some of the common locations could be bus stops or other such locations with a possibility of peoples congregation from where the pedestrian safety guardrail be provided up to the nearest at-grade intersection or sub-way. The design of these facilities shall be in accordance with IRC:103. At the crossing points drop in the curve shall be provided to facilitate crossing of physically challenge users. Similarly, the gaps in the channeliser shall be provided so as to avoid the need for frequent climbing and getting down from the channelisers.

4.16 **Highway Landscaping**

4.16.1 Trees shall be planted in rows and on either side of the Project Highway with a staggered pitch as per IRC: SP: 21. A range of 10-15 m c/c is recommended for spacing of trees (parallel to the road). Setback distance of trees in different situations shall be as per IRC: SP: 21 and IRC: 66. The distance between the kerb, if any, and the nearest edge of tree trunk shall be at least 2 m. The plantation in median shall comprise shrubs whose height would normally not exceed 1-1.5 m and shall be as per IRC SP: 21.

4.16.2 The scheme for landscaping shall be part of the overall Environmental Mitigation Plan (EMP) as spelt out in Schedule C. In case of a discrepancy between the spacing for trees to be planted parallel to the road as specified in the IRC standards and the EIA Report, the lesser of the two distances shall be adopted.

4.16.3 For safe traffic operation, vertical clearance between the crown of the carriageway and lowest part of the overhang of the tree available across the roadway shall conform to the standards laid down in IRC: SP: 21. The pit size, fencing, watering and manuring requirements shall also conform to the above standard. Planting shall be such that it does not obstruct the visibility of traffic from any side and shall be pleasing in appearance.

4.17 **Advertisement/ Hoarding:**

No advertisement/ hoarding shall be allowed to be erected on the Project Highway.

4.18 **Advanced Traffic Management Systems (ATMS):**

4.18.1 A real time system working round the clock shall be established for informing the road users of the road, traffic, and weather conditions on the Project Highway; for making interventions as required for smooth, safe and efficient traffic operation; and for providing rescue and relief to the users in distress. The system shall be capable of (i) acquisition of data from various sources such as the road, the users, the maintenance and operation patrol, the ambulance, and the intervention team (ii) three way communication between the data source and a Central Control Room, the Control Room and the data sources and display units, and between the maintenance and operation teams, through a transmission system, and (iii) A Central Control Room to process all data and control the highway operation.

4.18.2 The systems and equipment of ATMS shall meet the following main climatic and environmental requirement as specified in IS-9000

(i) Temperature Range of Operation -- Low of 0° Celsius (± 2° Celsius) to High of 60° Celsius (± 2° C

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(ii) Relative Humidity of 95%

(iii) Vibration Frequency Range of 10 Hz – 55 Hz

4.18.3 Data acquisition system: This shall consist of (a) Automatic Traffic Counter and Classifier (ATCC), with an in-road loop detectors and treadles. (b) Video cameras installed on road with such pan and tilts that a length of 2 km road is captured for video monitoring of traffic, (c) Emergency Call Boxes installed at every 2 km to enable any user to be instantly in contact with the Control Room, (d) Meteorological sensors for capturing data on temperature, weather, wind, (e) Mobile radios for patrol vehicles and ambulances to be in communication with Central Control Room and among themselves.

4.18.4 Emergency call boxes (ECBs) with loud speaker, micro phone, activation button with LED indicating conversation, shall be housed in a vandal proof casing and operate in full to play mode in noise level of up to 95 decibels with in built diagnostic features for automatic detection in case of damage by any object. Mobile communication system shall comprise the mobile radio base stations and control centre equipments. It shall have provision for mounted mobile set on ambulances, trains & patrolling vehicles. The system shall have the facility to connect mobile to mobile, mobile to controller, and controller to mobile along with the systems for waiting, holding, and transfer of calls. The system shall use a pair of frequencies to be allotted to the concessionaire with the approval of wireless planning & coordination (WPC), Deptt. of Telecommunications and shall operate for full duplex mode.

4.18.5 The design for the Variable Message Signs (VMS) will be modular with sign panels using LEDs / High-Gain Trans-Reflective LCDs for outdoor ambient lights. The sign panel should be such that a display is legible from a distance of about 200 m. For this purpose, panels shall have minimum dimensions of 3m length x 1.8 m depth. The minimum height of the characters shall be 300 mm. The contrast ratio shall be more than 30 perpendicular to the bold face and more than 10 at an angle of ± 70 degrees to the perpendicular. The equipment shall be capable of storing minimum 10 frames that can be triggered on receiving the tele-command. The sign panels shall be installed on the structure in such a manner that they are aesthetically pleasing and can withstand wind pressures. The equipment shall be capable of storing minimum semi-duplex mode and other known forces. The minimum vertical clearance available at VMSs shall be 5.5 m from the road surface. Power supply shall be fed from the integrator locations.

4.18.6 The meteorological sensors shall comprise thermocouple /pyrometer, humidity meter, anemometer , visibility meter and sensor for measuring pavement surface temperature. They shall be installed on a single pole with a specific attachment and power supply fed from the integrator. They shall have the facility to communicate on Polythene Insulated Jelly Filled copper cables (PIJF) /Optical Fibre Cable.

4.18.7 The Automatic Traffic Counter-cum-Classifier (ATCC) shall be capable of detecting and recording all categories of vehicles plying on the Project Highway based on their length and no. of axles. The system shall be robust and capable of operating with minimum maintenance and may be either piezo-electric or infrared. It should have minimum accuracy level of 99%. The logic units shall be microprocessor based. The system should be able to record and store vehicle data for a period of at least two weeks with a Daily Traffic Volume

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of up to 1,00,000 vehicles. The system shall have compatibility to transfer the data on PIJF/Optical Fibre Cable/by using any of the available communication mode like GSM (Global System for Mobile Communications) / GPRS (General Packet Radio Service), landline modem, CDMA (Code Division Multiple Access) depending upon the effective and economic operation of the particular mode available at the site. The system shall be electric/solar power operated depending upon the availability of source.

4.18.8 The Closed Circuit Television (CCTV) Surveillance shall comprise video camera, its housing and pan, and Tilt Heads. The video camera shall be mounted at a height so as to cover the target length of highway and the housing shall be able to withstand adverse weather conditions. It shall have a 360 degree angular travel in the horizontal plane and a tilt of 90 degrees down from 0 degrees horizontal. It shall have zoom lens with minimum power of 30 X, auto iris and infrared filter, infrared compatibility for night operation and remotely selectable operating modes. It shall have compatibility with co-axial cable/optical fibre cable.

4.18.9 The main control centre shall be designed for round-the-clock operations of monitoring, on-line information acquisition and processing the same for decision making. The Main Control Centre shall have equipment of central computer, call centre, terminal junction box, uninterrupted power supply (UPS) , counsel operator with monitors and joy sticks, rack accommodation, large display board, line printer and general purpose office computer with monitor, printer, fax and telephone. The system shall also have Network Management system (NMS) or real-time monitoring of Emergency Call Boxes (ECBs) and network diagnostics.

4.18.10 Transmission System: This shall consist of a backbone Optical Fiber Transmission system, cable system, interface system, network management system, repeater/ amplification system, and power supply system. There shall be 3 or 4 sub-centres (as appropriate) housing all the interface equipment apart from the Control Centre, provided with, as appropriate, cables, interface, terminals (such as optical line terminals and interface, network management system equipment, optical fiber cable interface equipment and control centre interface equipment, data acquisition system interface, etc). The cables from ECBs, VMS, meteorological data systems, ATCC shall be Polythene Insulated Jelly filled (PIJF) copper cables and those from CCTV cameras shall be coaxial cables. Repeaters/ amplifiers shall be used to maintain the quality of signals. All the cables shall have at least 20 % spare capacity to allow for expansion. The interface system shall be capable of handling the composite audio, video and data signals at various interface levels and process them.

4.18.11 Central Control Room (Control Centre): The Central Control Room (CCR) shall be the repository of all the data acquired from the field and their processing, storing, and archiving. All the information for real time monitoring of the Project Highway shall be generated at the CCR and the relevant information shall be disseminated to the users through Variable message signs, and to the operation and management teams through mobile radio communication system for appropriate intervention. Another important function to be performed at the Control centre shall be the operation and management of the ATMS itself along with its various sub systems.

CCR shall have the following minimum equipment, hardware and software:

(1) A Central Computer Server with integrated ATMS and ATMS softwares

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(2) A Traffic Manager's Terminal for operation of the integrated traffic management system

(3) Call system equipment comprising Operator PC along with sub-systems and digital voice recorder.

(4) Mobile radio terminal comprising Operator PC and engineering terminal

(5) Computers for Network Management System (NMS) for Fiber Optic Communication System.

(6) CCTV Console Equipment

(7) Computers for VMS, AVCC, MET, Traffic Control

(8) A large size screen

(9) A line Printer

(10) An Office Computer

(11) A Power Supply and back up system

4.18.12 Dissemination of information: Information generated at the Control Centre shall be disseminated in the following manner:

(a) To the users: By displays on the Variable Message signs, via internet web pages, and by creating a node at the way side amenities to display the relevant information.

(b) To the Operation and maintenance teams: By mobile phones

(c) To the ambulances: By mobile phones

(d) To the Trauma centres: Via ambulances

4.19 **Highway patrol**

Highway patrol unit(s) manned by at least two persons apart from the driver for every unit shall continuously patrol the highway in a stretch not exceeding 50 km and shall remain in contact with the Control Room on a real time basis. The patrol shall render assistance to users in distress and disabled vehicles through own intervention or by calling from assistance from Control Room, Crane operators or ambulance as required. The patrol shall promptly clear the road of any obstruction. Where the obstructions take time to be cleared, the section shall be cordoned off by placing traffic cones, which shall be illuminated during night. The patrol vehicle shall be large enough for seating at least four personnel beside the driver and space to carry essential traffic management tolls. It shall also have a light on its top and a siren on board. It shall be equipped with traffic cones and other accessories for traffic control which are fully visible during night time.

4.20 **Ambulance(s)**

Ambulance(s) manned by at least two trained paramedics shall be available on the Project Highway so that the response time is not more than 10 minutes of call. Each ambulance shall be equipped with first aid, life saving medical services and support system implements for transporting the victims to the nearest trauma hospitals, and providing emergency medical aid during transportation of victims from accident site to the nearest trauma hospital.

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4.21 **Crane(s)**

Crane(s) shall be available within an hour of an incident to clear the disabled vehicle off the carriageway.

4.22 All intervention teams comprising patrol, ambulances and cranes shall be in communication with each other and the Control Room all the time and shall intervene within the stipulated time.

4.23 **Lighting system**

All light posts erected on the railings of bridges, structures shall have adequate height such that a uniform illumination of 40 lux is available.

All high mast lights in the interchange area shall illuminate the interchange with intensity of 40 lux.

All entry and exit ramp areas shall be uniformly illuminated with 40 lux intensity

All underpasses shall be illuminated with minimum intensity of 30 lux.

4.24 **Design Report and Drawings**

The concessionaire shall furnish the detailed report including designs and drawings for each component of the Project Highway such as geometry, pavement, structures, drainage, barriers, protective works, traffic control devices and other user facilities etc. as per the requirements specified above to the IE for his review and comments, if any. The drawings to be submitted shall satisfy the requirements (including scale and the size) specified in IRC: SP: 19 and IRC: SP: 54.

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SECTION -5: MATERIALS

5.1 General:

Sourcing of all materials as well as compliance with environmental requirements under the applicable laws in respect of all works to be executed under the Concession Agreement shall be the sole responsibility of the concessionaire. All materials, whether natural (such as earth, gravel, sand, aggregates, etc), processed (such as bituminous and concrete mixes), or manufactured (such as cement, steel, bitumen, etc) shall be incorporated in the work only if they are tested and found to meet the requirements of this Manual or, in the absence of any provision in this Manual, conform to the best industry practice.

5.2 Natural materials

5.2.1 Physical requirements of earth, gravel, sand, and aggregates shall conform to the requirements of the provisions of those clauses of MOST specifications as are relevant to the intended use of the materials.

5.2.2 Natural aggregates when crushed and blended for various uses, different size fractions shall be proportioned to form grading conforming to those clauses of the MOST specifications as are relevant to the intended use of the material. Where clauses of the specifications provide more than one option, the option which provides the closest grading shall be provided.

5.3 Processed materials

5.3.1 Fly ash: Fly ash to be used in embankment construction shall meet the requirements specified in IRC: SP: 58.

5.3.2 Cement Concrete mixes: Concrete mixes, plain or reinforced, shall be design mixes, designed in accordance with the provisions of IS: 456. Concrete of M20 grade or higher shall be used for the project except for leveling course in foundation and dry lean concrete for Cement concrete pavement where M15 grade concrete shall be used. Specific requirements of the mixes (such as workability, water cement ratio, use of admixtures, grades of cement and steel, minimum and maximum cement content, ratios of 7 and 28 days strengths, etc) shall be a per those provisions of MOST specifications as are relevant to the intended use of the concrete mix.

5.3.3 Bituminous mixes: Bituminous mixes shall be hot mix type and shall be designed in accordance with Asphalt Institute Manual series MS 2 with the ingredients of the mix (such as aggregates, fillers, bitumen, etc) conforming to the provisions of MOST specifications as relevant to the type of mix intended to be used.

5.4 Manufactured materials

5.4.1 Cement: Ordinary Portland cement grades 33, 43 and 53 conforming to IS: 269, IS: 8112, and IS: 12269 respectively shall be used subject to the condition that the design cement content does not exceed 540 kg per cum and the minimum requirement of cement from durability considerations are provided. Use of Portland

slag cement or Portland pozzolana cement shall not be permissible for any structural concrete. Other grades of cement such as Rapid hardening cement conforming to IS: 8041 and Sulphate resistant cement conforming to IS: 12330 shall be permissible in specific situations subject to the provisions of clause 1000 of MOST specifications.

5.4.2 Bitumen: 60/70 Paving grade bitumen conforming to IS: 73 shall be used. Crumb rubber modified bitumen (CRMB) and Polymer modified bitumen (PMB) conforming to IRC: SP: 53 shall be used.

5.4.3 Steel: High Yield Strength Deformed (HYSD) reinforcing bars of S 415 grade conforming to IS: 1786 and High Tensile Strength pre-stressing tendons conforming to IS: 6006 shall be used.

5.4.4 Sheathing, anchorages, void formers, bearings, expansion joints, geo-textile and geo-grid, metallic strips, bars, grids for reinforced earth, metal beam crash barriers, prefabricated vertical drains, retro-reflective sheetings and road marking paints: These shall meet the relevant provisions of the MOST specifications, recommendations of the system providers, manufacturers' testing and certification, and the designers' design assumptions.

5.5 Concessionaire may use other construction materials for example stabilized soil for which a detailed design procedure to be adopted shall be furnished to IE for review and comments.

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SECTION -6 : CONSTRUCTION

6.1 General

Construction planning, techniques, technologies and equipment shall be planned in a manner not to compromise on the efficiency and safety of the existing highway. Efficient and safe operation of the existing highway without reducing its capacity and safety shall be ensured during construction of the Project Highway. Construction shall meet the environmental safety norms, and ensure safety of temporary and permanent works, safety of traffic, pedestrian (if any) and workman during construction, meet the access needs of the population living close by and shall not cause any damage to their property.

6.2 Construction specifications

Unless not specifically provided for in the MOST specifications, construction of various components of the Project Highway shall be carried out in accordance with these provisions of specifications to the extent they are relevant. For avoidance of doubt, such provisions of the specification as relate to approval from Engineer, refer to contract drawings, provide for measurement for payment and unit rates, etc which are generally applicable to item rate contracts shall not be considered relevant to this agreement. However, provisions relating to material specifications, construction methods, equipment, processing of materials, laying, compaction, testing, quality control/assurance, etc shall be considered relevant to this agreement. The final decision with regard to which provisions are relevant and which are not shall rest with the IE.

Where construction specification for any component of work is not provided for in MOST specifications, construction shall be carried out in accordance with international specification, or best industry practice, or the specifications provided by the manufacturer or provider of the system subject to review by IE. The concessionaire shall remain responsible for construction with regard to its adequacy, safety, and durability regardless of any review and comments by the IE. In case, concessionaire chooses to adopt new material, technology and construction methodology, he shall first sample test the same to demonstrate that the proposed material/technology/methodology can be successfully implemented to achieve the specified performance levels of the Project Highway. These processes shall be subject to the review and comments of the IE.

All the construction equipment shall have the required capacity to meet the output requirements of works under the agreement and shall have mechanical, hydraulic, electronic and other controls, Manual or automatic, as required for meeting the construction requirements.

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6.3 Construction planning

Prior to actual commencement of construction, a construction plan shall be drawn up and submitted to the IE for review and comments. The plan shall be prepared to meet the requirements of this section of the Manual and contain, *inter alia*, the following:

(1) Sequence of construction activities to be undertaken with time line on a PERT chart

(2) At each construction site, the areas to be cordoned off for construction and logistics of movement of construction equipment.

(3) Arrangement for movement of main line traffic near construction sites and assessment of capacity and safety of the alternative arrangement. If capacity augmentation is necessary as per the assessment, suggested measures to restore the original capacity of the main highway on the alternative arrangement.

(4) If construction activities affect the access to properties or movement of cross traffic, alternative arrangements during construction.

(5) A detailed plan for safe and efficient movement of existing traffic through the construction zones along with required signs and markings for cautions and guidance.

6.4 Base Camp for Construction

The concessionaire shall establish base camp(s) for the construction of Project Highway at the location from where construction sequences and processes can be efficiently performed. The land for the base camp shall be acquired by the concessionaire at his cost and risk and its size shall be such that it accommodates the plants, equipments, materials, laboratories, offices, residences and space for movement/circulation of construction vehicles/machinery. The space should also have space for recreation and sporting facilities for the staff and workers.

6.5 Traffic diversion

Where it is necessary to close the traffic on the existing highway for construction and divert the traffic on to an alternative route, such diversion shall have the width equal to the width of the road closed. The diversion road shall have fluent geometry and maintained in traffic worthy condition such that traffic can safely negotiate.

6.6 Access to private property

If existing access to private property is to be closed due to construction, alternative access shall be provided before construction is undertaken.

6.7 Cross road Traffic

If existing cross road is to be closed due to construction, alternative approach and crossing facility shall be provided before construction is undertaken.

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6.8 Temporary work

Temporary work shall not be erected on the main highway if traffic is allowed to ply on it while construction is to progress. Similarly, erection equipment for erection of temporary or permanent work shall not be allowed on the main highway if the portion of the highway remains under use of the main line traffic.

The concessionaire shall be responsible for safe, workable design and methodology for all temporary forms, staging and centering required for construction of structures in accordance with IRC: 87.

6.9 Traffic management during construction

In order to ensure that the construction activities do not disrupt the movement of the existing traffic, comprehensive traffic management plan shall be drawn up by the concessionaire. Wherever construction shall be undertaken, it shall be declared a construction zone. The length of the construction zone shall be reasonable, neither too short which will put the traffic to frequent inconvenience nor too long, which is difficult to manage. A reasonable length of the road could be the length between two successive entry ramps.

Traffic in construction zones shall be managed in accordance with the provisions of IRC SP 55. All transitions, ingress/ egress to and from the main highway, shall have proper and smooth geometry and traffic shall be guided by road signs, markings, delineation and other appropriate means as required for safe and efficient operation.

After construction is completed in a particular zone, it shall be opened for normal operation. Prior to the beginning of normal operation, those parts of the diversions as will not eventually form part of the Project Highway shall be closed to prevent any movements not permitted under the normal operation of the Project Highway.

6.10 Improvement and maintenance of roads other than Project Highway

The concessionaire shall be responsible for improvement of all roads to be used for carrying construction material and/or machinery for construction of the Project Highway. The level of improvement shall be commensurate to the requirements for carrying the expected traffic during construction period. These roads shall also to be maintained by the concessionaire up to the level of improvement carried out throughout the construction period and until commissioning of the Project Highway.

6.11 Social disruption

The concessionaire shall take all measures to mitigate any disruptive effects of construction such as noise and dust pollution, closure of local accesses, intrusion to the lives and business activities of the people, threat to their property, or any other disruption. These measures shall be taken after due consultation with the local people, local administration and authority's local establishment.

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SECTION -7 : QUALITY ASSURANCE

7.1 At least 2 weeks prior to commencement of the work, the Concessionaire shall draw up a Quality Assurance Manual (QAM) covering the Quality System (QS), Quality Assurance Plan (QAP) and documentation for all aspects of the bridge and road works as per IRC: SP 47 and IRC: SP: 57 respectively and furnish to the IE for review and comments. The quality assurance plan shall duly provide therein for conducting tests on the quality of materials, construction of temporary and permanent works, and the finished works. He shall enable the IE to inspect the Quality Assurance Plan, the test results, and witness the conduct of such tests. The IE shall, in his inspection report in compliance with the provisions of clause 13.2 of the Concession Agreement, bring out the non-conformities in the tests and quality procedures in his inspection report.

7.2 The quality of materials and work shall meet the requirement of Clause 900 of MOST specifications to the extent relevant and applicable. The decision with regard to the relevance and applicability of the Clause shall rest with the IE. The quality of materials and work that are not relevant to the MOST specifications shall meet the requirements of other relevant standards that are followed for the work. Always provided that manufacturer's testing and certification shall be essential for the manufactured materials.

7.3 Remedying the defects and deficiencies required as per Clause 13.2 of the Concession Agreement shall be carried out in the following manner:

(1) Improving, modifying, changing the Quality Assurance Plan and its implementation

(2) Replacing the non-conforming material by materials conforming to the standards by changing the material source, material processing, construction equipment or technique before incorporation of the material in work.

(3) In case a nonconforming material has been incorporated in the work, by removing the work to the extent of non-conformities and replacing it by a work meeting the requirements of the quality.

(4) In case a work or any of its component exceeds the limits of tolerances specified in the quality standards, by rectifying the work and bringing it within the limits of tolerance.

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List of IRC Codes / Standards / Acts for Road/Bridge Works

IRC:	2 -1968	Route Marker Signs for National Highways (First Revision)
IRC:	3 -1983	Dimensions and weight of Road Design vehicles. (First Revision)
IRC:	5 -1998	Standard Specification & Code of Practice for Road Bridges, Section I – General Features of Design (7th Revision)
IRC:	6 -2000	Standard Specifications & Code of Practice for Road Bridges, Section II – Loads and Stresses (Fourth Revision)
IRC:	7 -1971	Recommended Practice for Numbering Bridges and Culverts (First Revision)
IRC:	8 -1980	Type Designs for Highway Kilometre Stones (Second Revision)
IRC:	9 -1972	Traffic Census on non urban roads (First Revision)
IRC:	10 -1961	Recommended Practice for Borrow pits for Road Embankments Constructed by Manual Operation
IRC:	15 -2002	Standard Specifications & Code of Practice for Construction of Concrete Roads (Third Revision)
IRC:	16 -1989	Specification for Priming of Base Course with Bituminous Primers (First Revision)
IRC:	18 -2000	Design Criteria for Prestressed Concrete Road Bridges (Post-Tensioned Concrete) (Third Revision)
IRC:	20 -1966	Recommended Practice for Bituminous Penetration Macadam (Full Grout)
IRC:	21 -2000	Standard Specifications and Code of Practice for Road Bridges. Section-III Cement Concrete (Plain and reinforced) (Third revision)
IRC:	22 -1986	Standard Specifications and Code of Practice for Road Bridges. Section-VI Composite Construction (First Revision).
IRC:	24 -2001	Standard Specifications and Code of Practice for Road Bridges. Section-V Steel Road Bridges (First Revision)
IRC:	26 -1967	Type Design for 200-Metre Stones
IRC:	30 -1968	Standard Letters and Numerals of Different Heights for Use on Highway Signs
IRC:	32 -1969	Standard for Vertical and Horizontal Clearances of Overhead Electric Power and Telecommunication Lines as Related to Roads
IRC:	33 -1969	Standard procedure for evaluation and condition surveys of stabilised soil roads.
IRC:	34 -1970	Recommendations for road construction in waterlogged area.
IRC:	35 -1997	Code of Practice for Road Markings (with Paints) (First Revision)
IRC:	36 -1970	Recommended Practice for Construction of Earth Embankments for Road Works

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List of IRC Codes / Standards / Acts for Road/Bridge Works

IRC:	37 -2001	Guidelines for the Design of Flexible Pavements (Second Revision)
IRC:	38 -1988	Guidelines for Design of Horizontal Curves for Highways and Design Tables (First Revision)
IRC:	40 -2002	Standard Specifications and Code of Practice for Road Bridges, Section IV - Brick, Stone and Block Masonry (Second Revision)
IRC:	41 -1997	Type designs for check barriers (First Revision)
IRC:	42 -1972	Proforma for record of test values of locally available pavement construction materials.
IRC:	45 -1972	Recommendations for Estimating the Resistance of Soil Below the Maximum Scour Level in the Design of Well Foundations of Bridges
IRC:	52 -2001	Recommendation about the alignment survey and geometric design of hill roads. (Second Revision)
IRC:	54 -1974	Vertical Clearances at Underpasses for Vehicular Traffic.
IRC:	56 -1974	Recommended Practice for Treatment of Embankment Slopes for Erosion Control
IRC:	57 -1974	Recommended Practice for Sealing of Joints in Concrete Pavements
IRC:	58 -2002	Guidelines for the design of plain jointed Rigid pavements for highways (Second Revision)
IRC:	59 -1976	Tentative Guidelines for the design of gap graded cement concrete mixes for road pavements.
IRC:	61 -1976	Tentative Guidelines for the construction of Cement Concrete Pavements in Hot Weather
IRC:	65 -1976	Recommended practice for traffic rotaries.
IRC:	67 -2001	Code of Practice for Road Signs (First Revision)
IRC:	69 -1977	Space Standards for Roads in Urban Areas
IRC:	70 -1977	Guidelines on regulations and control of mixed traffic in urban areas.
IRC:	71 -1977	Recommended practice for preparation of notations.
IRC:	73 -1980	Geometric Design Standards for Rural (Non-Urban) Highways
IRC:	75 -1979	Guidelines for the Design of High Embankments
IRC:	78 -2000	Standard Specifications and Code of Practice for Road Bridges. Section-VII Foundations & Sub-structure (Second Revision).
IRC:	79 -1981	Recommended Practice for Road Delineators
IRC:	80 -1981	Type Designs for Pick-up Bus Stops on Rural (i.e., Non-Urban) Highways
IRC:	81 -1997	Tentative Guidelines for Strengthening of Flexible Road Pavement Using

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Benkelman Beam Deflection Technique (First Revision)

IRC:	83	-1999	Standard Specifications and Code of Practice for Road Bridges. Section-IX Bearings, Part-I: Metallic Bearings.
IRC:	83	-1987	Standard Specifications and Code of Practice for Road Bridges, (Part-II) Section-IX Bearings, Part-II : Electrometric Bearings
IRC:	83	-2002	Standard Specifications and Code of Practice for Road Bridges, (Part-II) Section-IX Bearings, Part-III : POT POT-CUM-PTFE, PIN AND METALLIC GUIDE BEARINGS
IRC:	84	-1983	Code of Practice for Curing of Cement Concrete Pavement
IRC:	85	-1983	Recommended practice for accelerated strength testing and evaluation of concrete for Road and Airfield Constructions.
IRC:	86	-1983	Geometric Design Standards for Urban Roads in Plains
IRC:	87	-1984	Guidelines for the design and erection of false work for road bridges.
IRC:	88	-1984	Recommended practice for lime fly ash stabilised soil base/ sub base in pavement construction.
IRC:	89	-1997	Guidelines for Design & Construction of River Training & Control Works for Road Bridges (First Revision)
IRC:	91	-1985	Tentative guidelines for construction of cement concrete pavement in cold weather.
IRC:	92	-1985	Guidelines for the Design of Interchanges in Urban Areas
IRC:	93	-1985	Guidelines on Design and Installation of Road Traffic Signals
IRC:	98	-1997	Guidelines on Accommodation of Underground Utility Services Along and Across Roads in Urban Area (First Revision)
IRC:	101	-1988	Guidelines for design of continuously reinforced concrete pavement with elastic joints.
IRC:	102	-1988	Traffic studies for planning bypasses around towns.
IRC:	103	-1988	Guidelines for Pedestrian Facilities
IRC:	104	-1988	Guidelines for Environmental impact assessment of Highway projects.
IRC: SP:	11	-1988	Handbook of Quality Control for Construction of Roads and Runways (Second Revision)
IRC: SP:	13	-2004	Guidelines for the Design of Small Bridges and Culverts.
IRC: SP:	14	-1973	A Manual for the Application of the Critical Path Method to Highway Project in India
IRC: SP:	15	-1996	Ribbon Development Along Highways and its Prevention

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IRC:	SP:	16	-2004	Guidelines for surface evenness of Highways Pavements (First Revision)
IRC:	SP:	17	-1977	Recommendations About Overlays on Cement Concrete Pavements
IRC:	SP:	18	-1978	Manual for Highway Bridge Maintenance Inspection.
IRC:	SP:	19	-2001	Manual for Survey, Investigation and Preparation of Road Projects (First Revision)
IRC:	SP:	21	-1979	Landscaping of Road
IRC:	SP:	22	-1980	Recommendations for the Sizes for each Type of Road Making Machinery to Cater to the General Demand of Road Works
IRC:	SP:	23	-1983	Vertical Curves for Highways
IRC:	SP:	25	-1984	Gopi and his Road Roller-Guidelines on Maintenance of Road Roller
IRC:	SP:	27	-1984	Report Containing Recommendations of IRC Regional Workshops on Highway Safety
IRC:	SP:	32	-1988	Road Safety for Children (5-12 Years Old)
IRC:	SP:	33	-1989	Guidelines on Supplemental Measures for Design, Detailing & Durability of Important Bridge Structures.
IRC:	SP:	34	-1989	General Guidelines About the Equipment for
IRC:	SP:	35	-1990	Inspection and Maintenance of Bridge.
IRC:	SP:	37	-1991	Guidelines for Evaluation of Load Carrying Capacity of Bridges
IRC:	SP:	39	-1992	Guidelines on Bulk Bitumen Transportation & Storage Equipment
IRC:	SP:	40	-1993	Guidelines on techniques for strengthening and rehabilitation of bridges.
IRC:	SP:	41	-1994	Guidelines on Design of At-Grade Intersections in Rural & Urban Areas
IRC:	SP:	42	-1994	Guidelines on Road Drainage
IRC:	SP:	44	-1994	Highway Safety Code
IRC:	SP:	46	-1997	Steel Fibre Reinforced Concrete For Pavements
IRC:	SP:	47	-1998	Guidelines on Quality System for Road Bridges (Plain, Reinforced, Prestressed and Composite Concrete).
IRC:	SP:	48	-1998	Hill Road Manual
IRC:	SP:	50	-1999	Guidelines on Urban Drainage
IRC:	SP:	51	-1999	Guidelines for Load Testing of Bridges
IRC:	SP:	52	-1999	Bridge Inspector's Reference Manual
IRC:	SP:	53	-2002	Guidelines on Use of Polymer and rubber Modified Bitumen in Road Construction (First Revision)
IRC:	SP:	54	-1999	Project Preparation Manual for Bridges

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IRC: SP: 55 -2001 Guidelines for Safety in Construction Zones

IRC: SP: 56 -2000 Guidelines for Steel Pedestrian Bridges

IRC: SP: 57 -2001 Guidelines for Quality Systems for Road Construction

IRC: SP: 58 -2001 Guidelines for Use of Fly ash in Road Embankments

IRC: SP: 59 -2002 Guidelines for Use of Geotextiles in Road Pavements and Associated Works

IRC: SP: 60 -2002 An Approach Document for Assessment of Remaining Life of Concrete Bridges

III Ministry of Surface Transport Publications

MORT&H Pocketbook for Bridge Engineers, 2000 (First Revision)

MORT&H Pocketbook for Highway Engineers, 2002 (Second Revision)

MORT&H Specifications for Road and Bridge Works, 2001 (Fourth Revision)

MOST Standard Plans for 3.0 m Span Reinforced Cement Concrete Solid Slab Superstructure with and without Footpaths for Highways, 1991

MOST Standard Plans for Highways Bridges R.C.C. T-Beam & Slab Superstructure - Span from 10 m to 24 m with 12 m width, 1991

MOST Standard Plans for Highway Bridges PSC Girder and RC Slab Composite Superstructure for 30 m Span with and without Footpaths, 35 m Span with Footpaths and 40 m Span without Footpaths, 1991

MOST Standard Drawings for Road Bridges - R.C.C. Solid Slab Superstructure (15* & 30* SKEW Span 4.0 m to 10.0 m (with and without Footpaths), 1992

MOST Type Designs for Intersections on National Highways, 1992

MOST Computer Aided Design System for High Embankment Problems, 1993

MOST Addendum to Ministry's Technical Circulars and Directives on National Highways and Centrally Sponsored Road & Bridge Projects (Aug. 88 to Dec. 92), 1993

MOST Standard Drawing for Road Bridges R.C.C. Solid Slab Superstructure (22.5* SKEW) R.E. Span 4M to 10M (with and without Footpath), 1996

MOST Addendum to Ministry's Technical Circulars and Directives on National Highways and Centrally Sponsored Road & Bridge Projects (Jan. 93 to Dec. 94), 1996

Standard Plan for Highway Bridges - Prestressed Concrete Beam & RCC Slab Type Superstructure - Volume –II

MOST Addendum to Technical Circulars & Directives on National Highways & Centrally Sponsored Road & Bridge Works Projects (Jan. 1995 to Dec. 1997)

MOST Standard Plans for Single, Double and Triple Cell Box Culverts with and without Earth Cushion

Manual for Safety in Road Design

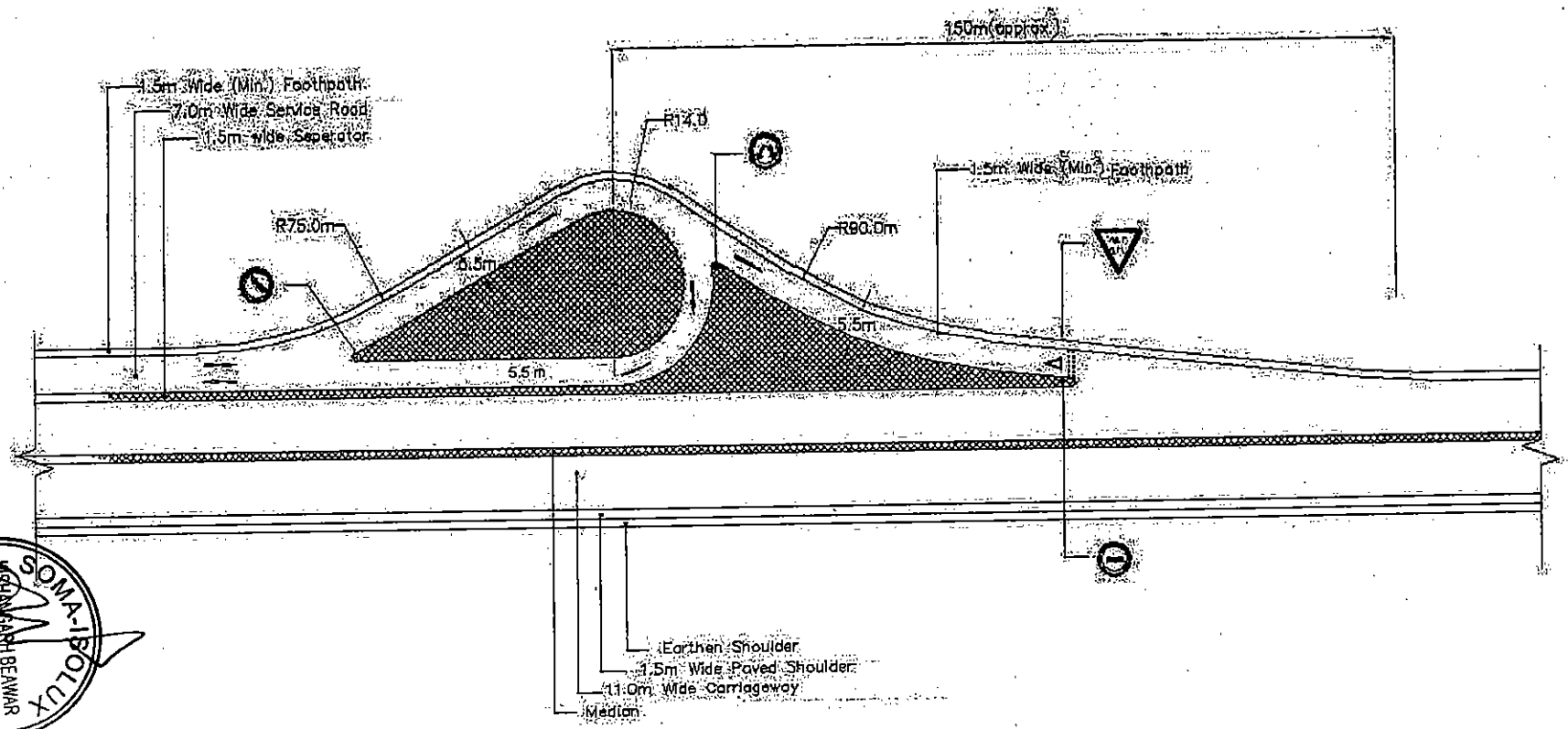
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BIS PUBLICATIONS

IS: 1944 (Part-I & II) 1970	Code of Practice for lighting of Public thoroughfare: Parts Land 2 For Main and secondary roads (Group-A and B) (First revision) (Amendments No. 1 and 2) Parts – I and 2 in one volume) (Amendments-2).
IS: 1944 (Part-V) 1981	Code of Practice for Lighting of Public Thoroughfares: Parts 5 Lighting for Grade separated junctions, Bridges and Elevated roads (Group – D).
IS: 1944 (Part-VI) 1981	Code of Practice for lighting of Public thoroughfare: Part-6 Lighting for Towns and city centres and areas of civic Importance (Group-E).
IS/ISO: 9000	Standards for quality management systems.
IS: 10748 – 1995	Hot rolled steel for welded tubes and pipes (First Revision)
NBC	National Building Code
Part-III, NBC:	Development Control rules and general building requirements.
Part-IV, NBC:	Fire Protection
Part-VI, NBC:	Structural Design
Part-VIII, NBC:	Building Services
Part-IX, NBC:	Plumbing Services

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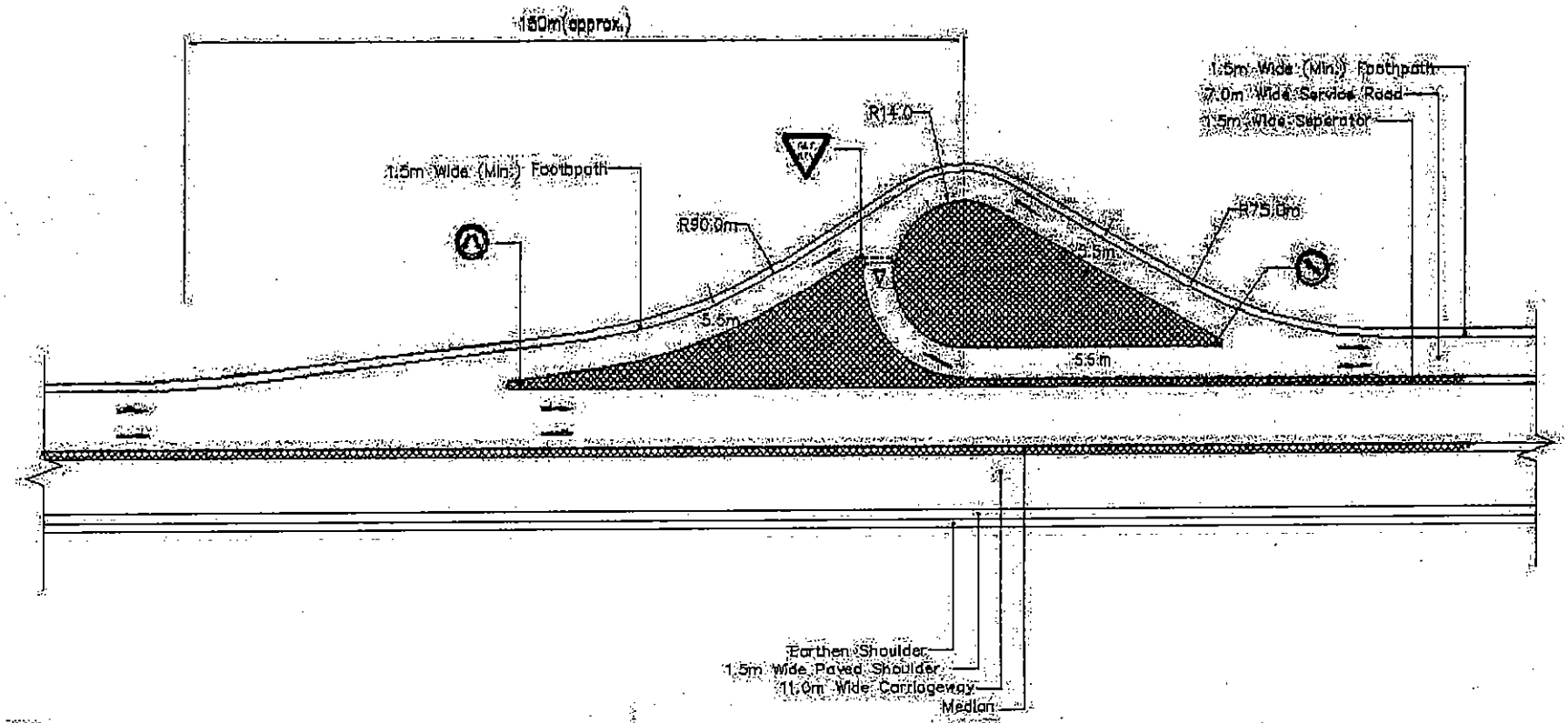
Note:-
1. Detailed system of Road Markings as per IRC:35
2. Detailed system of Road Signs as per IRC:67

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

Suggestive Layout for entry ramp to highway

Figure: 2.1A

SCALE:- Not to Scale



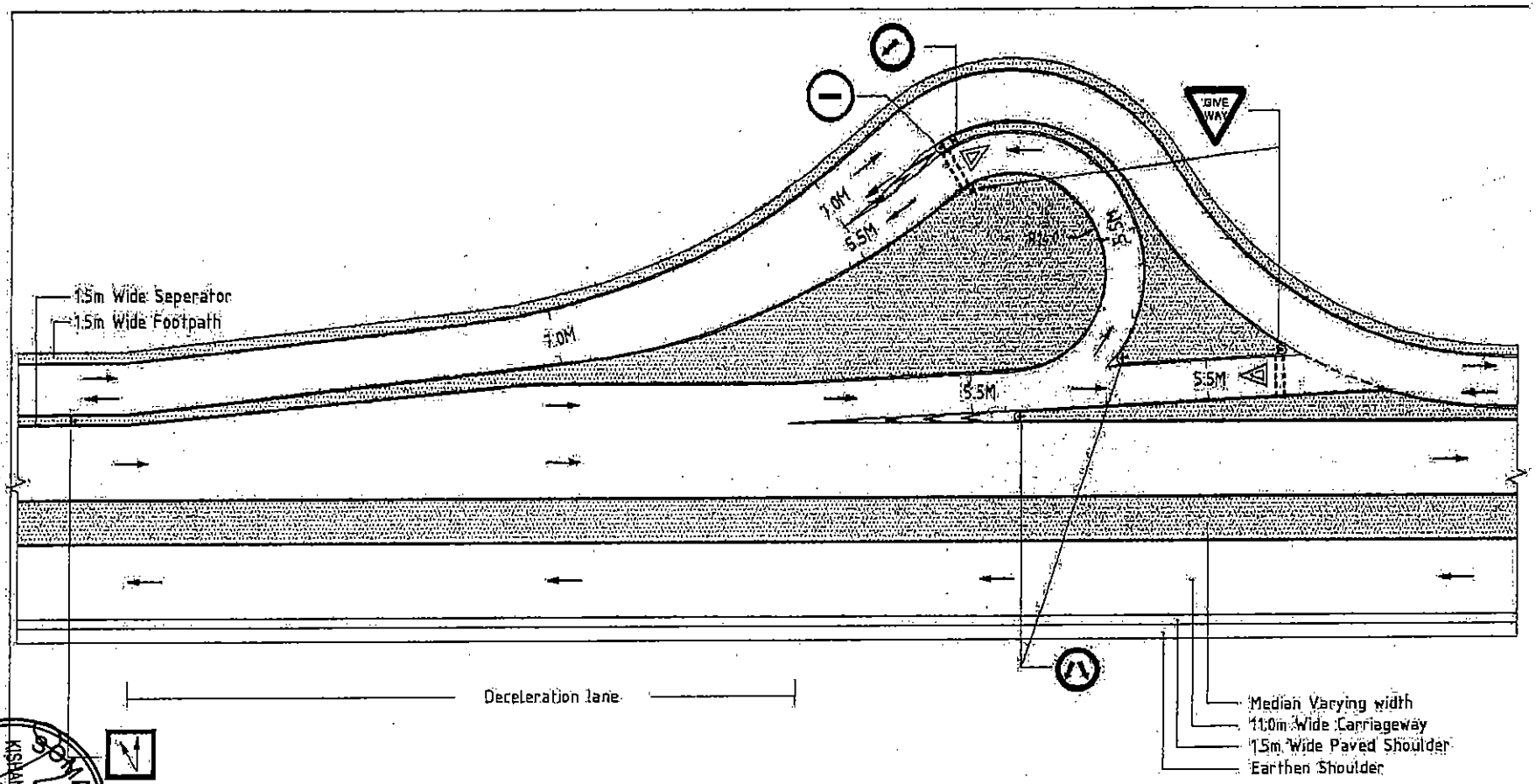
Note:-
1. Detailed system of Road Lightings as per IRC:35
2. Detailed system of Road Signs as per IRC:67

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Suggestive Layout for exit ramp from highway

Figure: 21B
SCALE:- Not to Scale

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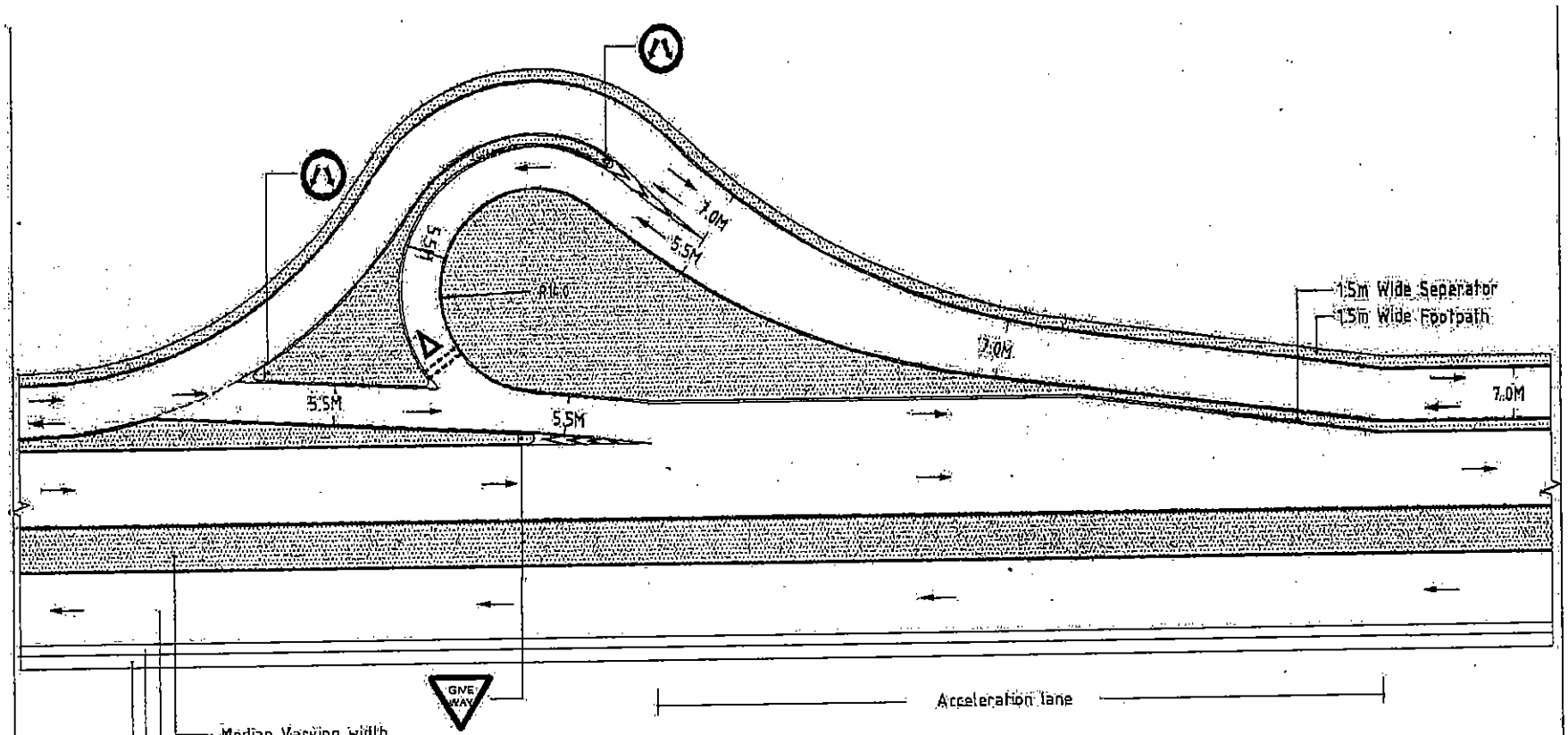
Note:-

1. Detailed system of Road Markings as per IRC:35
2. Detailed system of Road Signs as per IRC:67

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DRAWING TITLE
Suggestive Layout for Exit Ramp from Highway

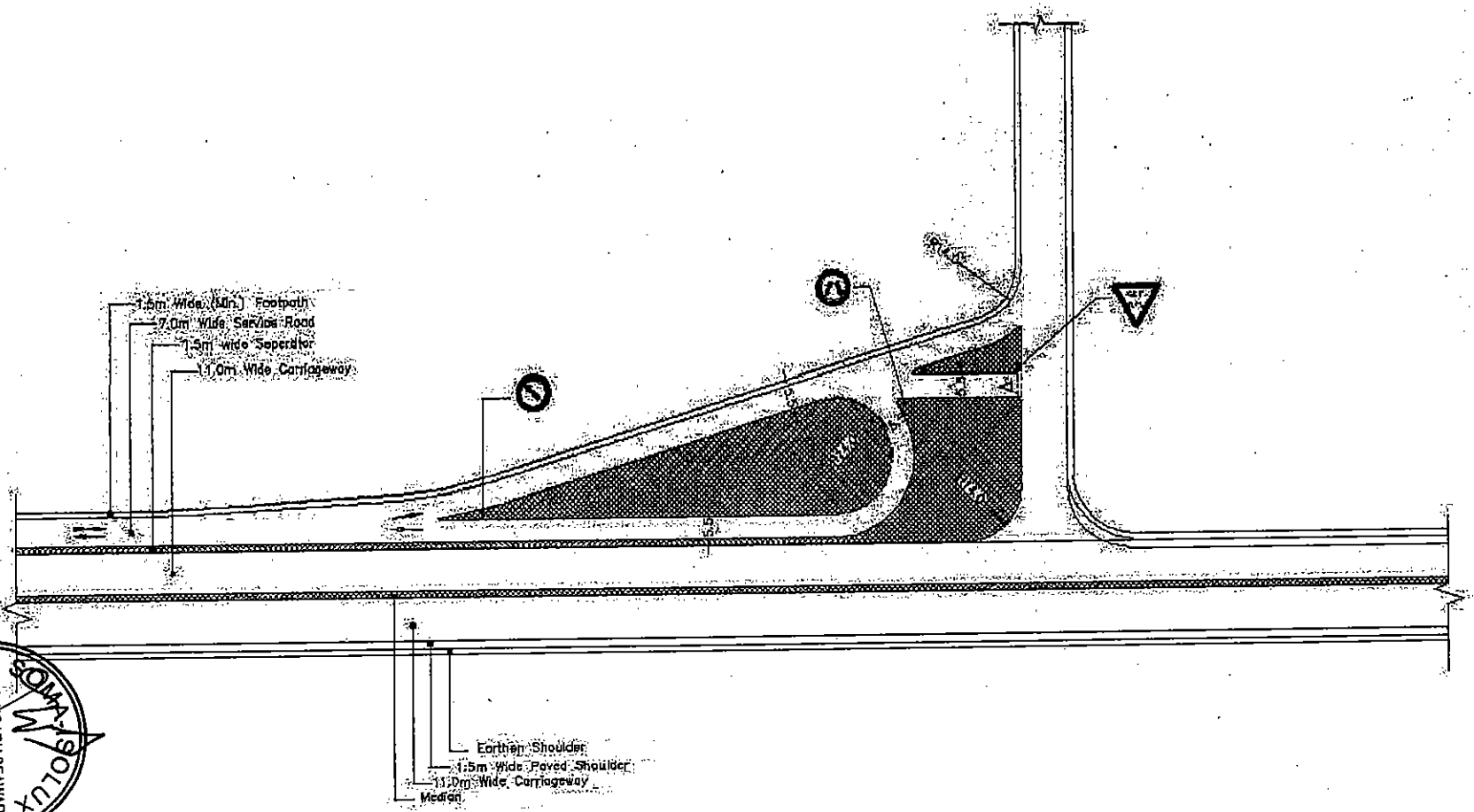
Figure: 2.1C
SCALE:- Not to Scale



Note:-

1. Detailed system of Road Markings as per IRC:35
2. Detailed system of Road Signs as per IRC:67

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS	DRAWING TITLE Suggestive Layout for Entry Ramp to Highway
	Figure: 2.1D
	SCALE:- Not to Scale



Note:

1. This suggestive layout shows meeting of service road with a cross road. The movements from cross road on to the main highway shall be dealt in accordance with Section 2.2.1 (3).
2. The other End of Service Road Shall be Provided with the End treatment as per Figure no. 2.1B.
3. Detailed system of Road Liaitkings as per IRC:35
4. Detailed system of Road Signs as per IRC:67

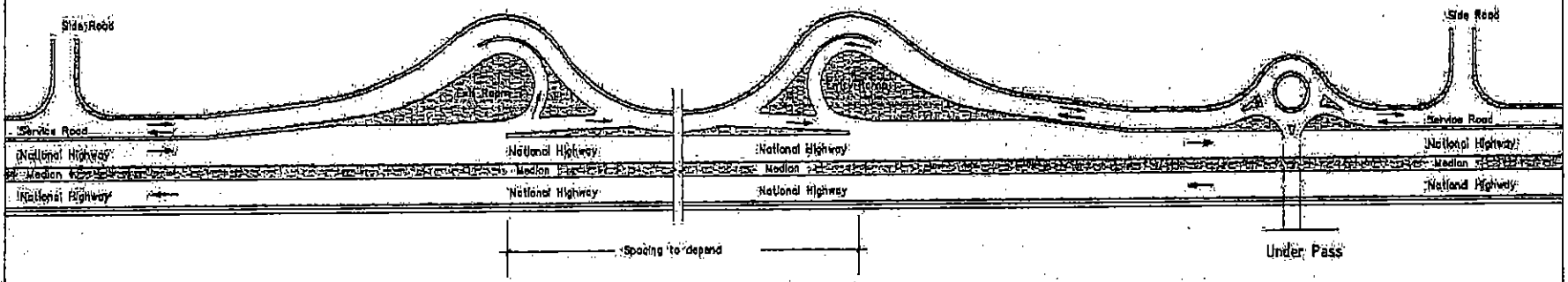
MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

Drawing no.:
Suggestive Layout of Service Road Ending at a junction with Cross Road

Figure: 2.2

SCALE:- Not to Scale

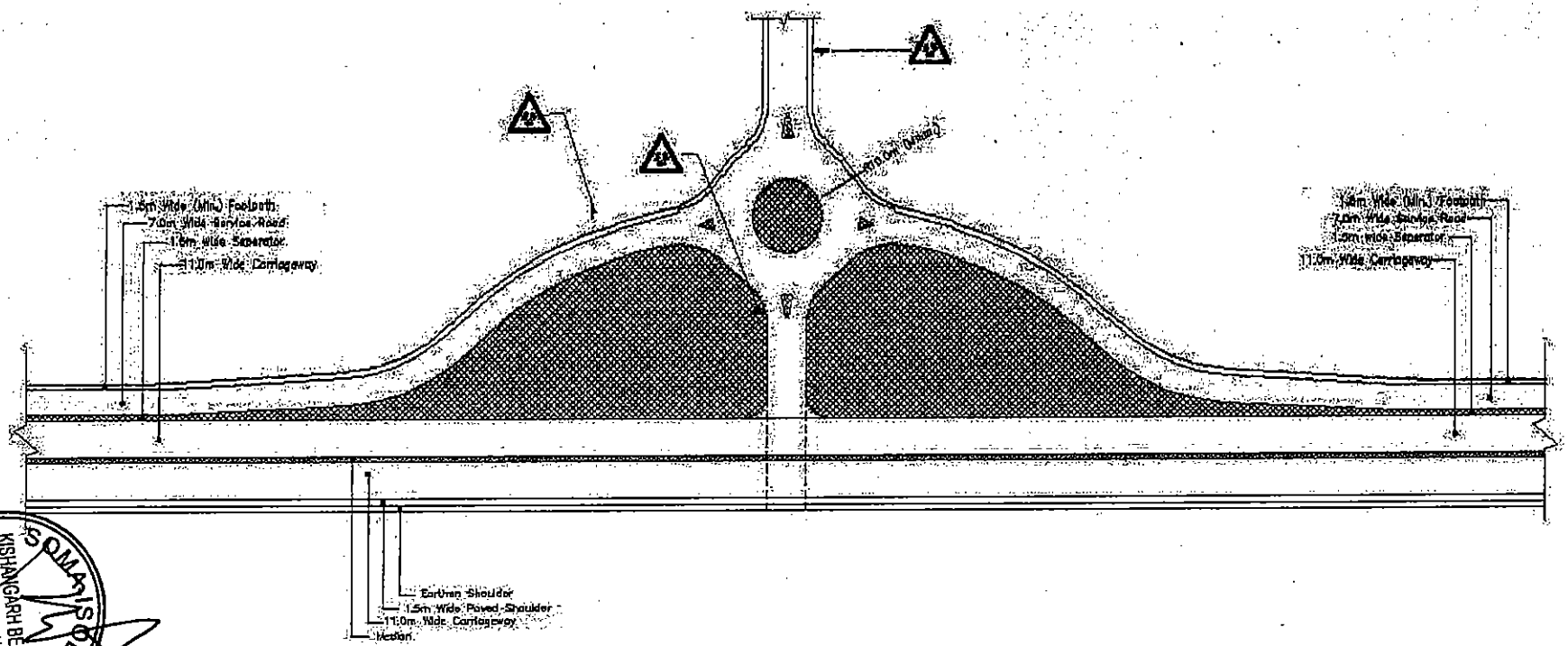
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Note:-

1. Detailed system of Road Markings as per IRC:35
2. Detailed system of Road Signs as per IRC:67

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS	DRAWING TITLE Suggestive Layout showing configuration of service road, entry/exit ramps, side road and underpass
	Figure: 23
	SCALE:- Not to Scale



Note:

1. This suggestive layout shows meeting of service road with a cross road. The movements from cross road on to the main highway shall be dealt in accordance with Section 2.2.1 (3).

2. The other End of Service Road Shall be Provided with the End treatment as per Figure no. 2.18.

3. Detailed system of Road Markings as per IRC:35

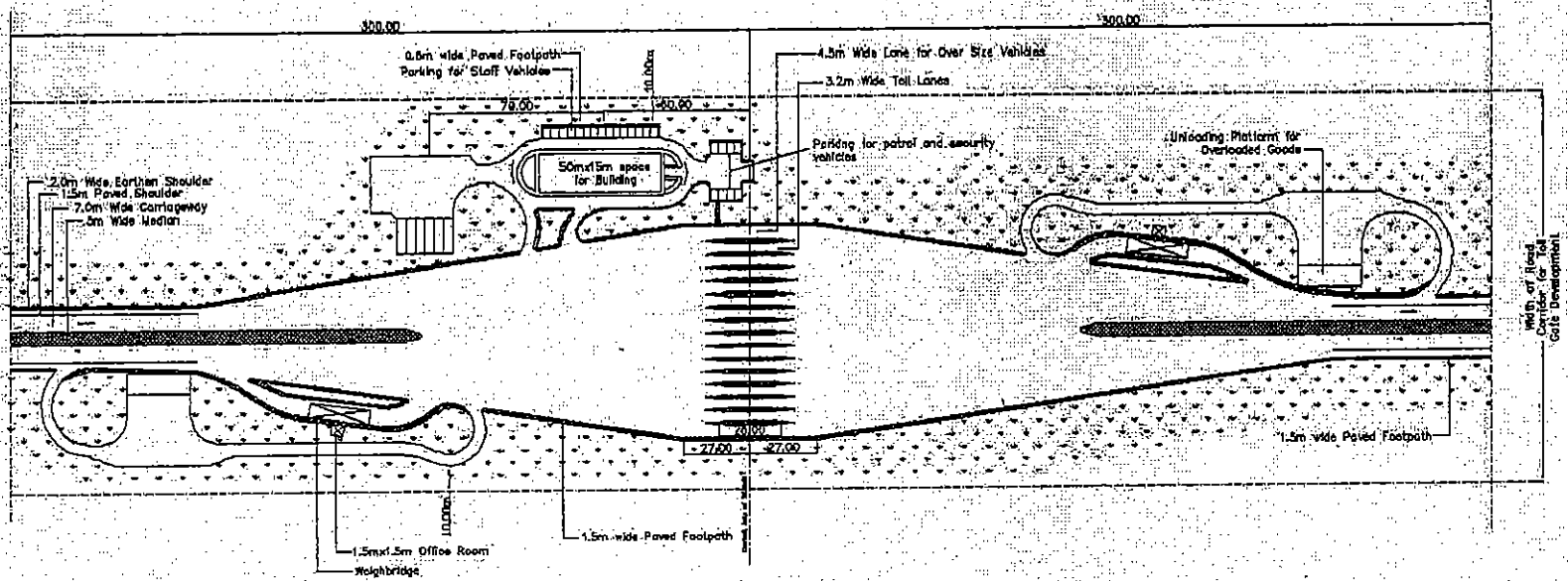
4. Detailed system of Road Signs as per IRC: 67

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DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

Suggestive Layout of Service Road Continuing at Intersection

Figure: 2.4

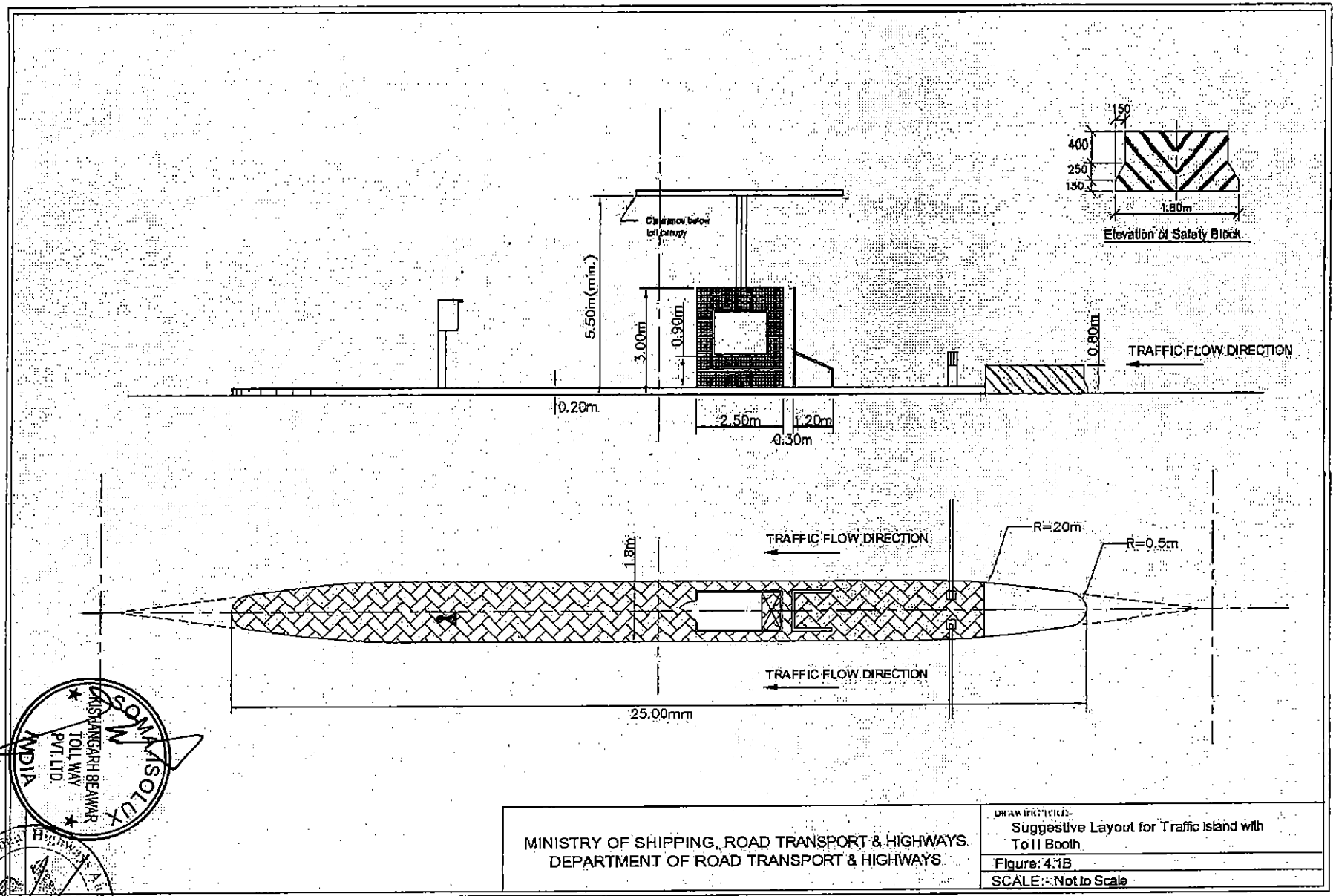
SCALE:- Not to Scale



Note:-
Detailed system of Road Markings as per IRC:35

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS	DRAWING TITLE: Suggestive Layout for a Toll Plaza
	Figure: 4.1A
	SCALE:- Not to Scale

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MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

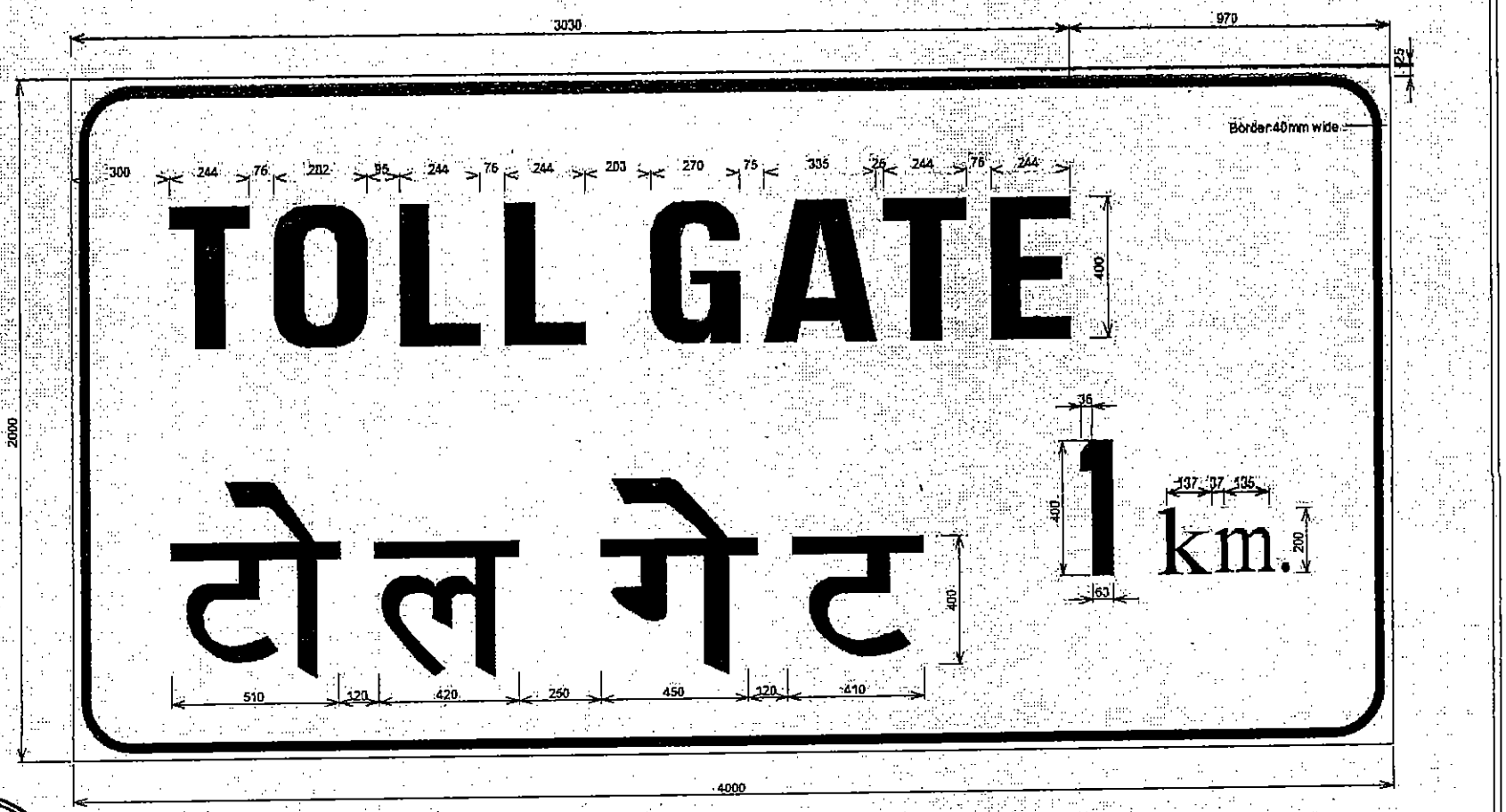
DRAWING TITLE:-
Suggestive Layout for Traffic Island with Toll Booth

Figure: 4.1B

SCALE:- Not to Scale

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National Highways Authority of India New Delhi

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS	DRAWING TITLE: Sign Panel for Toll Gate at 1 Km
	Figure: 4.2A
	SCALE:- Not to Scale



Note:-
Local language instead of Hindi shall be used if the local language is other than Hindi.

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

DRAWING TITLE:
Sign Panel for Toll Gate at 500 m

Figure: 4.2B

SCALE:- Not to Scale

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New Delhi



MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

DRAWING TITLE:
Sign Panel for Start of Toll Road

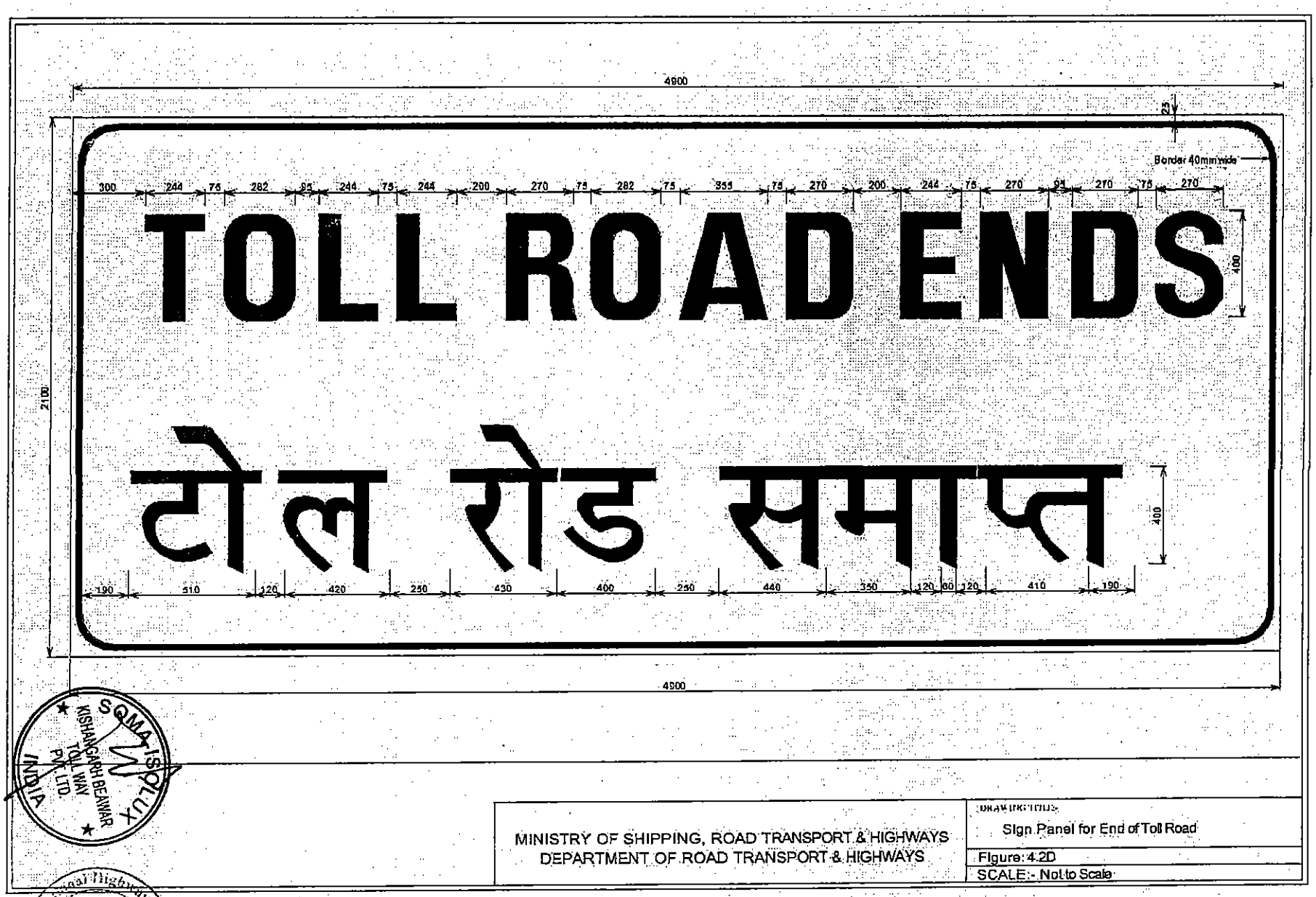
Figure: 4.2C

SCALE:- Not to Scale

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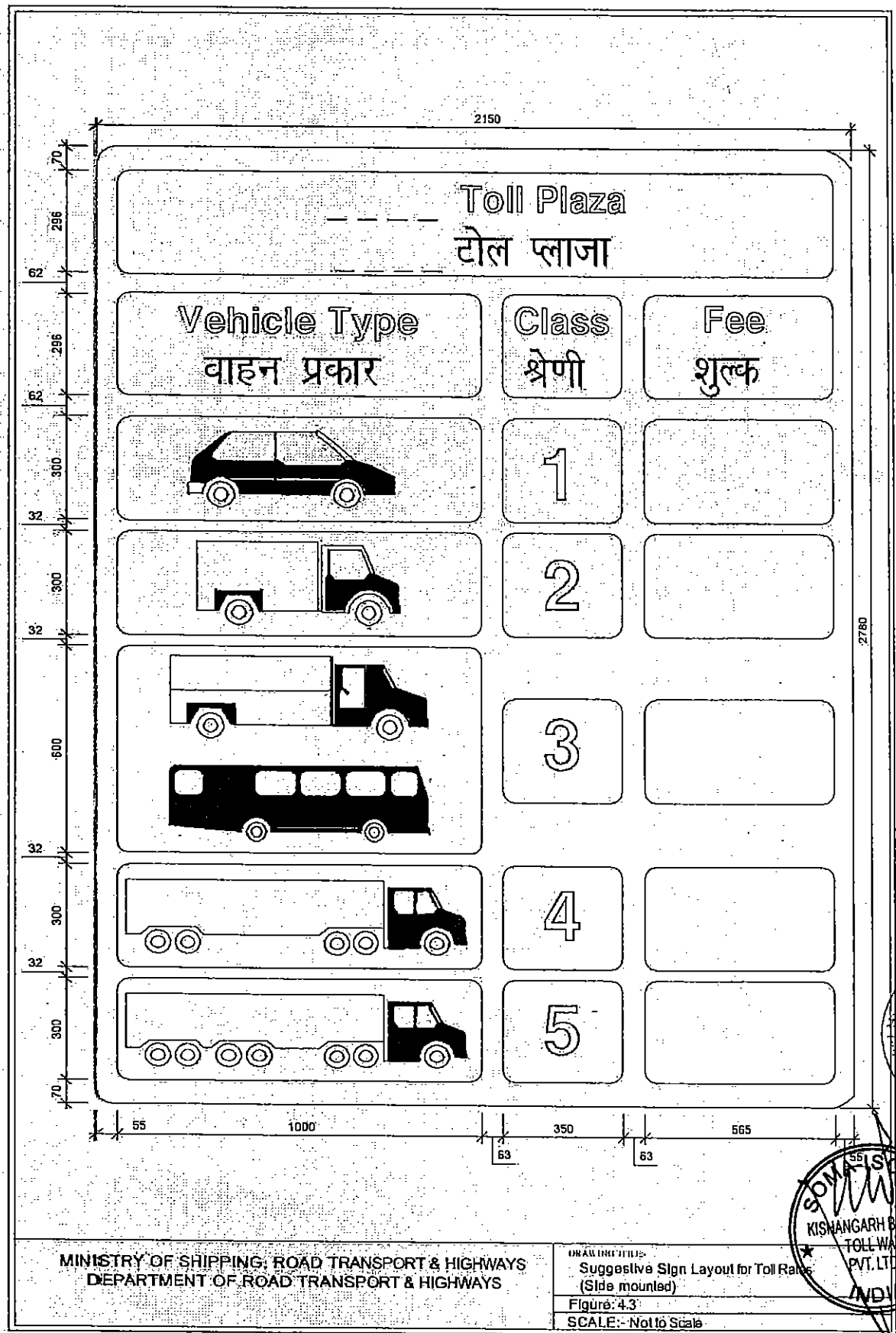
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MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS	DRAWING TITLE: Sign Panel for End of Toll Road
	Figure: 4.2D
	SCALE:- Not to Scale

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MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

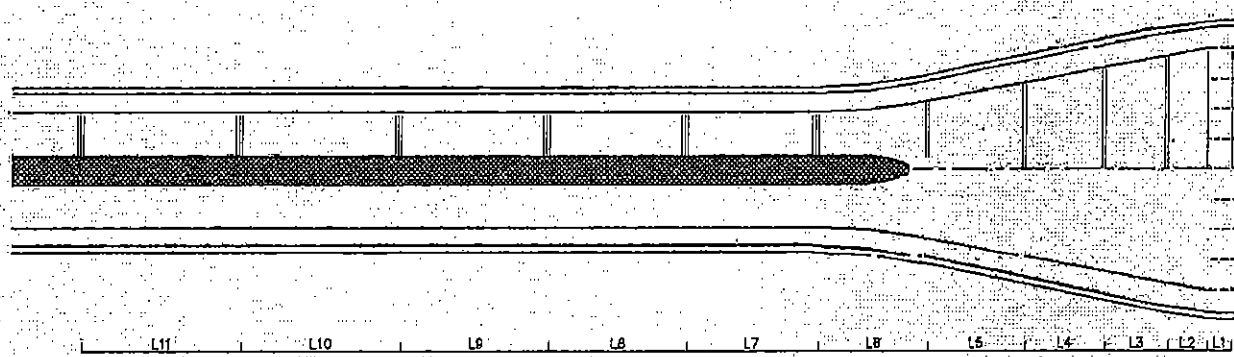
DRAWING TITLE:
Suggestive Sign Layout for Toll Rates
(Side mounted)

Figure: 4.3

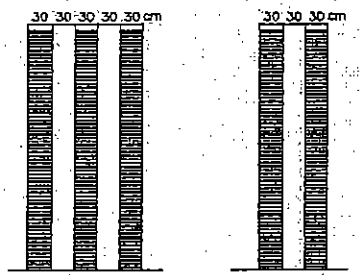
SCALE:- Not to Scale

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TOLL WAY
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INDIA



Distance from Previous Bar Marking (M)	No of Bar Markings
L1 = 5	1
L2 = 9	1
L3 = 13	2
L4 = 17	2
L5 = 20	2
L6 = 23	2
L7 = 26	3
L8 = 28	3
L9 = 30	3
L10 = 32	3
L11 = 32	3



WHITE TRANSVERSE BAR MARKING

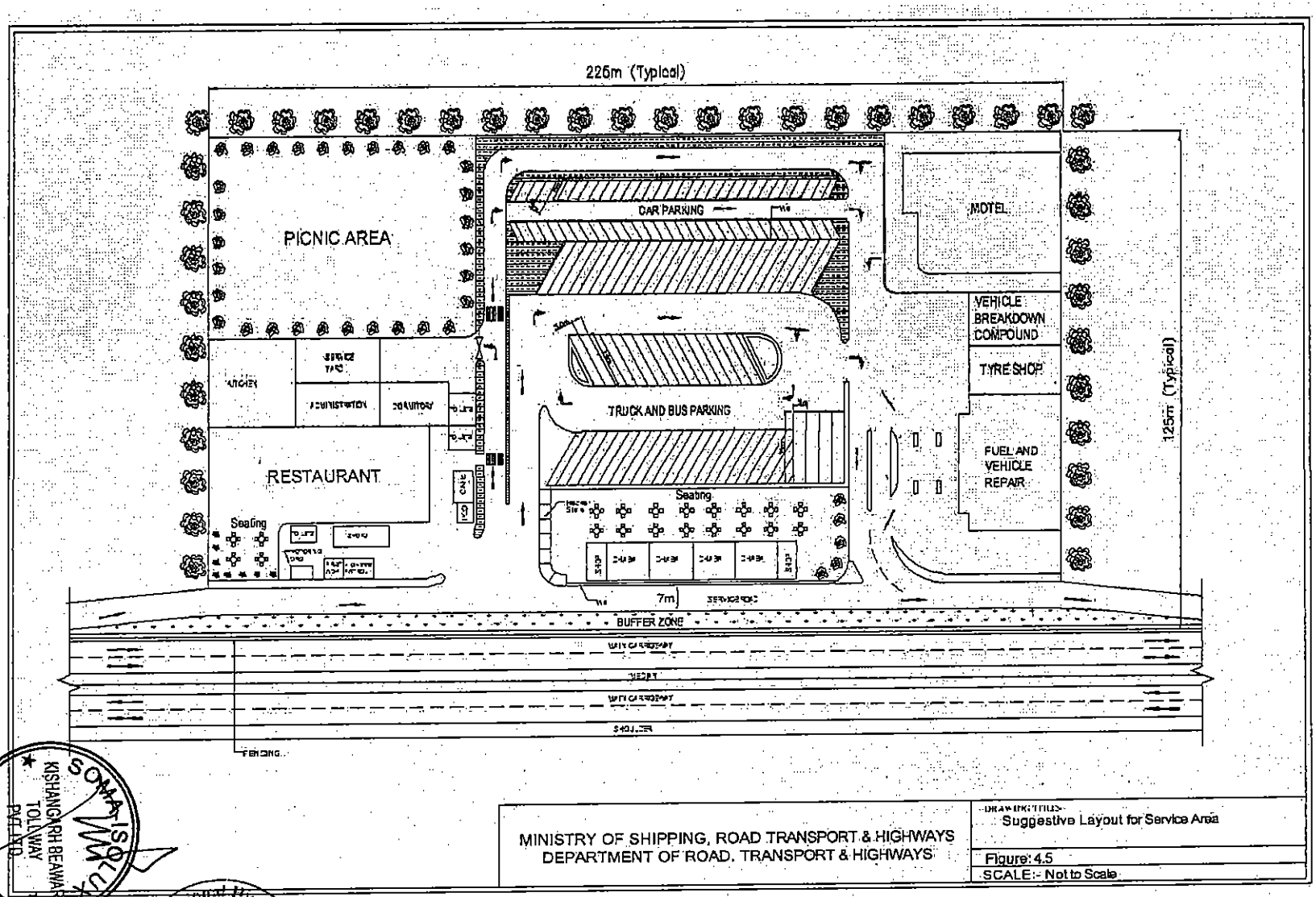
Note:-
Detailed system of Road Markings as per IRC:35

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New Delhi

MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS	DRAWING TITLE: Details of Suggestive Transverse Bar Markings for Speed Control at Toll Plaza Figure: 4.4 SCALE:- Not to Scale

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New Delhi

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.

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SCHEDULE –F
(See Clause 9.1)

PERFORMANCE SECURITY

The Chairman,
National Highways Authority of India
New Delhi

WHEREAS:

(A) **** (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 the km 364.125 to km 58.245 (Kishangarh – Ajmer - Beawar section of National Highway No. 8 on build, operate and transfer ("**BOT**") 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.39.75 Crores(Rupees Thirty Nine Crores and Seventy Five Lakhs 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 20% (twenty per cent) of the Total Project Cost which is deemed to be Rs 159 cr. 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 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 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 ***, 2009 at ***.

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Address)

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National Highways Authority of India New Delhi

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 270th (two hundred and seventieth) 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 455th (four hundred and fifty fifth) day from the Appointed Date (the "**Project Milestone-II**").

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

4 Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the 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 and 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

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Six-

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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.

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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

2.1 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.

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ANNEX-I
(Schedule-H)
List of Drawings

1. The Project Highway drawings, as defined in Clause 1.1, Definitions, Article 1, Definitions and Interpretation, Part-I: Preliminary, of the Concession Agreement shall consist:

   (a) Working Drawings of all the components/elements of the Project Highway as determined by Independent Engineer/NHAI, and

   (b) As-built drawings for the Project Highway components / elements as determined by IE/NHAI. As-built drawings shall be duly certified by Independent Engineer.

2. 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

   (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

   (p) General arrangement of Base camp and Administrative Block

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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 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 Proj ect 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/Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate or the Provisional Certificate, as the case may be, 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 of the Kishangarh – Ajmer- Beawar Section of NH-8 from km 364.125 to km 58.245 (the "**Project Highway**") on build, operate and transfer (BOT) basis, through **Soma Isolux Kishangarh Beawar Tollway Private Limited** , 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)

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PROVISIONAL 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 of the Kishangarh – Ajmer- Beawar Section of NH-8 from km 364.125 to km 58.245 (the **"Project Highway"**) on build, operate and transfer (BOT) basis through *Soma Isolux Kishangarh Beawar Tollway Private Limited*, hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.

2 Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire, I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Highway, pending completion thereof.

3 In view of the foregoing, I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into commercial operation on this the *** day of *** 20**.

ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE by:	SIGNED, SEALED AND DELIVERED For and on behalf of INDEPENDENT ENGINEER by:
(Signature) (Name and Designation) (Address)	(Signature) (Name and Designation) (Address)

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD.

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

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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.

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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.[1]

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

[1]MoSRTH may, in consultation with IRC, by order modify the values and periods specified herein, but such modification shall take effect only if it is included in the respective bidding documents.

(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
(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**		
	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	-	15 days

road structures

(f) Rest areas

(i)	Cleaning of toilets	- Every 4 hours
(ii)	Defects in electrical, water and sanitary installations	- 24 hours

(g) Toll plaza[s]

(i)	Failure of toll collection equipment or lighting	- 8 hours
(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

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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 MOSRTH;

(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/MOSRTH 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 MOSRTH 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 alongwith 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.

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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/ MOSRTH 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.

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SCHEDULE –M
(See clause19.5)

MONTHLY FEE STATEMENT

Project Highway: **Month:**

Type of Vehicle	For Corresponding Month of Previous Year		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 Multi-axle Truck							
F Oversized vehicle							
G **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:

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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 Multi-axle Truck			
A6 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 Tractor			
Total (C)			
D Total Traffic (A+B-C) D1 Motor Cycle			
D2 Car			
D3 LCV			
D4 Bus			
D5 Truck			
D6 Multi-axle Truck			
D7 Oversized vehicle			
D8 Tractor			
Grand Total (E)			

Remarks, if any:

WEEKLY REPORT FOR WEIGH STATIONS

Project Highway: **Week ending:**

Type of Vehicle	Permitted Gross Vehicle Weight (Tonnes)	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 Multi-axle Truck						
D **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 Multi-axle Trucks.

Remarks, if any:

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National Highways Authority of India New Delhi

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 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

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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 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 MoSRTH shall not be eligible for appointment as Independent Engineer.

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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 **Soma Isolux Kishangarh Beawar Tollway Private Limited** (the "**Concessionaire**") for Six-Laning of the Kishangarh – Beawar section (km 364.125 to km 58.245) of National Highway No. 8 in the State on build, operate and transfer (BOT) 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/ Provisional Certificate 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.

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 MOSRTH (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

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Authority of India New Delhi

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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

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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 or Provisional Certificate, as the case may be. 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 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

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National Highways Authority of India

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 5 (five) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening 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 10 (ten) 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.

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,

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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.

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National Highways Authority of India New Delhi

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SCHEDULE –R

(See Clause 27.1.1)

FEE NOTIFICATION

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department 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 Shipping, 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 section of national highway from Km 364.125 to Km 58.245 (Kishangarh-Ajmer-Beawar Section) of National Highway No. 8 in the state of Rajasthan 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 **Soma Isolux Kishangarh Beawar Tollway Private Limited,** having its Registered Office at 8th Floor, Block B, Vatika Towers Golf Links Road, Sector-54, Gurgaon, Haryana, 122002 (hereinafter referred to as "Concessionaire") for the development of the Kishangarh-Ajmer-Beawar section from Km 364.125 to Km 58.245 (hereinafter referred to as the said section) of the national highway No. 8 on Build, Operate and Transfer (BOT) 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, 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 stretch from Km 364.125 to km 58.245 (Kishangarh-Ajmer-Beawar Section) of National Highway No.8, in the State of Rajasthan at the rates specified in the aforesaid Rules and authorizes 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.

The fee levied and collected hereunder shall be due and payable at the following Toll Plazas for the distance specified for each such Toll Plaza:

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National Highways Authority of India New Delhi

S. No.	Location of Toll Plaza	Length (in km), for which Fee is payable
1	At Km 379.000 (existing chainage)	46.78
2	At Km 46.000 (existing chainage)	46.78

F.No. RW/NH-.....

(Name)

Deputy Secretary to the Government of India

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Road Transport and Highways)

NOTIFICATION

New Delhi, the 5th December, 2008

G.S.R. 838(E).—In exercise of the powers conferred by section 9 of the National Highways Act, 1956 (48 of 1956) and in supersession of the National Highways (Temporary Bridges) Rules, 1964, the National Highways (Collection of Fees by any person for the Use of Section of National Highways/Permanent Bridge/Temporary Bridge on National Highways) Rules, 1997, the National Highways (Fees for the Use of National Highways Section and Permanent Bridge - Public Funded Project) Rules, 1997 and the National Highways (Rate of Fees) Rules, 1997, except as respects things done or omitted to be done before such supersession, the Central Government hereby makes the following rules for collection of fee for use of sections of national highways, permanent bridges, bypasses and tunnels, namely:-

1. Short title and commencement. - (1) These rules may be called the National Highways Fee (Determination of Rates and Collection) Rules, 2008.

(2) They shall come into force on the date of their publication in the Official Gazette.

(3) They shall not apply to agreements and contracts executed and bids invited prior to the publication of these rules.

2. Definitions.– (1) In these rules, unless the context otherwise requires,-

(a) "Act" means the National Highways Act, 1956;

(b) "base year" means the period from 1st April 2007 to 31st March 2008;

(c) "bypass" means a section of the national highway bypassing a town or city;

(d) "concessionaire" means a person with whom an agreement has been entered into under section 8A of the Act;

(e) "elevated highway" means any section of national highway raised above ground level through support of piers or columns;

(f) "executing authority" means an officer or authority notified by the Central Government under section 5 of the Act;

(g) "expressway" means a national highway having a divided carriageway suitable for high speed traffic and with control of access;

(h) "financial year" means the year commencing on the 1st day of April of a year and ending on 31st day of March of the succeeding year;

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(i) "gross vehicle weight" in respect of any vehicle means the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (59 of 1988);

(j) "lane" means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimeters;

(k) "mechanical vehicle" means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicles Act,1988;

(l) "notification" means a notification published in the Official Gazette;

(m) "private investment project" means a project relating to section of national highway, permanent bridge, bypass or tunnel, as the case may be, for which an agreement is entered into with a concessionaire;

(n) "public funded project" means a project which is not a private investment project, as defined in clause (m) above and includes a private investment project in respect of which the agreement has expired;

(o) "toll plaza" means any building, structure or booth made for collection of fee.

(2) Words and expressions used herein and not defined but defined in the National Highways Authority of India Act, 1988 shall have the meanings respectively assigned to them in that Act.

3. Levy of fee.- (1) The Central Government may by notification, levy fee for use of any section of national highway, permanent bridge, bypass or tunnel forming part of the national highway, as the case may be, in accordance with the provisions of these rules:

Provided that the Central Government may, by notification, exempt any section of national highway, permanent bridge, bypass or tunnel constructed through a public funded project from levy of such fee or part thereof, and subject to such conditions as may be specified in that notification.

(2) The collection of fee levied under sub-rule (1) of rule 3, shall commence within forty- five days from the date of completion of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, constructed through a public funded project.

(3) In case of private investment project, the collection of fee levied under sub-rule (1) shall be made in accordance with the terms of the agreement entered into by the concessionaire.

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(4) No fee shall be levied for the use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, by two wheelers, three wheelers, tractors and animal drawn vehicles:

Provided that three wheelers, tractors and animal-drawn vehicles shall not be allowed to use the section of national highway, permanent bridge, bypass or tunnel, as the case may be, where a service road or alternative road is available in lieu of the said national highway, permanent bridge, bypass or tunnel:

Provided further that where service road or alternative road is available and the owner, driver or the person in charge of a two wheeler is making use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, he or she shall be charged fifty per cent. of the fee levied on a car.

Explanation1.- For the purposes of this rule,- (a) "alternative road" means such other road, the carriageway of which is more than ten meters wide and the length of which does not exceed the corresponding length of such section of national highway by twenty per cent. thereof;

(b) "service road" means a road running parallel to a section of the national highway which provides access to the land adjoining such section of the national highway.

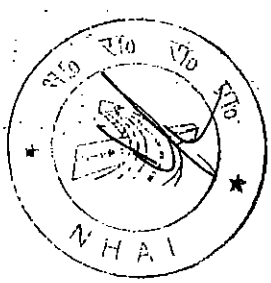
(5) The fee notified by the Central Government under these rules shall be rounded off and levied in multiple of the nearest Rupees five.

4. Base rate of fee.- (1) The rate of fee for use of the section of national highway, permanent bridge, bypass or tunnel constructed through public funded project or private investment project shall be identical.

(2) The rate of fee for use of a section of national highway of four or more lanes shall, for the base year 2007-08, be the product of the length of such section multiplied by the following rates, namely:-

Type of Vehicle	Base rate of fee per km (in Rupees)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck	2.20
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (three to six axles)	3.45
Oversized Vehicles (seven or more axles)	4.20

Explanation.- For the purposes of this rule,-





(a) "car" or "jeep" or "van" or "light motor vehicle" means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;

(b) "light commercial vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilograms but less than twelve thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve but does not exceed thirty two excluding the driver;

(c) "truck" or "bus" means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilograms but less than twenty thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty two, excluding the driver;

(d) "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 three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilograms but less than sixty thousand kilogram; and

(e) "oversized vehicle" means any mechanical vehicle having seven or more axles or vehicle with a gross vehicle weight exceeding sixty thousand kilograms.

(3) The rate of fee for use of a section of national highway, having two lanes and on which the average investment for up gradation has exceeded Rupees one crore per kilometer, shall be sixty per cent. of the rate of fee specified under sub-rule (2) of rule 4.

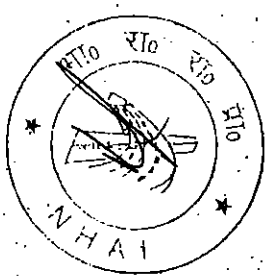
(4) The rate of fee for use of permanent bridge, bypass or tunnel constructed with the cost exceeding Rupees ten crore, shall, for the base year 2007-08, be as follows:-

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Base rate of fee (Rupees per vehicle per trip)					
Cost of permanent bridge, bypass or tunnel (Rupees in crore)	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Truck or Bus	HCM, EME or MAV	Oversized Vehicle
10 to 15	5	7.50	15	22	30
For every additional Rupees five crore or part thereof, exceeding Rupees fifteen crore and up to Rupees one hundred crore.	1	1.50	3	4.50	6
For every additional Rupees five crore or part thereof, exceeding Rupees one hundred crore and upto Rupees two hundred crore.	0.75	1.15	2.25	3.40	4.50
For every additional Rupees five crore or part thereof, exceeding Rupees two hundred crore.	0.50	0.75	1.50	2.25	3

Provided that while computing fee for the section of national highway on which a permanent bridge, bypass or tunnel costing Rupees fifty crore or more is situated, the length of such permanent bridge, bypass or tunnel shall be excluded from the length of such section of national highway and fee shall be levied at the rates specified for such permanent bridge, bypass and tunnel.





Provided further that where the cost of such permanent bridge, bypass or tunnel, as the case may be, is less than Rupees fifty crore, and the said permanent bridge, bypass or tunnel, form part of the section of national highway, then instead of above rate of fee, the rate of fee specified under sub-rule (2) of rule 4 shall be applicable for such permanent bridge, bypass or tunnel.

Explanation.- For the purpose of this sub-rule,-

(a) the cost for private investment project, shall be the cost as assessed by the executing authority prior to invitation of bids from the concessionaire ;

(b) the cost for public funded project shall be the cost as assessed by the executing authority six months prior to completion thereof.

5. Annual revision of rate of fee.-(1) The rates specified under rule 4 shall be increased without compounding, by three per cent. each year with effect from the 1st day of April, 2008 and such increased rate shall be deemed to be the base rate for the subsequent years.

(2) The applicable base rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 (i.e. 208.7) and the week ending on or immediately after January 1 of the year in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index.

(3) The formula for determining the applicable rate of fee shall be as follows:-

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \left\{ \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \right\} \times 0.4$$

Explanation.- for the purposes of this sub-rule,-

(a) applicable rate of fee shall be the rate payable by the user;

(b) base rate shall be the rate specified in rule 4 read with sub-rule (1) of rule 5;

(c) WPI A means the wholesale price index of the week ending on or subsequent to 1st January immediately preceding the date of revision under these rules; and

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(d) WPI B means the wholesale price index of the week ending on 6th January, 2007 i.e. 208.7.

Illustration:

If the revision is to be made for the year 2008-09 by applying the wholesale price index of the week ending on 5th January 2008 (i.e. 216.6), then the rate for car, jeep or van will be 0.6796 as computed below:

$$\text{Applicable rate of fee: } 0.6695 + 0.6695 \times \left\{ \frac{216.6 - 208.7}{208.7} \right\} \times 0.4 = 0.6796$$

(4) Annual revision of rate of fee under this rule shall be effective from first of April every year.

6. Collection of fee.- (1) Fee levied under these rules shall be collected by the Central Government or the executing authority or the concessionaire, as the case may be, at the toll plaza.

(2) Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of national highway, permanent bridge, bypass or tunnel, before crossing the toll plaza, pay the fee specified under these rules.

(3) The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other like device:

Provided that no additional charges shall be realised for making the payment of fee by use of a smart card or on board unit (transponder) or any other such device.

(4) Any driver, owner or person in charge of a mechanical vehicle who opts for the installation of on board unit (transponder) or any other such device for payment of fee, shall deposit a refundable security equivalent to the cost of the equipment with the Central Government, the executing authority or the concessionaire, as the case may be, for such installation and no interest shall accrue on such security deposit.

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(5) The person receiving such fee under sub-rule (2) of rule 6, shall issue to the driver, owner or person in charge of mechanical vehicle a receipt, specifying therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received:

Provided that where the fee is paid through smart card or on board unit (transponder) or any other such device, a receipt shall be issued on demand only.

(6) The fee shall be collected in perpetuity by the Central Government or the executing authority, as the case may be, and for a specified period in accordance with the terms of the agreement entered into by the concessionaire.

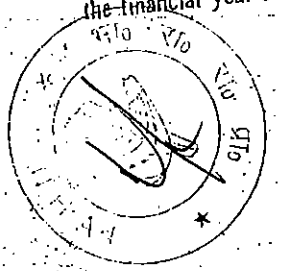
(7) In respect of public funded projects the fee levied under these rules shall be collected by the Central Government, or the executing authority, as the case may be, through its own officials or through a contactor.

7. **Remittance and appropriation of fee.**—(1) In case of public funded projects, the fee collected under the provisions of these rules by every executing authority shall be remitted to the Central Government:

Provided that the Central Government may by notification allow any or all executing authorities to appropriate the whole or any part of the fee for such purposes and subject to such conditions as may be specified in the said notification:

Provided further that in case of private investment projects, the fee collected under the provisions of these rules shall be appropriated by the concessionaire in accordance with the provisions of and for the performance of its obligations under the agreement entered into by such concessionaire.

(2) Every executing authority shall remit to the Central Government, the amount of fee collected over and above the amount permitted to be appropriated by the executing authority under sub-rule (1) of rule 7, within ninety days from the date of the closing of the financial year along with an annual return showing the amount collected and the





expenditure incurred on collection of fee, including the administrative and management expenses.

(3) The Central Government shall by notification determine the administrative and management expenses which may be allowed to be deducted and retained by the executing authority.

8. **Location of toll plaza.**- (1) The executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometers from a municipal or local town area limits:

Provided that the executing authority may, for reasons to be recorded in writing, locate or allow the concessionaire to locate a toll plaza within a distance of ten kilometers of such municipal or local town area limits, but in no case within five kilometers of such municipal or local town area limits:

Provided further that where a section of the national highway, permanent bridge, bypass or tunnel, as the case may be, is constructed within the municipal or town area limits or within five kilometers from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometers from such limits.

(2) Any other toll plaza on the same section of national highway and in the same direction shall not be established within a distance of sixty kilometers:

Provided that where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire to establish another toll plaza within a distance of sixty kilometers:

Provided further that a toll plaza may be established within a distance of sixty kilometers from another toll plaza if such toll plaza is for collection of fee for a permanent bridge, bypass or tunnel.

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9. Discounts.-(1) The executing authority or the concessionaire, as the case may be, shall upon request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule (2) of rule 9.

(2) A driver, owner or person in charge of a mechanical vehicle who makes use of the section of national highway, permanent bridge, bypass or tunnel, may opt for such pass and he or she shall have to pay the fee in accordance with the following rates, namely:-

Amount payable	Maximum number of one way journeys allowed	Period of validity
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys.	Fifty	One month from date of payment

(3) A person who owns a mechanical vehicle registered for non-commercial purposes and uses it as such for commuting on a section of national highway, permanent bridge, bypass or tunnel, may obtain a pass, on payment of fee at the base rate for the year 2007-2008 of Rupees one hundred and fifty per calendar month and revised annually in accordance with rule 5, authorising it to cross the toll plaza specified in such pass:

Provided that such pass shall be issued only if such driver, owner or person in charge of such mechanical vehicle resides within a distance of twenty kilometers from the toll plaza specified by such person and the use of such section of national highway, permanent bridge, bypass or tunnel, as the case may be, does not extend beyond the toll plaza next to the specified toll plaza.

Provided further that no such pass shall be issued if a service road or alternative road is available for use by such driver, owner or person in charge of a mechanical vehicle.

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(4) No pass shall be issued or fee collected from a driver, owner or person in-charge of a mechanical vehicle that uses part of the section of a national highway and does not cross a toll plaza.

10. **Rate of fee for overloading.**- (1) Without prejudice to the liability of the driver, owner or a person in charge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under sub-rule (2) of rule 4, shall be liable to pay fee at such rate which is applicable for the next higher category of mechanical vehicles:

Provided that the payment of such fee for overloading shall not entitle a driver or owner or a person in charge of a mechanical vehicle to make use of such national highway and his or her vehicle shall be prevented from using the national highway or crossing the toll plaza until the excess load has been removed from such mechanical vehicle.

(2) The weight of a mechanical vehicle, as recorded at a weighbridge installed at the toll plaza, shall be the basis for levying the fee for overloading under this rule:

Provided that where no weighbridge has been installed at the toll plaza, no fee for overloading shall be levied and collected under this rule and the driver, owner or person incharge of the mechanical vehicle shall be liable to pay fee applicable for such vehicle only.

11. **Exemption from payment of fee.**- (1) No fee shall be levied and collected from a mechanical vehicle,-

(a) transporting and accompanying,-

(i) the President of India;
(ii) the Vice-President of India;
(iii) the Prime-Minister of India;
(iv) the Chief Justice of India;
(v) the Governor;
(vi) the Lieutenant Governor;
(vii) the Union Minister;

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(viii) the Chief Minister;

(ix) the Judge of Supreme Court;

(x) the Chairman of the Council of State;

(xi) the Speaker of the House of People;

(xii) the Chairman of the Legislative Council of the State;

(xiii) the Speaker of the Legislative Assembly of the State;

(xiv) the Chief Justice of High Court;

(xv) the Judge of High Court;

(xvi) Ministers of States; and

(xvii) Foreign dignitaries on State visit.

(b) used for official purposes by,-

(i) the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made thereunder, as extended to Navy also;

(ii) the Central and State armed forces in uniform including para military forces and police;

(iii) an executive Magistrate;

(iv) a fire-fighting department or organisation;

(v) the National Highway Authority or any other organisation or person using such vehicle for inspection, survey, construction or operation and maintenance thereof; and

(c) used as ambulance.

12. Display of Information.- (1)The executing authority or the concessionaire, as the case may be, shall publish a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper, each in English and vernacular language, having a wide circulation in such area.

(2) The executing authority shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and local language five hundred meters ahead of the toll plaza,-

(i) the amount of fee payable for each class of vehicles and the discounts available under rule 9;

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(ii) the categories of vehicles exempted from payment of fee; and

(iii) the name, address and telephone or contact number of the executing authority or the concessionaire, as the case may be.

(3) The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

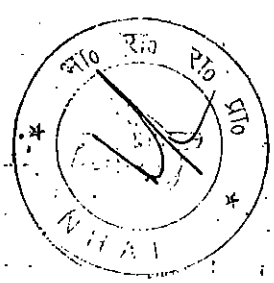
13. Unauthorised collection.- (1) An officer authorised by the Central Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the executing authority or the concessionaire, as the case may be, and recover the same from such authority or concessionaire , along with an additional sum equal to twenty five per cent. of the excess fee collected:

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to the executing authority or concessionaire, as the case may be.

(2) Any driver, owner or person incharge of a mechanical vehicle aggrieved by unauthorised collection of fee, may lodge a complaint with the officer authorised by the Central Government or the executing authority, as the case may be, in this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

14. Failure to pay fee.- (1) If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of national highway, permanent bridge, bypass or tunnel, his or her vehicle shall not be allowed to use such section of national highway, permanent bridge, bypass or tunnel and in case such vehicle obstructs the normal flow of traffic, the executing authority or the concessionaire, as the case may be, may get such obstructing vehicle removed from the national highway, permanent bridge, bypass or tunnel, as the case may be.

(2) Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the mechanical vehicle.





(3) Where the Central Government, executing authority or the concessionaire, as the case may be, has reason to believe that a mechanical vehicle is plying on a section of the national highway, permanent bridge, bypass or tunnel without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due from such vehicle.

15. Power of Central Government to verify records.- An officer duly authorised by the Central Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the executing authority or the concessionaire, as the case may be.

16. Collection of fee in respect of Private Investment Project.- (1) The fee levied under the provisions of sub-rule (3) of rule 3 shall be collected by the concessionaire till its agreement is in force.

(2) On and from the date of expiry of the agreement specified under sub-rule (3) of rule 3, the fee levied shall be collected by the Central Government or the executing authority, as the case may be.

17. Bar for installation of additional barrier.- No barrier shall be installed at any place, other than at the toll plaza, except with the prior permission in writing of the Central Government or the executing authority, as the case may be, who after being satisfied that there is evasion of fee, may allow on such terms and conditions as it may impose, the installation of such additional barrier by the Central Government, the executing authority or the concessionaire, as the case may be, within ten kilometers from the toll plaza, to check the evasion of fee:

Provided that the Central Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing, withdraw such permission.

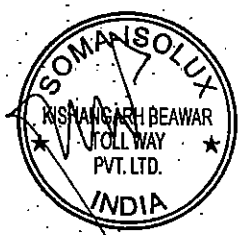
Provided further that where the Central Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the

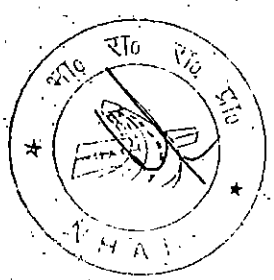
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concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a reasonable period.

[F. No. RW/NH-25016/1/2008/P&P]

P. K. TRIPATHI, Jt. Secy.





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SCHEDULE –S
(See Clause 31.1.2)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the *** day of *** 20**.

AMONGST

1 Soma Isolux Kishangarh Beawar Tollway Private **LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8th Floor, Block B, Vatika Towers Golf Links Road, Sector-54, Gurgaon, Haryana, 122002 (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:

The Authority has entered into a Concession Agreement dated *** with the Concessionaire (the "**Concession Agreement**") for Six-Laning of the Kishangarh – Ajmer - Beawar Section of NH-8 from km 364.125 to km 58.245 in the State of Rajasthan on build, operate and transfer (BOT) 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.

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India New Delhi

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

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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

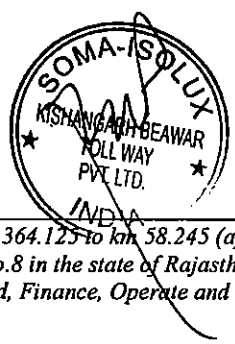
The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in 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 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) Any 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;

(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) debt service payments 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;

(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.

SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD. INDIA

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.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY Pvt. Ltd.

National Highways Authority of India New Delhi

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. The address for service of each Party and its facsimile number 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 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.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

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.)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK by:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED
For and on behalf of
NATIONAL HIGHWAYS AUTHORITY OF INDIA by:

(Signature)

(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

1.

2.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

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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) practising 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) practising 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 practising 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 SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY Private Limited (the **"Concessionaire"**) for Six-Laning of the Kishangarh – Ajmer - Beawar Section of NH-8 from km 364.125 to km 58.245 in the State of Rajasthan on Build, Operate and Transfer (BOT) 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 CONCESSIONAIRE by:	For and on behalf of NATIONAL HIGHWAYS AUTHORITY OF INDIA by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

2.

National Highways Authority of India

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 SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY Private Limited **LIMITED** , a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8th Floor, Block B, Vatika Towers Golf Links Road, Sector-54, Gurgaon, Haryana, 122002, (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 Six-Laning of the Kishangarh – Ajmer - Beawar Section of NH-8 from km 364.125 to km 58.245 in the State of Rajasthan on Build, Operate and Transfer (BOT) 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) 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

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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 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

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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 7 (seven) 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 7 (seven) 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.

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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

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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

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National Highways Authority of India New Delhi

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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. The address for service of each Party and its facsimile number 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. 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.

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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.)

SIGNED, SEALED AND DELIVERED
For and on behalf of
NATIONAL HIGHWAYS AUTHORITY OF INDIA by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)

In the presence of:

1.

2.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

SCHEDULE W
(See Clause 47.3)

STATE SUPPORT AGREEMENT

THIS STATE SUPPORT AGREEMENT is made on this _____day of _____ 2009 AMONGST

1 THE GOVERNOR OF **THE STATE OF Rajasthan** through the Secretary, Ministry of _____, **Government of Rajasthan**, (hereinafter referred to as "**GOR**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the One Part,

2 **National Highways Authority of India,** a statutory authority established under the provisions of the National Highways Authority of India Act, 1988, through its [.....] and having its principal office at G – 5 & 6, Sector – 10, Dwarka, New Delhi – 110 075 (hereinafter referred to as "NHAI" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns), of the Second Part,

AND

3 SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE **LIMITED**, a company incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at 8th Floor, Block B, Vatika Towers Golf Links Road, Sector-54, Gurgaon, Haryana, 122002 (hereinafter referred to as the "Concessionaire", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes) of the Third Part.

(Unless repugnant to the context or meaning thereof GOR, NHAI and the Concessionaire are hereinafter collectively referred to as "Parties" and singly as "Party")

WHEREAS

A The Government of India in the Ministry of Shipping, Road Transport & Highways has mandated as on date hereof and may entrust at any time to NHAI specified sections of various National Highways situated within the State of Rajasthan for, inter alia,

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improvement (including six laning), operation and maintenance on build, operate and transfer ("BOT") basis.

B The NHAI had decided to take up the improvement and strengthening of the existing carriageway from km 364.125 to km 58.245, on the Kishnagarh – Ajmer- Beawer section of National Highway No.6 (NH- 6) in the State of Rajasthan, India and widening thereof to 6 lanes and its improvement, operation and maintenance on BOT basis (the "Project") through award of concession on certain terms and conditions as set forth in the Concession Agreement (as defined hereinafter).

C NHAI had accordingly, invited Request for Proposals (the "RFP") for selection of BOT Entrepreneurs for, inter alia, execution and implementation of the said Project on BOT basis.

D NHAI had after evaluation of bids received, in response to the RFP, accepted the bid of the Consortium and had issued its Letter of Award vide Letter No. NHAI/BOT/Rj/11019/1/2008/129 dated 21st April 2009 (the"LOA") to the Consortium requiring, inter alia, the execution of the Concession Agreement pursuant thereto.

E The Consortium had promoted and incorporated the Concessionaire as a limited liability company to enter into the Concession Agreement pursuant to the LOA for undertaking, inter alia, the design, engineering, financing, procurement, utility shifting, tree cutting, improvement, construction, operation and maintenance of the Project on BOT basis as referred to in Recital B and to fulfill its other obligations under the Concession Agreement and had requested NHAI to accept the Concessionaire as the entity which shall undertake and fulfill and perform the obligations and exercise the rights of the Consortium under the LOA, including under the Concession Agreement to be entered into pursuant to the LOA.

F NHAI agreed to the said request of the Consortium and had accordingly entered into the Concession Agreement with the Concessionaire pursuant to the LOA for, inter alia, the design, engineering, financing, procurement, utility shifting, tree cutting, improvement, construction, operation and maintenance of the said Project Highway including the widening thereof to 6 lanes on BOT basis subject to and on the terms and conditions set forth therein including schedules forming part thereof.

G **GOR** recognizes that the implementation of the Project and its continued operation and maintenance under and in accordance with the Concession Agreement is necessary and

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required for the development of the State of Rajasthan in general and development of infrastructure for economic development and growth of the State in particular and acknowledges that to enable the implementation of the said Project, including to facilitate its financing and its operation and maintenance on BOT basis, in accordance with the Concession Agreement, it is necessary for the GOR to agree and undertake to support and extend complete cooperation to the Concessionaire and NHAI with respect to the implementation of the Project.

H GOR, NHAI and the Concessionaire have agreed that for the successful implementation of the Project, including performance of its obligations by the Concessionaire under and in accordance with the Concession Agreement requires extensive continued support and grant of certain rights and authorities as hereinafter set forth by **GOR** and is an essential pre-condition for mobilization of resources therefore by the Concessionaire and therefore it is necessary and expedient to enter into this Agreement.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following terms shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them.

1.1.1 "Agreement" means this Support Agreement and all annexures hereto and amendments if any thereto made in accordance with the provisions contained herein in this behalf.

1.1.2 "Concession Agreement" means the Concession Agreement dated _____ entered into between NHAI and the Concessionaire for, inter alia, the implementation of the Project as more fully described therein and shall include all of its annexures and appendices and any amendments thereto made in accordance with the provisions contained in this behalf therein.

1.1.3 "Cure Period" means the period specified in this Agreement for curing any breach or default under this Agreement by a Party and shall commence from the date on which

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notice is delivered to the Party in such breach or default by any of the other Parties requiring it to cure such breach or default.

1.1.4 "GOR Agency" means and department, body, authority, commission, instrumentality, agency, Municipality, Panchayat or other local authority or any statutory body or authority under the control of GOR or which is subject to supervision, direction or control of GOR in respect of any matter or which can be suspended, superseded or dissolved by GOR.

1.1.5 "Local Taxes" means any state or local taxes, duties, levies, cess, fee or octoroi or any import or surcharge of like nature on the whole or any part of the traffic including any motorized vehicles or goods while in transit on the whole or any part of the Project Highway.

1.1.6 "MOSRTH" means Ministry of Shipping, Road Transport and Highways, earlier Ministry of Road Transport & highways.

1.1.7 "Municipality" shall have the meaning as assigned to it in Article 243Q of the Constitution of India.

1.1.8 "Panchayat" shall have the meaning as assigned to it in Article 243B of the Constitution of India.

1.1.9 "State Support" means the obligations assumed and the facilities agreed to the provided by GOR to the Concessionaire hereunder or pursuant hereto and shall include the support obligations of the GOR as set forth in the Concession Agreement.

1.1.10 "Substitution Agreement" means the Substitution Agreement dated _____ entered into between the Senior Lenders, NHAI and the Concessionaire in relation to the Project and providing for substitution of the Concessionaire by any other person selected by the Senior Lenders in the manner and subject to and on the terms and conditions set forth therein and a copy of which is annexed hereto and marked as "Annexure 'A'."

1.2 The words and expressions beginning with or in capital letters used in this Agreement and not defined herein but defined in the Concession Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement. Words and expressions used in this Agreement and neither defined herein nor in the Concession Agreement but defined in the Substitution Agreement shall have the meaning respectively assigned to them in the Substitution Agreement.

1.3 In this Agreement unless the context otherwise requires-

(a) any reference to a any statue or any statutory provision shall include any amendment or re-enactment or consolidation thereof so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

(b) the words importing singular shall include plural and vice versa, and reference to a "person" and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity) and shall include Government Instrumentalities and GOR Agencies;

(c) the headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;

(d) terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein;

(e) the words "include" and "including" are to be construed without limitation.

(f) any reference to a "day" shall mean reference to a calendar day;

(g) any reference to "month" shall mean reference to a calendar month;

(h) the Annexures and appendices 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;

(i) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument,, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of **GOR** or NHAI hereunder or pursuant hereto in any manner whatsoever.

(j) References to Recitals, Clauses, Sub-clauses, Paragraphs, Annexures or Appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-clauses, Paragraphs, Annexures and Appendices of this Agreement.

(k) Any agreement, consent, approval, authorization, proposal, notice, communication, information or report required under or pursuant to this

Agreement from or by any Party or Senior Lender(s) shall be valid and effectual only if it is in writing under the hands of duty authorized representative of such Party or the Senior Lender(s), as the case may be, in this behalf and not otherwise; and

(l) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both days or dates.

(m) "Concessionaire" shall include Selectee under the Substitution Agreement.

2. TERM

2.1 This Agreement shall come into force on and from the date hereof and shall continue to be in full force and effect for (i) the period the Concession Agreement is in force and effect in accordance with the terms thereof including any extension thereof, or (ii) final determination and discharge by GOR of all of its liabilities and claims hereunder against it, whichever is later.

3. SUPPORT OF GOR

3.1 In Consideration of the Project being in the interests of the State of Rajasthan and its economic growth and development and the Concessionaire entering into the Concession Agreement and agreeing to comply with its obligations hereunder, GOR agrees and undertakes to observe, comply with and perform the following with reference to the Concession Agreement and the Project:

(i) enable continued access to the Site to the Concessionaire for peaceful use of and operations at the Site by the Concessionaire under and in accordance with the provisions of the Concession Agreement without any let or hindrance from **GOR** or persons claiming through or under it or any GOR Agency;

(ii) subject to the Concessionaire complying with Applicable Laws, including payment of prescribed fee and charges, if any, provide to the Concessionaire Applicable Permits to the extent **GOR** or any Governmental Instrumentality of **GOR** is entitled to issue;

(iii) upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities from any Governmental Instrumentality of **GOR** and to utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the

Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(iv) ensure that no barriers are erected or placed on the Project Highway by **GOR** or any **GOR** Agency that interrupts free flow of traffic on the Project Highway except on account of any law and order situation calamities, disasters (natural, accidental or due to any act or omission of any person or accident or otherwise) or upon national security considerations;

(v) provide the Concessionaire with assistance through a dedicated team against payment of prescribed fee and charges, if any, for regulation of traffic on the Project Highway;

(vi) provide the Concessionaire with police assistance in the form of dedicated highway patrol parties against payment of prescribed costs and charges, if any, for patrolling and provision of security on the Project Highway;

(vii) observe and comply with its obligations set forth in this Agreement;

(viii) support, cooperate with and facilitate NHAI and the Concessionaire in the implementation of the Project;

(ix) subject to and in accordance with the Applicable Laws including payment of prescribed fee and charges, if any, assist the Concessionaire in the procurement of all Applicable Permits required from any municipal and other local authorities and bodies including Panchayats in the State of Rajasthan for the implementation of the Project;

(x) ensure and procure, subject to and in accordance with the Applicable Laws, that all relevant municipal and other local authorities and bodies including Panchayats in the State of Rajasthan do not put any barriers or other obstructions on the Project Highway or accesses thereto that interrupt free flow of traffic on the Project Highway;

(xi) ensure and procure, subject to and in accordance with the Applicable Laws, that all relevant municipal and other local authorities and bodies including Panchayats in the State of Rajasthan do not levy or impose any Local Taxes on the Project Highway or on the traffic and or goods moving on the Project Highway without prior express written consent of the GOR and after prior consultation with NHAI;

(xii) support, cooperate with and facilitate the NHAI and the Concessionaire in the implementation and operation of the Project Highway in accordance with the provisions of the Concession Agreement;

(xiii) not do or omit to do any act, deed or thing which may in any manner be violative of or cause the Concessionaire to violate any of the provisions of the Concession Agreement; and

(xiv) observe and comply with all of its obligations setforth in this Agreement.

3.2 Notwithstanding anything to the contrary contained in the Agreement, **GOR** may construct and operate either itself or have the same, inter alia, built and operated on BOT

basis or otherwise any Expressway or other toll road, not being a bye-pass, between inter alia, Km **364.125 to Km. 58.245 of Kishangarh – Beawar Section of NH- 8** (the "Additional Tollway"), provided that such Additional Tollway shall not be opened to traffic before expiry of 10 (tenth) years from the Appointed Date

3.3 GOR agrees and undertakes that it shall not build and construct nor shall it cause to be built and constructed any Competing Road in breach of the Concession Agreement.

3.4 **GOR** agrees and undertakes that it shall not levy, nor permit or authorize any Panchayat or Municipality to levy, any property taxes on or for the Site or Project Highway any additional toll, fee, charge or other tax on the use of whole or any part of the Project Highway.

3.5 **GOR** acknowledges the rights of Senior Lenders and NHAI under the Substitution Agreement to undertake the substitution of the Concessionaire in accordance therewith and hereby covenants that upon substitution of the Concessionaire by the Selectee pursuant to and in accordance with the Substitution Agreement, it shall be deemed for the purposes of this Agreement that as if Selectee is a Party hereto and the Selectee 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 such substitution of the Concessionaire by the Selectee.

3.6 **GOR** acknowledges and agrees that each of the Concessionaire and the NHAI shall have the right to seek specific performance of this Agreement.

4. CONCESSIONAIRE'S OBLIGATIONS

4.1 Concessionaire agrees and undertakes to perform, observe and comply with the following:

(i) All Applicable Laws and Applicable Permits;
(ii) The provisions of the Concession Agreement, the Substitution Agreement, and the Project Agreements; and
(iii) Its obligations under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Concessionaire reiterates all of the Concessionaire's representations and warranties setforth in Article 7.1 of the Concession Agreement as if the same have been expressly incorporated herein by reference and makes the following further representations and warranties:

(i) It is duly organized, validly existing and in good standing under the laws of India.

(ii) It has power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(iii) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

(iv) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

(vi) All the information furnished to the **GOR** pertaining to the Concessionaire including its constitution and existing and proposed shareholding structure is now and shall be true and correct as on the Appointed Date and COD;

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

(viii) There are no actions, suits, proceedings or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

(ix) The Concessionaire 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 Governmental Instrumentality which may result in any material adverse effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement;

(x) The Concessionaire has complied with all Applicable Laws and Applicable Permits, and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;

(xi) Each Consortium Member was and is duly organized and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has validly consented to the Concessionaire entering into this Agreement with the **GOR**;

(xii) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to **GOR**, or to any GOR Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(xiii) The Concessionaire warrants that no sums have been paid or will be paid, by or on behalf of the Concessionaire, to any Person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of NHAI, or **GOR** in connection herewith; and

(xiv) The Concessionaire is subject to civil and commercial laws of India with respect to this Agreement.

5.2 **GOR** represents and warrants to the Concessionaire that:

(i) It has full power and authority to execute, deliver and perform this Agreement.

(ii) It has taken all necessary governmental action to authorize the execution, delivery and performance of this Agreement; and

(iii) This Agreement constitutes the legal, valid and binding obligation of GOR enforceable against it in accordance with its terms.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

National Highways Authority of India New Delhi

6. SOVEREIGN IMMUNITY

6.1 **GOR** hereby unconditionally and irrevocably:

(i) Agrees that the execution, delivery and performance by it of this Agreement do not constitute sovereign acts;

(ii) Agrees that should any proceedings be brought or any execution, attachment or any other legal process is made against it or its assets, property or revenues in any jurisdiction in relation to or arising out of this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of GOR or with respect to any of its assets, property or revenues;

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

(iv) consents generally to the enforcement of any judgment or award against it in any such proceedings including to the giving of any relief or the issue of any process in any jurisdiction in connection with any such proceedings including the making, enforcement or execution against it or any of its assets, property or revenues, of any order, judgment or decree that may be made or given in connection therewith.

6.2 Notwithstanding anything to the contrary herein contained such waiver of right of immunity shall not apply to

a) Property and assets of any consular or diplomatic mission or consulate or

b) Property belonging to the Defence services and such assets of the Union of India.

7. Breach and Compensation

7.1 In case **GOR** or any GOR Agency is in material breach of any of its obligations under this Agreement, and such breach is not cured within 30 days of receipt of a notice in writing in this behalf from the Concessionaire to **GOR** with copy to NHAI and which has not occurred as a result of Concessionaire's breach of its obligations under this Agreement or the Concession Agreement or Force Majeure, **GOR** shall pay to the

KISHANGARH BEAWAR TOLL WAY

Concessionaire, all direct additional costs suffered or incurred by the Concessionaire, determined by MOSRTH as arising out of such material default by **GOR**.

7.2 In case of any dispute by **GOR** on admissibility of the claim or extent of compensation determined by MOSRTH, the claim shall be settled in accordance with the Dispute Settlement mechanism provided in Clause 9 of this Agreement.

7.3 Any such compensation, as determined by MOSRTH or through the Dispute Settlement mechanism setforth in Clause 9 hereof as payable by GOR, shall be paid to the Concessionaire by GOR, in one lump sum within 90 (ninety) days of receipt of MOSRTH's determination of compensation or Award made in the arbitration pursuant to the Dispute Settlement mechanism setforth in Clause 9 of this Agreement.

7.4 In the event of the Concessionaire being in material breach of any of its obligations under this Agreement and such breach is not cured by the Concessionaire within 30 days of receipt of a notice in writing from GOR or NHAI (the "Claiming Party"), as the case may be, with copy to the other of them and which has not occurred as a result of breach by Claiming Party of its obligations under this Agreement or the Concession Agreement or Force Majeure, the Concessionaire shall pay to the Claiming Party, all direct additional costs suffered or incurred by it determined by MOSRTH as arising out of such material breach by the Concessionaire. In case of any dispute by the Concessionaire on the admissibility of such claim or the extent of compensation by MOSRTH, the claim shall be settled in accordance with the Dispute Resolution mechanism setforth in Clause 9 of this Agreement. Any such compensation, as determined by MOSRTH or by an Award in any arbitration pursuant to Clause 9, shall be paid within 90 (ninety) days of receipt of such MOSRTH determination or Award, as the case may be.

8. INDEMNITY

8.1. The Concessionaire will indemnify, defend and hold **GOR** and NHAI harmless against any and all proceedings, actions and claims for any loss, damage, cost and expense of whatever kind and nature arising out of design, engineering, construction, operation and maintenance of the Project Highway or 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, and observe Applicable Laws and Applicable Permits;

8.2. **GOR** will, indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of **GOR** to fulfill any of 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 good faith in discharge of their lawful functions by **GOR**, its officers, servants and GOR Agencies;

8.3. Without limiting the generality of Clause 8.2, the **GOR** shall indemnify the Concessionaire and shall save it harmless from and against any payments required to be made by the Concessionaire with respect to levy of any Local Taxes [provided nothing contained herein shall be construed or interpreted as restricting in any way or manner the right of **GOR** or any municipal, Panchayat or other local authorities to levy any taxes which they or any of them are lawfully entitled to levy, impose or collect (the "Expected Taxes"). The Concessionaire shall not be entitled to and **GOR** shall be under no obligation to reimburse Expected Taxes to the Concessionaire or any person claiming through or under the Concessionaire;]

8.4. In the event that any of the Parties receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 8 or in respect of which it is entitled to reimbursement hereunder (the "Indemnified Party") it shall within 14 (fourteen) days of receipt of the claim or payment, as the case may be, communicate such claim to the Party obligated to indemnify the Indemnified Party hereunder (the "Indemnifying Party") and shall not settle or pay the claim without the prior approval of the Indemnifying Party. 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 to the Indemnifying Party all cooperation and assistance in contesting any claim and shall sign all such writings and documents at the risk and cost of the Indemnifying Party as the Indemnifying Party may reasonably require.

9. GOVERNING LAW AND DISPUTE SETTLEMENT

9.1. This Agreement shall be governed by and construed and interpreted in accordance with the laws of India. The provisions contained in Clause 8 and 9 shall survive the termination of this Agreement.

9.2. Any dispute, difference or controversy of whatever nature howsoever arising out of or in connection with or in relation to this Agreement which is not resolved amicably within 90 (ninety) days of receipt of notice of such dispute, difference or controversy from a Party (the "Claimant") by the other remaining Parties (collectively the "Respondents"), the same shall be decided finally by reference to arbitration to a Board or Arbitrators comprising of one nominee each of the Claimant and of the Respondent against whom the claim has been made and if the claim is against both the Respondents than the two Respondents shall jointly select their nominee arbitrator and if the two Respondents are unable to agree upon such arbitrator than such arbitrator shall be appointed by the International Centre for Alternative Dispute Resolution, New Delhi in accordance with its Rules of Arbitration. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrators shall issue a reasoned award. The venue of such arbitration shall be New Delhi, India. The Award made in any such arbitration shall be final and binding on the Parties.

9.3. Parties agree that they shall continue to perform their respective obligations under this Agreement during such arbitration, unless the performance or otherwise of such arbitration is itself the subject matter of arbitration.

9.4. The Courts of Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

10. MISCELLANEOUS

10.1. 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 authorized representatives of **GOR** and the Concessionaire.

10.2. Time or Indulgence Allowed

An indulgence by a Party to any of the other Party in respect of any obligation or matter hereunder including time for performance to such other party or to remedy any breach hereof shall not be construed as a waiver of any of its rights hereunder by the Parties and ay such indulgence may be on such terms and subject to such conditions as the Party giving it may specify and shall be without prejudice to the Parities then accrued respective rights under this Agreement except to the extent expressly varied in writing.

10.3. Severability of Terms

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitration tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect.

10.4. Language

All notices, certificates, correspondence or other communications under or in connection with the Agreement shall be in English

10.5. Notices

Any notice or communication hereunder shall be in writing and shall either be delivered personally or sent by registered or by electronic means. A copy of facsimile transmission or other means of telecommunication shall be sent in permanent written form. A copy of all the notices and communications will also be forwarded to the Lenders Representative. The service of notice shall unless otherwise notified by a notice hereunder to the parties at their following address:

IF to **GOR**:
Attn :
Fax no :
Tel no.

IF to the NHAI:
Attn:
Fax no.
Tel no.

IF to the Concessionaire:
Attn :
Fax no.

Tel no.

The notice pursuant hereto will be deemed to have been received on the date when such notice is in fact received by the addressee.

10.6. Authorized Representatives

Each of the Parties shall by notice in writing designate their respective authorized 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 its such authorized representative by similar notice.

10.7. Original Document

This Agreement is made in three counterparts, each of which shall be deemed to be an original.

10.8. In case of any conflict between this Agreement and the Concession Agreement, the provisions contained in the Concession Agreement shall be binding on parties signing this State Support Agreement.

10.9. This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

10.10. Termination of this Agreement shall not relieve any Party of any accrued rights, obligations and liabilities arising out of or caused by any act or omission of a Party into the effective date of such termination or arising out of such termination.

10.11. This Agreement shall be binding on and shall inure to the benefit of successors and permitted assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

FOR **CONCESSIONAIRE**

BY :_____
Name :_____
Title:_____

FOR **GOVT. OF RAJASTHAN**

BY : _____
Name:_____
Title:_____

FOR **NATIONAL HIGHWAYS AUTHORITY OF INDIA**

BY :_____
Name :_____
Title:_____

In the presence of:

1.

2.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

ANNEXURES

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

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

Most Immediate

NHAI/BOT/RJ/11019/1/2008/130

26th August 2008

To

As per the list
(Bidders who have been short listed for 6 laning from Km 364.125 to km 58.245 of **Kishangarh-Beawar Section** of NH-8 in the state of Rajasthan)

Sub: BOT project of 6- laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km long) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III – **Invitation to the short-listed Applicants for RFP reg.**

Ref: **RFQ Application received in NHAI on 19.6.2008**

Sir,

With reference to your RFQ Application, NHAI hereby announces the short listed Applicants for above mentioned project as given below in accordance with clause 1.2.1 read with clause 3.5.2 of RFQ:

Sr. no.	Name of short-listed Firm
1.	Navinya – Atlantia Consortium
2.	GVK – Leighton-Mitsui Consortium
3.	HCC-Laing Consortium
4.	Maytas – CR18G Consortium
5.	IJM- Abertis –IDFC Joint Venture
6.	Isolux – Soma Consortium

2. The above short listed Applicants are required to ensure continuing compliance to the provisions of RFQ, particularly clause 2.2.1. Please note that the provisions of the RFQ shall apply *mutatis-mutandis* to this announcement regarding short listing and subsequent bidding.

3. **Bid Stage:** The above short listed applicants are now eligible for participation in the second stage of the bidding process ("the Bid Stage"). The sale of RFP in this regard shall commence w.e.f. 29.08.2008 with last date of submission of BOT Bid on 14.10.2008. The Bidding Documents for the Project will be provided to every eligible

Contd...2

ISOLUX TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Bidder on payment (Non-refundable) of Rs 50,000/- (Rs. fifty Thousand only) for the project and therefore the same may be collected from the address given below. The payment shall be received by way of cross Demand Draft drawn in favour of "National Highways Authority of India", payable on any scheduled bank at New Delhi. The Demand Draft must be prepared on or before the last date of sale of RFP document.

Mr S.K. Nirmal
General Manager (BOT-IIA)
National Highway Authority of India,
G-5&6, Sector, 10, Dwarka
New Delhi-110075
Fax No.:011-25074100 (Ext. 2421)
E-mail: sknirmal@nhai.org

Yours faithfully,

(S. K. Nirmal)
General Manager (BOT)-IIA

Sl No.	Name of short-listed Firm
1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building , 2nd Floor, 10, Veer Nariman Road Mumbai – 400104
2	M/s GVK Power & Infrastructure Ltd.- Leighton Contractors India Pvt.- Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor , Terminal 1-B, Chhatrapati Shivaji Interantional Airpot ; Santacruz (E), Mumbai – 400099.
3	M/s HCC – Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083
4	M/s Maytas – China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Maytas House, Begumpet , Hyderabad-500 016. Andhra Pradesh
5	M/s IJM-Abertis – IDFC JV, 1-90/A, Plot No.20&21 R.B.I. Colony, Madhapur, Hyderbad -500081 Andhra Pradesh
6	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills, Hyderabad-500 034, Andhra Pradesh

SOMA-ISOLUX TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

Annex –2

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

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

LETTER OF INVITATION

NHAI/BOT/RJ/11019/1/2008/157

16th September 2008

To,

M/s ISOLUX - SOMA Consortium,
14, Avenue-4 Banjara Hills,
Hyderabad - 500 034,
Andhra Pradesh.

Sub: Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan on build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) basis - Project

Dear Sir,

Pursuant to your application in response to our Request for Qualification document (the"RFQ "), you were shortlisted as a Bidder, in accordance with the provisions of the RFQ for the aforesaid project. We acknowledge your remittance of Rs. 50,000 for procuring the Request for Proposal document (the "RFP"). The RFP is enclosed.

You are requested to participate in the Bid Stage with the objective of submitting your financial proposal (the "Bid") for the aforesaid project in accordance with the RFP.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking You,

Yours faithfully,

Received E.D. and documents

(S K Nirmal)
General Manager (BOT) IIA

Encl: As above

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

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

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

NHAI/BOT/RJ/11019/1/2008/165

19th September 2008

To,

As per the list
(Bidders who have been short listed in NHAI for 6 laning of **Kishangarh-Ajmer-Beawar Section of NH-8**).

Sub: Prequalification of bidders for project i.e. Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan on build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer (DBFOT) basis - Project

Sir,

In continuation to NHAI's letter dated 26.08.2008 intimating therewith short-listing of candidates for above mentioned projects, it is hereby informed that that sale of RFP to the following short listed Applicants for 6 laning of Kishangarh-Ajmer-Beawar Section of NH-8 has been commenced from 15.09.2008 with last date of submission of Bids as 31.10.2008:

Sr. no.	Name of Applicants
1.	Navinya -Atlantia Consortium
2.	GVK – Leighton – Mitsui Consortium
3.	HCC-Laing Consortium
4.	Maytas-China Railway 18th Bureau (Group) Corporation Ltd. Consortium
5.	IJM-Abertis – IDFC JV
6.	ISOLUX – SOMA Consortium

2. I would like to draw your kind attention to the clause 2.1.18 (b) of RFP, which is reproduced as below:-

"A bidder shall not be eligible for bidding hereunder if the Bidder, its Member or Associate was, during a period of 2 (two) months preceding the Bid Due Date, either by itself or as member of a consortium:

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

Cont. (2)

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(i) *pre-qualified and short-listed by the Authority for the Bid Stage comprising RFP in related to 8 (eight) or more projects of the Authority; or*

(ii) *declared by the Authority as the selected bidder for undertaking 4 (four) or more projects of the Authority; or*

(iii) *unable to achieve financial close, for 2 (two) or more projects of the Authority, within the period specified in the respective concession agreements entered into with the Authority:*

Provided that in the event the bidder, its Member or Associate, as the case may be, shall have, within one week of receiving a notice of the pre-qualification and short-listing for the Bid Stage of any such project, withdrawn from bid process thereof and notified the Authority of the same, the project so notified shall be excluded from the preview of this clause 2.1.18".

3. In case you wish to withdraw in view of the para 2 above, the same could be done within one week from the date of issue of this intimation letter i.e. 26.09.2008.

4. The Bidding Documents for the Project will be provided to every short listed Bidder on payment (non refundable) of Rs 50,000/- (Rs. fifty Thousand only) for the project and therefore the same may be collected from the address given below. The payment shall be received by way of the crossed demand draft drawn in favor of 'National Highways Authority of India' payable only on any Scheduled Bank at New Delhi. The Demand Draft must be prepared on or before the last date of Sale of the RFP document.

Mr S.K. Nirmal
General Manager (BOT-IIA)
National Highway Authority of India,
G-5&6, Sector, 10, Dwarka
New Delhi-110075
FAX NO: 011-25074100 (Ext. 2421)
E-MAIL ADDRESS: sknirmal@nhai.org

Yours faithfully,

(Radha Kishan)
19/9/2008
Deputy General Manager (BOT)-II B2

SOMA-ISOLUX KISHANGARH-UDAIPUR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

List of shortlisted applicants

(6 laning of Kishangarh-Ajmer-Beawar Section of NH-8)

Sl No.	Name of Firm
1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building , 2nd Floor, 10, Veer Nariman Road Mumbai – 400104 Tel: 022-66294000, Fax: 022-66100520
2.	M/s GVK Power & Infrastructure Ltd. Leighton Contractors India Pvt., Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor , Terminal 1-B, Chhatrapati Shivaji International Airport , Santacruz (E), Mumbai – 400099. Fax : 022-26156242, Ph. 022 :26264846
3.	M/s HCC – Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083 Ph : 022-25775959, Fax: 022 – 25794771.
4.	M/s Maytas – China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Myatas House, Begumpet , Hyderabad-500 016. Ph. 040-40409333, Fax: 040-40409385
5.	M/s IJM-Abertis – IDFC JV, 1-90/A, Plot No.20&21 R.B.I. Colony, Madhapur, Hyderbad -500081 Tel : 040-23114661, Fax: 040-23114669 Email :Pankaj@IJM.com
6.	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills, Hyderabad-500 034, Andhra Pradesh Ph:040-66636666, Fax: 040-23321286.

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19/9/2008

Annex-4

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

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

MOST IMMEDIATE

NHAI/BOT/RJ/11019/1/2008 /181

8th October 2008

To,

All the Shortlisted Bidders

Sub: Six Laning of Kishangarh-Ajmer-Beawar section of NH-8 from km 364.125 to km 58.245 in the State of Rajasthan under under NHDP Phase-III on BOT Basis.

Ref: 1. NHAI letter of even number dated 26th August, 2008 and 19th Sept., 2008.
2. Pre-bid conference held on 01.10.2008

Sir,

This is with reference to pre-bid conference for the project cited above held on 01.10.2008.

2. The Addendum 1 to bid document and replies to the queries are enclosed herewith for your reference.

3. The proposal of the Bidders to extend due date of submission has been carefully considered. It is regretted to inform that no extension for bid due date has been agreed to by the Competent Authority. The last date of bid submission therefore remains same i.e. 31.10.2008

Yours faithfully,

Encl: As above

(S.K. Nirmal)
General Manager (BOT)-IIA
Email - sknirmal@nhai.org

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ADDENDUM-1

A Bid Documents

Sub: Six Laning of the existing road from km 364.125 to km 58.245 (length 93.56 km) on the Kishangarh-Ajmer-Beawar section of NH-8 in the State of Rajasthan – **invitation for proposal reg. - Queries concerning RFP**

Sr. No.	Item	As in issued document	Revised to
1	DCA Clause 48 Definition of Bid Security (Page No. 133)	"Bid Security" means the security provided by the [Concessionaire/Consortium] to the Authority along with the Bid in a sum of Rs.*7.22 crore (Rupees Seven crore Twenty Two lakhs)*, in accordance with the Tender Notice, and which is to remain in force until substituted by the Performance Security;	"Bid Security" means the security provided by the [Concessionaire/Consortium] to the Authority along with the Bid in a sum of Rs.13.33 crore (Rupees thirteen crore thirty three lakhs), in accordance with the Tender Notice, and which is to remain in force until substituted by the Performance Security;
2	RFP: APPENDIX – II- Bank Guarantee for Bid Security – Para 1 – Page 28	In consideration of you, National Highways Authority of India, having its office at G 5 & 6, Sector 10, Dwarka, New Delhi 110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ *[a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium]* (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the	In consideration of you, National Highways Authority of India, having its office at G 5 & 6, Sector 10, Dwarka, New Delhi 110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh- Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan on build,

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		Kishangarh- Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan on build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.	operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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B Technical Schedule

S.No.	Appendix	Page No.	As in issued document	Revised to
1	A-II	A-D4	New.	At the end of existing Chainage add Km 59.000 and Corresponding design Chainage 93.003
2	A-7 (f)	A-D30	S.No. 1 Existing Chainage Km 396.600	In column of existing Chainage read Km 390.600 instead of Km 396.600
3.	B IV	A-D41	At S.No. 26, in 3rd Column of existing Km 52.950 and corresponding proposed chainage of 86.950. In 6th Column length of 1000m . At S.No.27 in 2nd Column of existing Km 55.175 and corresponding proposed Chainage of 89.175. In 6th Column of length of 1000m.	At S.No. 26, in 3rd Column of existing Km read 53.150 instead of Km 52.950 and corresponding proposed chainage be read as Km 87.050 instead of 86.950. In 6th Column of length read 1200m instead of 1000m . At S.No.27 in 2nd Column of existing Km read 54.100 instead of 55.175 and corresponding proposed Chainage be read as 88.050 instead of 89.175. In 6th Column of length read 2185 instead of 1000m.
4	B VI	A-D43	At S.No.1 in second column of existing Chainage 14.650 and corresponding design Chainage of 46.400.	At S.No.1 in second column of existing Chainage read 14.200 instead of 14.650 and corresponding design Chainage be read as 46.000 instead of 46.400.
5	B VII	A-D44	row of S.No.16 At S.No.29 in 2nd Column of existing chainage of 58.000 and corresponding design chainage in Column 3 of 92.000.	Deleted At S.No.29 in 2nd Column of existing chainage read 58.600 instead of 58.000 and corresponding design chainage in Column 3, read 92.600 instead of 92.000.

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6	B VIII	A-D45	At S.No.6 in second Column of location Ajmer. In 5th Column name of intersecting road **Ajmer.** At S.No.8 in the second column of location and 5th Column of name of intersecting road **Beawar Bypass end.** In 3rd Column of existing Km 57.750 and corresponding design chainage at Column 4 of 91.700.	At S.No.6 in second Column of location read Saradhna instead of Ajmer. In 5th Column name of intersecting road read Saradhna instead of Ajmer. At S.No.8 in the second column of location and 5th Column of name of intersecting road read **junction with NH-14** instead of Beawar Bypass end. In 3rd Column of existing Km read 58.245 instead of 57.750 and corresponding design chainage at Column 4 read 92.250 instead of 91.700.
7	B IX	A-D46	At S.No.11 in second column of existing Km—, and corresponding design chainage in 3rd column 93.260. In 4th column the name of intersecting road Jodhpur / Pali.	At S.No.11 in second column of existing Km read 57.700 instead of —, and corresponding design chainage in 3rd column read 91.700 instead of 93.260. In 4th column the name of intersecting road read **end of Beawar Bypass** instead of Jodhpur / Pali.
8	Schedule C	Annexure 1	New	In Column 2 c, of Annexure 1 of Schedule C at page A-D75 add pedestrian overbridge facility at Km 382.000
9	Schedule C	Annexure 1	New	In Column 2 (e) of Annexure 1 of Schedule C at page A-D75 add existing Km for Truck Layby and rest area are at Km 32.660 on the right side and left side respectively.

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Sub: Design, Engineering, Finance, Construction, Operation and Maintenance for Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan – **invitation to Request for proposal reg. – Clarificatios to Queries concerning RFP**

S. No.	Reference clause in RFQ	Queries / Request	Reply from NHAI
1.	RFP Clause 1.3 :Bid Due Date – 31.10.08	Since the project is on DBFOT basis, we need more time to carry out due diligence for the project. Also the month of October is full of festivals and no. of holidays. Hence we request you to extend the Bid Due Date by 3 weeks.	Bid Due Date has not been extended. It remains same i.e. up to 31.10.2008.
2.	RFP 2.1.18 Eligibility Criteria	Since this criteria is introduced after the submission of the RFQ, we request that the same may please be deleted.	No Change
3.	RFP 2.11.1 : The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "BID".	Pl. confirm that appendix 1 to appendix V are to be submitted in loose form in envelope marked as "BID" and "Enclosures of the Bid" (Since as per 2.11.3, oily copies of the annexures are to be Hard Bound).	The clause is self explanatory.
4.	Article 17 O & M: maintenance of ROBs	The maintenance of Railway Span is generally done by railways and maintenance charges are to be paid to them. Pl. confirm that maintenance charges shall be paid by NHAI to railways for such spans.	Railways will undertake maintenance which cost shall be borne by concessionaire
5.	Schedule B: Pg A-D 35	Railways are planning to construct DFC which is likely to cross the corridor. This may require raising of the existing ROB and also new ROBs. Pl. advise the extent of extra cost to be borne by Railways.	Cost of raising of existing ROB is to be borne by the Railway
6.	Schedule B: Pg A-D 35	The exit –Entry ramps are to be provided as necessary. This may require additional land as the locations are not frozen so far. Pl. advise.	Additional land shall be made available, if required.
7.	Schedule B: Profile of Grade Seperators and ROB	We intend to modify the profile at some locations , including grade seperators/ROBs /Bridges etc., within the frame work of Six Laning Manual for the purpose of optimization/standardization and value addition. Pl. confirm that the same is permissible and it is not mandatory to follow the longitudinal section provided in CD (since the feasibility report is only for guideline and not part of the contract.)	There shall be no change in the plan Profile provided in Appendix BII
8.	Pg A-D 45 & 46 and Plan and Profile Drg.	A trumpet is shown at Chainage 91.700. Pl. Clarify that the trumpet is in the scope of work. In plan and profile drg. The underpass at Ch 93.260 could not be found. Pl. Clarify.	Trumpet is in the scope of work. The underpass at Chainage 93.26 is grade separate intersection

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9.	Pg A-D 75 Details of Truck Laybyes and Pedestrian facilities are not provided.	Pl. provide details.	Refer Addendum 1
10.	Pg A-D 81: item 8, for service road the provision is modified from 10 MSA to 2 MSA	Near Makarana, the service lanes need to be designed for 10 MSA or else the maintenance effort will increase. Pl review and confirm.	Service Road may be designed at Makarana for 10 MSA as per Manual of Six laning
11.	SCHEDULE –O Page O-1	Traffic sampling ➢ **Will it be possible to deduce the amount of "Local Traffic" at the count stations (manual and automatic) near the toll plazas?** ➢ **Or NHAI will be given an estimation of the "Local Traffic" amount?**	The local traffic is to be assessed by Concessionaire as per Sch O.
12.	SCHEDULE –R Definitions (iv) Page R-2	(iv) "Local Traffic" means the following type of traffic Category I – Residents, Establishments, Employees ..... within a radius of 10 Km of the fee collection booths (toll plaza) Category II – Residents, Establishments, Employees .....within a radius of 20 Km of the fee collection booths (toll plaza) The towns of Kishangar and Beawar are within a radius of 10 (or 20) Km from the toll plazas. •**Does "Local Traffic" include all the Residents, Establishments, Employees of Kinshangar and Beawar?**	As per Schedule R. The clause is self explanatory
13.	SCHEDULE –R Category of Vehicle Page R-3	A car, passenger van or jeep Light Commercial Vehicle (LCV)/Mini Bus Bus, Truck (<2 Axle) MAV (>2 Axle)* ➢ **Can the MotorCycles (and the Agricultural Tractors) use the four/six lane Highway without paying the toll?** ➢ **Or must they use only the service road?**	As per Schedule R. The clause is self explanatory
14.	SCHEDULE –R Base fee in rupees per km Page R-3	0.63 Rs/Km - 1.10 Rs/Km -2.20 Rs/Km - 4.71 Rs/Km for the Year 2006-07 • **How must we compute the toll amount at the toll plazas?** • **Is it correct multiply: (base fee/Km in rupees) × (half the length of the Project Highway)?** • **Does the base fee/Km includes VAT?** • **Are there other taxes beyond the Additional Concession Fee (Art. 26) equal to 2% of the total fee?**	As per Schedule R. The clause is self explanatory.

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15.	SCHEDULE –R Note 10. Page R-5	As and when a service lane is constructed, the Concessionaire shall not collect any fee from the users of such lane ➢ **Can the Concessionaire interrupt the service lane before the toll plazas?** (If there is a free road near the higway, the traffic certainly prefers to use this road by-passing the toll plaza).	As per Schedule R. The clause is self explanatory. However, the service roads shall not be bypassed at the toll plazas
16.	**Clause 21.1**	Medical Aid Posts Are there specific requirements for these post, and where can they be found	Refer Manual of Specification and Standards for Six Laning of National Highway
17.	Appendix – I RFP Clause 25	"I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened". Please delete the provision that a Consortium Bid "is not opened". This is not acceptable.	No Change
18.	26.4	"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, the Concessionaire shall pay to the Authority against the Concession Fee, a provisional amount calculated on the basis of total Realisable Fee of the immediately preceding month, and final settlement thereof, based on audited accounts of the Concessionaire, shall be made within 120 (one hundred and twenty) days of completion of the respective accounting year". An exception to this clause may arise in case of occurrence of a Force Majeure Event. Please clarify.	Refer to Clause 34
19.	Vol-3 (Schedules) 3(a) A-D 72 & 73	Two Toll Plazas are suggested in the stretch. How is the toll amount going to be collected from the users? If someone is crossing two toll plazas, say plaza 1 and plaza 2, how much toll shall be collected at plaza 1 and how much at plaza 2? Similarly if someone has to cross only one toll	Kindly refer to Schedule R
20.	Vol-3 (Schedules) 3(a) A-D 72 & 73	Once toll plaza location are firmed up, if travel pattern changes in the future and it is felt that it is required to shift a toll plaza will this be allowed?	No
21.	Vol-3 (Schedules) A-D 80	Schedule D is not clear and incomplete. A detailed schedule be provided.	Schedule D is complete and should be read with Manual of Specifications and Standards for Six laning.

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22.	Vol-2 DCA 16.3.2 50	Clause 16.3.2 means that we must add 0.25% of TPC towards COS to our cost estimate. Please confirm.	The Clause is self explanatory
23.	Vol-2 DCA 29.1.1 80	Is the target traffic indicated here cumulative of the traffic at both the toll plazas?	Target traffic is not cumulative of the traffic at both the toll plazas. It is the average of the traffic at two toll plazas.
24.	Vol-2 DCA 29.1.1 80	If the target traffic indicated is not cumulative, what happens if the variation in actual traffic to target traffic is different at two toll plaza locations?	Clause 29.1.2 of Modifications in Concession period shall be applied.
25.	Vol-2 DCA 29.2 80	Inc case the Concession period is increased or decreased, will it be rounded off to nearest month / day?	It will be rounded off in days
26.	Tree Cutting	Clause 11.4: (Felling of Trees) states that • Authorities shall assist in obtaining the permit for • The cost of felling of trees shall be borne by the It is not clear that who will fell the trees whether Concessionaire / NHAI thru some other agency. Kindly	NHAI through agencies
27.	General	ROW is only 30M in several stretches. Please indicate the status of land acquisition as work cannot be started unless at least 60M is handed over. Please indicate the status of Land Acquisition in 2 Bypasses. Who will be responsible for approval of GAD of ROB? NHAI or concessionaire, Please clarify What is bid security 7.22 Crore as per concession agreement (page 133) or Rs.13.33 Crore as per RPF.	Land Acquisition work is in progress Refer to Clause 4.1 Kindly refer to the Addendum. The bid security is 13.33 Crore.
28.	Article 1.2.4 page 3	Bid Security Request the Bid Security to be an amount equal to 1% *(instead of 1.85%)* the Total Project Cost.	Kindly refer to the Addendum. The bid security is 13.33 Crore.
29.	Article 2.20.1 page 16	Bid Security Please clarify whether consortium members can provide separate bank guarantee based on their share in the consortium?	The clause is self explanatory. Also refer the addendum

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30	Article 7.1.(k) page 24	Representations and Warranties The provision states that the consortium members together with their Associates shall hold not less than 51% of the equity of the concessionaire as on the date of concession agreement This is inconsistent with sub clause 2.3.1 of the Request for Proposal (RFP) which states that each consortium member shall hold atleast 26% of the equity of the concessionaire till commercial date of operations. *Eg: A Concessionaire consisting of atleast two consortium members shall be required to hold atleast 52% as per sub clause 2.3.1 (RFP), if it is pre qualified on the experience of both their consortium members.* Please clarify which of the aforementioned clauses shall prevail? Additionally, if clause 2.3.1 RFP prevails: Please clarify whether no member of the consortium shall hold less than 26% of the Equity during the construction period as per clause 7.1.(k) (DCA); OR Only those consortium member's whose experience has been considered shall hold not less than 26% till the commercial date of operations as per clause 2.3.1 (RFP) Further, In relation to paragraph (k) please can the Authority clarify whether that the part of the representation and warranty that relates to the respective holding of each Consortium Member conforming to the representation made by the Consortium and accepted by the Authority as part of the bid, only applies at the date of the Agreement. Any later change is then subject to the general Change of Ownership restrictions and the other provisions of paragraph (k).	Kindly refer to Clause 2.1.4 of the RFP The clause is self explanatory

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31.	Article 25.1.1 page 71	Grant Please clarify the Maximum amount of Grant the Authority shall provide.	As per the extant guidelines, Grant upto 40% of the TPC can be provided for the development of the Project. The same would be disbursed as per the provisions of the DCA
32.	Article 2.0 (a) Schedule C Page B 73	Toll Plaza Request clarification on the following : Jurisdiction (in Kms) covered by each Toll Plaza(s)	Each Toll Plaza will collect toll for exactly the half of the total length of the project highway.
33.	Schedule A	The following Appendices are missing; Appendix A-I, project map Appendix AIII- Traffic Details Appendix AIV- Urban Settlements along Project Highway	These provisions have been deleted.
34.	Schedule B	The Total Paved Carriageway in Kishangarh Town is mentioned as 10.50m and is not meeting 6- Lane standard. Please clarify	Carriageway of 10.5m is in ROB portion near Kishangarh
35.		Clause 4.17 states that the concessionaire shall have stone matrix asphalt of minimum 5.50 lakh Sqm area. Please confirm whether concessionaire can provide the same in service roads also.	SMA will be provided in minimum 5.50 lakh Sqm area of main carriageway.
36.		Appendix BXII- The Proposed widening details of existing Bridges mentioned in the Appendix are not matching with the GADs provided in the DPR	DPR is for guidance only.
37.		Appendix BXIV- The ROB at km.368.030 is 4-lane ROB (two Independent ROBs). It has been recommended to construct new 3- lane ROB at this location. Please mention whether any of existing ROBs, left or right shall be dismantled?	No ROB to be dismantled

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38.		Clause 1.0 of Schedule B states that the concessionaire has to achieve FRLs mentioned in the DPR. Please confirm whether the Concessionaire should follow the absolute difference between Ground level and FRL or FRLs given in the DPR as datum reference has not been provided	Deck of existing bridge be taken as Datum reference
39.	Schedule C	There are no Pedestrian facilities mentioned under Heading Pedestrian Facilities. Please clarify.	Refer Addendum 1
40.	General	Please let us know the status of Land Acquisition in the proposed Bypasses as well as in widening areas.	Land Acquisition is under progress
41.		Please let us know the status of approval of GADs of the Proposed ROBs.	Approval of GAD is in progress
42.	ITB, Clause 1.3, Page 3	We request you Extend the Bid Submission date to 15th November 2008 Please Clarify	Under consideration
43.	ITB,Cl,1.2.4 Page 3 and ITB Clause2.1.7 Page 5	1.2.4 A bidder is required to deposit, along with its Bid, a bid security equivalent to about 1.85% of the Estimated Project Cost... 2.1.7 The Bidder shall deposit a Bid Security equivalent to about 1.85% of the Estimated Project Cost, i.e. Rs13.33 crore.... Generally Bid Security equivalent to 1% of Projects Cost is submitted for projects of this magnitude. So Bid Security should be kept as Rs.7.2224 Crores.	No Changes. Also please refer the addendum.
44.	ITB, Clause 2.11.1 & 2.11.2 Page 13	The bidder shall submit..... NHAI required submission of Appendix-I in both the envelopes "BID" & "Enclosures of the Bid "Please clarify.	The clause is self explanatory
45.	ITB, Clause 2.11.3, Page 13	A true copy..... Please clarify the definition of True Copy. We understand it means signed by Gazetted officer. Can it be signed by the authorized signatory also.	It can be signed by the Authorized Signatory
46.	Schedule B Annexure-1 Page A-D 32	Description of six laning-Width 10.500m, 25.050m and 25.600m is not clear Please clarify	Refer relevant TCS
47.	Schedule B	Typical Cross Section are not found in Schedule B Please provide the soft copy of the same	Soft copy given in CD
48.	Appendix- BXIII, Page A-D, 63 to 69	The width of culverts is less in those locations where service road has to be provided i.e. no provision of culverts on Service Road Please clarify	Refer Manual of Specification and Standard for Six Lanning through PPP

SOMA-ISOLUX
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TOLL WAY
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National Highways Authority of India
New Delhi

49.	Appendix- BXIII, Page A-D, 69	As per PPP document minimum diameter should be 1.20m but in schedule (Sl.No.1) it is 0.9m Please clarify	Refer Clause 4.5.3 of Manual of Specification and Standard for Six Lanning through PPP
50.	Appendix- BXIII, Page A-D, 66 to 69	Height of Box culvert is not mentioned Please clarify	Refer profile drawing in Appendix BII
51.	Appendix- BXII Page A-D, 49 to 62	i) Construction of New Bridge Sl. No.- 1, 2, 3, 4, 11 and 19 - No provision for on Service road has been provided. ii) Rehabilitation / Repair / Widening of Existing Minor Bridge Sl.No. - 7, 8, 9 and 19 – No provision for bridge on Service road has been provided. As in Appendix – BIV – Service Road are Provided at these location Please clarify	i) Bridge on Service road to be provided ii) Bridge on Service road to be provided
52.	Annexure-I Schedule C, Page A-D, 73	Numbers and Location of truck lay-bys are not mentioned Please clarify	Refer Addendum 1
53.	Annexure – 1 Schedule C, Page A-D, 73	Highway Lighting Details are not mentioned. Please clarify	Refer Manual of Specification and Standards for Six lanning of National Highways.
54.	Clause 2.1.7 page 6	<u>Bid Security</u> Request you to kindly note that the amount of bid security as stipulated in the RFP is 1.85% of the Estimated Project cost. In other BOT Projects for which RFP has been issued by NHAI the Bid Security stipulated is 1% of the estimated Project Cost. We request you to modify the same to 1% of the estimated Project Cost i.e Rs 7.22 crore This would have a detrimental impact on the entire bidding process since it increases the risk and associated cost for the bidders, which would eventually be factored into the viability of the Project. It may also be kindly noted that the Draft Concession Agreement also defines the bid security as Rs. 7.22 crore. Hence, in the interest of the Project, which would directly impact public interest, you are requested to kindly reduce the bid security to original levels.	No change. Please refer the addendum for change in the Draft Concession Agreement

SOMA-ISOLUX KSHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India Delhi

55.	Clause 2.1.14 page 7	Conflict of Interest Request you to kindly clarify the definition of "constituent" used in this clause. Further, in case a bidder company holds some equity stake in another bidder company purely for investment purposes and without any control of the management of that company fall under this definition if it holds more than 1% of the investee company's paid up capital?	Constituent means the member of the bidder No change
56.	Clause 2.2 page 9	Change in Composition In case an Affiliate/ Associate is bidding on behalf of its Parent, would this be construed as a change in composition? Further, at what stage of the entire process would such Affiliate/ Associate step in on behalf of the Parent?	It would not be constituted as the change in composition provided the Associate relationship is proved as per the requirement of the RFP
57.	Article 41.3 page 116	Protection of NPV Please indicate the discounting rate to be used for estimation of the NPV. Further, please clarify whether the NPV would be calculated at the Project level or the Equity level.	The cash flow is the cash flow to the project. Discount rate would be the same for before and after change in law cash flows.
58.	Definitions page 133	Definition of Bid Security Please clarify whether the amount is Rs. 7.22 crore as mentioned herein or Rs. 13.33 crore as mentioned in the RFP.	Kindly refer to the Addendum. The bid security is 13.33 Crore.
59.		It is presumed that NHAI has obtained Environmental clearance for the Project. Please Confirm	Yes
60.	Existing Tolling	Presently just prior to ROB at Chainage 368 toll fees is being collected. Please confirm that from Appointed Date this Tolling wil be discontinued.	Yes, before COD this tolling by NHAI shall be discontinued.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

61.	Schedule B Appendix-BXI and BXII	In each of these appendices, it is mentioned that "The proposed span arrangement is tentative and the same shall be finalized in consultation with Irrigation and IC. Any change shall not be treated as Change in Scope of work." It may be pointed out that we can only estimate the cost of the project based on the requirements of NHAI specified in the Schedules given in RFP and any change in span arrangement should be treated as Change of Scope. This may please be confirmed.	Footnote of Appendix B-II holds good.
62.	Schedule B- Appendix B1	This Appendix specifies Typical Cross Sections at various chainages along the Project Corridor as TCS 1 to TCS 14. However TCS1 to TCS 14 are not attached to the Schedule. Pl provide	Drawings of TCS available in Appendix to B-II
63.	Schedule D	It is mentioned in Schedule D that 6 Laning of Project Highway shall conform to Manual of Specifications and Standards for BOT Road Projects published by the MOSRTH on May 2008. It is also mentioned that an authenticated copy of the Manual has been provided as part of the bid document. However no such document is provided with the bid document. It is requested that the same may please be provided.	The Manual is available on NHAI web site and also on sale from IRC.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Shipping, Road Transport and Highways)
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फैक्स / Fax: 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

IMPORTANT

NHAI/BOT/RJ/11019/1/2008/196

October 24, 2008

To
As per the list
(Annexure I – Bidders who have been short listed for Six Laning of the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase –III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- *Extension of Bid Due Date*

Sir,

This is to notify that the Bid Due Date specified in paragraph 1.3 (Volume I) of the RFP for "Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan" project has been extended and is now scheduled for 17.11.2008. All other provisions of the RFP shall remain unaltered.

Notwithstanding the postponement of the Bid Due Date as aforesaid, the provisions of paragraph 2.1.18 of the RFP shall apply to all short-listed Bidder (of this project) as if the Bid Due Date had not been extended.

Yours sincerely,

(S.K. Nirmal)
General Manager (BOT) IIA

Encl : Annexure – I

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India

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Annexure - I

Sl No.	Name of short-listed Firm
1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building , 2nd Floor, 10, Veer Nariman Road Mumbai – 400104 Tel: 022-66294000 Fax: 022-66100520
2	M/s GVK Power & Infrastructure Ltd. Leighton Contractors India Pvt., Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor , Terminal 1-B, Chhatrapati Shivaji Interantional Airpot , Santacruz (E), Mumbai – 400099. Fax : 022-26156242 Ph. : 022 :26264846
3	M/s HCC – Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083 Ph : 022-25775959 Fax: 022 – 25794771.
4	M/s Maytas – China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Maytas House, Begumpet , Hyderabad-500 016. Ph. 040-40409333 Fax: 040-40409385
5	M/s IJM-Abertis – IDFC JV, 1-90/A, Plot No.20&21 R.B.I. Colony, Madhapur, Hyderbad -500081 Tel : 040-23114661 Fax: 040-23114669 Email :Pankaj@IJM.com
6	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills, Hyderabad-500 034, Andhra Pradesh Ph:040-66636666 Fax: 040-23321286.

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

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

IMPORTANT
ADDENDUM 3

NHAI/BOT/RJ/11019/1/2008 / 207

Nov 11, 2008

To
As per the list
(Annexure I – Bidders who have been short listed for Six Laning of the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase –III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- *Extension of Bid Due Date*

Sir,

This is to notify that the Bid Due Date specified in paragraph 1.3 (Volume I) of the RFP for "Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan" project has been extended and is now scheduled for 24.11.2008. All other provisions of the RFP shall remain unaltered.

Notwithstanding the postponement of the Bid Due Date as aforesaid, the provisions of paragraph 2.1.18 of the RFP shall apply to all short-listed Bidder (of this project) as if the Bid Due Date had not been extended.

Yours sincerely,

(S.K. Nirmal)
General Manager (BOT) IIA

Encl : Annexure – I

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

A10

Annexure – I

Sl No.	Name of short-listed Firm
1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building , 2nd Floor, 10, Veer Nariman Road Mumbai – 400104 Tel: 022-66294000 Fax: 022-66100520
2	M/s GVK Power & Infrastructure Ltd. Leighton Contractors India Pvt., Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor , Terminal 1-B, Chhatrapati Shivaji Interantional Airpot , Santacruz (E), Mumbai – 400099. Fax : 022-26156242 Ph. 022 :26264846
3	M/s HCC – Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083 Ph : 022-25775959 Fax: 022 – 25794771.
4	M/s Maytas – China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Maytas House, Begumpet , Hyderabad-500 016. Ph. 040-40409333 Fax: 040-40409385
5	M/s IJM-Abertis – IDFC JV, 1-90/A, Plot No.20&21 R.B.I. Colony, Madhapur, Hyderbad -500081 Tel : 040-23114661 Fax: 040-23114669 Email :Pankaj@IJM.com
6	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills, Hyderabad-500 034, Andhra Pradesh Ph:040-66636666 Fax: 040-23321286.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

11/11/08

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
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IMPORTANT
ADDENDUM 4

NHAI/BOT/RJ/11019/1/2008/211

Nov 21, 2008

To
As per the list
(Annexure I – Bidders who have been short listed for Six Laning of the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase –III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- *Extension of Bid Due Date*

Sir,

This is to notify that the Bid Due Date specified in paragraph 1.3 (Volume I) of the RFP for "Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan" project has been extended and is now scheduled for 03.12.2008. All other provisions of the RFP shall remain unaltered.

Notwithstanding the postponement of the Bid Due Date as aforesaid, the provisions of paragraph 2.1.18 of the RFP shall apply to all short-listed Bidder (of this project) as if the Bid Due Date had not been extended.

Yours sincerely,

(S.K. Nirmal)
General Manager (BOT) IIA

Encl: Annexure – I

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India

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

IMPORTANT
ADDENDUM 5

NHAI/BOT/RJ/11019/1/2008/ 218

2nd December 2008

To

As per the list
(Annexure I - Bidders who have been short listed for Six Laning of the Kishangarh Ajmer - Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer - Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase -III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- *Extension of Bid Due Date*

Sir,

This is to notify that the Bid Due Date specified in paragraph 1.3 (Volume I) of the RFP for "Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer - Beawar Section of National Highway No.8 in the State of Rajasthan" project has been extended and is now scheduled for 15.12.2008. All other provisions of the RFP shall remain unaltered.

Notwithstanding the postponement of the Bid Due Date as aforesaid, the provisions of paragraph 2.1.18 of the RFP shall apply to all short-listed Bidder (of this project) as if the Bid Due Date had not been extended.

Yours sincerely,

(S.K. Nirmal)
General Manager (BOT) IIA

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India

List of Short listed applicants (Kishangarh-Beawar section of NH-8)

1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building , 2nd Floor, 10, Veer Nariman Road Mumbai – 400104 Tel: 022-66294000, Fax: 022-66100520 Email: aksharma@tata.com
2	M/s GVK Power & Infrastructure Ltd. Leighton Contractors India Pvt., Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor , Terminal 1-B, Chhatrapati Shivaji Interantional Airpot , Santacruz (E), Mumbai – 400099. Fax : 022-26156242, Ph. 022 :26264846 Email: rakshit.jain@gvk.com
3	M/s HCC – Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083 Ph : 022-25775959, Fax: 022 – 25794771 Email: anjan.de@hccindia.com , vishalahuja@airtelbroadband.in
4	M/s Maytas – China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Myatas House, Begumpet , Hyderabad-500 016. Ph. 040-40409333, Fax: 040-40409385 Email: cs_raju@maytas.in
5	M/s IJM-Abertis – IDFC JV, 1-90/A, Plot No.20&21 R.B.I. Colony, Madhapur, Hyderbad -500081 Tel : 040-23114661,Fax: 040-23114669 Email : Pankaj@IJM.com
6	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills, Hyderabad-500 034, Andhra Pradesh Ph:040-66636666, Fax: 040-23321286. Email: info@somaenterprises.com , mapastinate@isoluxcorsan.com

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD

Highways Authority of India New Delhi

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

IMPORTANT

NHAI/BOT/RJ/11019/1/2008/592 — 12th December 2008

To

As per the list
(Annexure I – Bidders who have been short listed for Six Laning of the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase -III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- ***Extension of Bid Due Date***

Sir,

This is to notify that the Bid Due Date specified in paragraph 1.3 (Volume I) of the RFP for "Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan" project is being extended. The new date shall be intimated soon.

Notwithstanding the postponement of the Bid Due Date as aforesaid, the provisions of paragraph 2.1.18 of the RFP shall apply to all short-listed Bidder (of this project) as if the Bid Due Date had not been extended.

Yours sincerely,

(L.P. Padhy)
General Manager (Tech)

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India

Annexure - I

Sl No.	Name of short-listed Applicants
1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building , 2nd Floor, 10, Veer Nariman Road Mumbai – 400104 Tel: 022-66294000 Fax: 022-66100520
2	M/s GVK Power & Infrastructure Ltd. Leighton Contractors India Pvt., Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor , Terminal 1-B, Chhatrapati Shivaji Interantional Airpot , Santacruz (E), Mumbai – 400099. Fax : 022-26156242 Ph. 022 :26264846
3	M/s HCC – Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083 Ph : 022-25775959 Fax: 022 – 25794771.
4	M/s Maytas – China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Maytas House, Begumpet , Hyderabad-500 016. Ph. 040-40409333 Fax: 040-40409385
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6	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills Hyderabad-500 034 Andhra Pradesh Ph:040-66636666 Fax: 040-23321286

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

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

IMPORTANT

NHAI/BOT/RJ/11019/1/2008/

17th December 2008

To

As per the list
(Annexure I – Bidders who have been short listed for Six Laning of the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase –III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- *Addendum No. 6 to RFP Documents reg.*

Sir,

Please find herewith the Addendum no 6 to the above project. The Addendum no 6 comprises of following modifications:

1. Changes in clauses 1.1.1,1.2.4,2.1.7,Appendix I in Instructions to Bidders (Volume I of RFP)
2. Revised Article 27 (User Fee) in pursuance to National Highways Fee (Determination of Rates and collection) Rules,2008.
3. Revised Schedule R (Fee Notification)
4. Certain revised Definitions in Article 48 (Definitions)
5. Certain changes in clause 48.1 of DCA and Annex I of schedule D at page no. AD81
6. Revised Total Project Cost (TPC) Rs 795 Crore from that of Rs 722.24 Crore
7. Please also note that the Bid Due Date is 23/12/2008 and the time of submission remains unchanged i.e. 1100 Hrs IST.

You are requested to consider the above while submitting the bid.

Yours sincerely,

(L.P. Padhy)
General Manager (Tech)

Rec'd the originals 18/12/08

18.12.2008

18/12

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India

Sl No.	Name of short-listed Applicants
1	M/s Navinya Buildcon Pvt. Ltd- Atlantia S.p.A, Elphinstone Building, 2nd Floor, 10, Veer Nariman Road Mumbai - 400104 Tel: 022-66294000 Fax: 022-66100520
2	M/s GVK Power & Infrastructure Ltd. Leighton Contractors India Pvt., Mitsui & Co. Ltd. Consortium, Mumbai International Airport Ltd. 1st Floor, Terminal 1-B, Chhatrapati Shivaji Interantional Airpot, Santacruz (E), Mumbai - 400099. Fax : 022-26156242 Ph. 022 :26264846
3	M/s HCC - Laing Consortium, HINCON House, Lal Bahadur Shastri Marg, Vikhroli (W), Mumbai -400 083 Ph : 022-25775959 Fax: 022 - 25794771.
4	M/s Maytas - China Railway 18th Bureau (Group) Corporation Ltd. Consortium, 6-3-1186/1&2, IIIrd Floor, Maytas House, Begumpet, Hyderabad-500 016. Ph. 040-40409333 Fax: 040-40409385
5	M/s IJM-Abertis - IDFC JV, 1-90/A, Plot No.20&21 R.B.I. Colony, Madhapur, Hyderbad -500081 Tel : 040-23114661 Fax: 040-23114669 Email :Pankaj@IJM.com
6	M/s ISOLUX-SOMA Consortium, 14, Avenue -4 Banjara Hills, Hyderabad-500 034, Andhra Pradesh Ph:040-66636666 Fax: 040-23321286

SOMA ISOLUX KSHAMANIDHI BEAWAR TOLL WAY PVT. LTD. IND...

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

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

Project: Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III.

Addendum No. 6

In pursuance to the notification of the "National Highways Fee (Determination of Rates and Collection) Rules, 2008", the following provision in the RFP (Draft Concession Agreement) and RFP (Schedules) stands modified in the manner as provided below:

1. The whole of Article 27 (User Fee) stands modified and the modified Article 27 is attached as Annexure A (Pages 4) to this addendum.

2. Certain definition, as stated below, provided in Article 48 (Definitions), stand modified in the manner, as provided below:

Sr. No.	Reference Clause/ Page No.	Existing Clause	Modified Clause
1.	"Bus"	"Bus" means any passenger motor vehicle with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms;	"Bus" means any passenger motor vehicle with a registered carrying capacity exceeding 32 (thirty two) excluding the driver;
2	"Car"	"Car" means and includes any motor transport vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7500 (seven thousand five hundred) kilograms, but does not include a Motor Cycle, Tractor or road roller;	"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;

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3	"Fee"	"Fee" means the charge levied on and payable for a vehicle using the Project Highway or a part thereof, in accordance with the Fee Notification and this Agreement;	"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"	"Fee Notification" means the Notification No. *** dated *** issued by the Government in exercise of the powers conferred by Section 7 of the National Highways Act, 1956 in respect of the levy and collection of Fee during the Concession Period, and a copy of which is at Schedule-R, and includes any subsequent notifications issued from time to time for levy and collection of the Fee contemplated by the provisions of 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 in respect of the levy and collection of Fee during the Concession Period, substantially in the form at Schedule-R;
	"Fee Rules"		"Fee Rules" mean the National Highways Fee (Determination of Rates and Collection) Rules, 2008;
	"Heavy Truck" or "Multi-axle truck"	"Heavy Truck" or "Multi-axle truck" means any goods carrier with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms and includes a truck with three or more axles;	"Multi-axle truck" or "Heavy Truck" means any goods carrier, heavy construction machinery or earth moving equipment with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms, but less than 60,000 (sixty thousand) kilograms, and includes a truck with three to six axles;
	"Light Commercial Vehicle" or	"Light Commercial Vehicle" or "LCV" means any passenger	"Light Commercial Vehicle" or "LCV" means any passenger vehicle, minibus, light goods

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	"LCV"	vehicle or goods carrier with a Gross Vehicle Weight exceeding 7500 (seven thousand five hundred) kilograms and includes a Tractor with Trailer but does not include a Tractor, Bus, Truck or Heavy Truck;	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 Traffic"	"Local Traffic" shall have the meaning as defined in Schedule- R;	"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;
	"Oversized Vehicle"		"Oversized Vehicle" means any vehicle having 7 (seven) or more axles or a Gross Vehicle Weight exceeding 60,000 (sixty thousand) kilograms;
	"PCU"	"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	"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

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		Agreement, shall include only motorised vehicles liable to payment of user charges at the Toll Plaza[s] in accordance with the Fee Notification and the Exempted Vehicles specified therein, but does not include Tractors, Tractors with Trailer, Motor Cycles and non-motorised vehicles;	payment of user charges at the Toll Plaza[s] 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;
	"Toll Plaza"	"Toll Plaza" means the structures and barriers erected on 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 Plaza shall not be erected within a distance of 10 (ten) kilometres from the notified urban limits of Dhule city as notified on the date of this Agreement and shall be situated at locations to be decided by the Concessionaire in consultation with the Independent Engineer;	"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 Plaza[s] 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;
	"Tractor"	"Tractor" means a motor vehicle which is not itself constructed to carry any	"Tractor" means a motor vehicle which is not itself constructed to carry any load other than the

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National Highways Authority of India New Delhi

		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;	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;
	"Truck"	"Truck" means any goods carrier with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms and includes a road roller, but does not include a Heavy Truck;	"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;

3. The whole of Schedule R (Fee Notification) stands modified and the modified Schedule R is attached as **Annexure B**(Pages 17) to this addendum.

4. The Total Project Cost has been modified from Rs 722.24 Crore to **Rs 795.00 Crore.** The modified Total Project Cost shall be considered for this Concession.

5. Certain changes in RFP document as given in Annexure C (Pages 4) shall be considered by the bidder.

6. The Bid Due Date shall be read as 23/12/2008 in place of 15/12/2008 as given vide **Addendum-5.** Time of Bid submission remains unchanged.

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Annexure A

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 (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 (the "Fee Notification") within 90 (ninety) 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 Permit 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.

27.2.2 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.

27.2.3 The user fee shall be increased annually, without compounding, by 3% (three percent) thereof with effect from April, 2008 and such increased rates shall be deemed to be the base rates for the purpose of this Agreement.

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Authority of India

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.

27.5 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 Reappropriation of excess Fee

27.6.1 In the event that the average daily traffic of PCUs in any Accounting Year shall have

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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 Plaza[s] from vehicles crossing the Toll Plaza[s] 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 Plaza[s] 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 OR *only use part of the Project Highway situated on any one side of the Toll Plaza*]. It is further acknowledged and agreed that the restrictions hereunder shall not extend beyond a distance of 10 (ten) kilometres from the Toll Plaza[s] 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.

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

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National Highways Authority of India

such vehicle from using the Project Highway and may have such vehicle removed therefrom.

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 at the rate applicable to the next higher category of vehicles.

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 Plaza[s], 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.





Annexure B

SCHEDULE –R
(See Clause 27.1.1)

FEE NOTIFICATION

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department 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 Shipping, 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 section of national highway from Km 364.125 to Km 58.245 (Kishangarh – Ajmer _ Beawar Section) of National Highway No. 8 in the state of Rajasthan to the National Highways Authority of India (hereinafter referred to as the "Authority");

And whereas, pursuant to the provisions of section 14 of the said Act, the Authority has entered into an agreement with ....., having its Registered Office at ..... (hereinafter referred to as "Concessionaire") for the development of the Kishangarh – Ajmer _ Beawar Section from 364.125 to Km 58.245 (hereinafter referred to as the said section) of the National Highway No. 8 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, 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 stretch from Km 364.125 to Km 58.245 (Kishangarh – Ajmer _ Beawar Section) of National Highway No. 8, in the State of Rajasthan 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

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operation of the said section of national highway, subject to and in accordance with the said Rules and the provisions of the aforesaid agreement.

The fee levied and collected hereunder shall be due and payable at the following Toll Plazas for the distance specified for each such Toll Plaza:

S No.	Location of Toll Plaza	Length (in km) for which Fee payable.
1	At Km 379.000 (existing chainage)	46.78
2	At Km 46.000 (existing chainage)	46.78

[F.No. RW/NH-*****]

(Name)

Deputy Secretary

Government of India

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Road Transport and Highways)

NOTIFICATION

New Delhi, the 5th December, 2008

G.S.R. 838(E).—In exercise of the powers conferred by section 9 of the National Highways Act, 1956 (48 of 1956) and in supersession of the National Highways (Temporary Bridges) Rules, 1964, the National Highways (Collection of Fees by any person for the Use of Section of National Highways/Permanent Bridge/Temporary Bridge on National Highways) Rules, 1997, the National Highways (Fees for the Use of National Highways Section and Permanent Bridge - Public Funded Project) Rules, 1997 and the National Highways (Rate of Fees) Rules, 1997, except as respects things done or omitted to be done before such supersession, the Central Government hereby makes the following rules for collection of fee for use of sections of national highways, permanent bridges, bypasses and tunnels, namely:-

1. **Short title and commencement.** - (1) These rules may be called the National Highways Fee (Determination of Rates and Collection) Rules, 2008.

(2) They shall come into force on the date of their publication in the Official Gazette.

(3) They shall not apply to agreements and contracts executed and bids invited prior to the publication of these rules.

2. **Definitions.**– (1) In these rules, unless the context otherwise requires,-

(a) "Act" means the National Highways Act, 1956;

(b) "base year" means the period from 1st April 2007 to 31st March 2008;

(c) "bypass" means a section of the national highway bypassing a town or city;

(d) "concessionaire" means a person with whom an agreement has been entered into under section 8A of the Act;

(e) "elevated highway" means any section of national highway raised above ground level through support of piers or columns;

(f) "executing authority" means an officer or authority notified by the Central Government under section 5 of the Act;

(g) "expressway" means a national highway having a divided carriageway suitable for high speed traffic and with control of access;

(h) "financial year" means the year commencing on the 1st day of April of a year and ending on 31st day of March of the succeeding year;

(i) "gross vehicle weight" in respect of any vehicle means the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (59 of 1988);

(j) "lane" means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimeters;

(k) "mechanical vehicle" means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicles Act,1988;

(l) "notification" means a notification published in the Official Gazette;

(m) "private investment project" means a project relating to section of national highway, permanent bridge, bypass or tunnel, as the case may be, for which an agreement is entered into with a concessionaire;

(n) "public funded project" means a project which is not a private investment project, as defined in clause (m) above and includes a private investment project in respect of which the agreement has expired;

(o) "toll plaza" means any building, structure or booth made for collection of fee.

(2) Words and expressions used herein and not defined but defined in the National Highways Authority of India Act, 1988 shall have the meanings respectively assigned to them in that Act.

3. **Levy of fee.**- (1) The Central Government may by notification, levy fee for use of any section of national highway, permanent bridge, bypass or tunnel forming part of the national highway, as the case may be, in accordance with the provisions of these rules:

Provided that the Central Government may, by notification, exempt any section of national highway, permanent bridge, bypass or tunnel constructed through a public funded project from levy of such fee or part thereof, and subject to such conditions as may be specified in that notification.

(2) The collection of fee levied under sub-rule (1) of rule 3, shall commence within forty- five days from the date of completion of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, constructed through a public funded project.

(3) In case of private investment project, the collection of fee levied under sub-rule (1) shall be made in accordance with the terms of the agreement entered into by the concessionaire.

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(4) No fee shall be levied for the use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, by two wheelers, three wheelers, tractors and animal drawn vehicles:

Provided that three wheelers, tractors and animal-drawn vehicles shall not be allowed to use the section of national highway, permanent bridge, bypass or tunnel, as the case may be, where a service road or alternative road is available in lieu of the said national highway, permanent bridge, bypass or tunnel:

Provided further that where service road or alternative road is available and the owner, driver or the person in charge of a two wheeler is making use of the section of national highway, permanent bridge, bypass or tunnel, as the case may be, he or she shall be charged fifty per cent. of the fee levied on a car.

Explanation1.- For the purposes of this rule,- (a) "alternative road" means such other road, the carriageway of which is more than ten meters wide and the length of which does not exceed the corresponding length of such section of national highway by twenty per cent. thereof;

(b) "service road" means a road running parallel to a section of the national highway which provides access to the land adjoining such section of the national highway.

(5) The fee notified by the Central Government under these rules shall be rounded off and levied in multiple of the nearest Rupees five.

4. **Base rate of fee.** - (1) The rate of fee for use of the section of national highway, permanent bridge, bypass or tunnel constructed through public funded project or private investment project shall be identical.

(2) The rate of fee for use of a section of national highway of four or more lanes shall, for the base year 2007-08, be the product of the length of such section multiplied by the following rates, namely:-

Type of Vehicle	Base rate of fee per km (in Rupees)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck	2.20
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (three to six axles)	3.45
Oversized Vehicles (seven or more axles)	4.20

Explanation.- For the purposes of this rule,-

(a) "car" or "jeep" or "vaan" or "light motor vehicle" means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;

(b) "light commercial vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilograms but less than twelve thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve but does not exceed thirty two excluding the driver;

(c) "truck" or "bus" means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilograms but less than twenty thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty two, excluding the driver;

(d) "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 three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilograms but less than sixty thousand kilogram; and

(e) "oversized vehicle" means any mechanical vehicle having seven or more axles or vehicle with a gross vehicle weight exceeding sixty thousand kilograms.

(3) The rate of fee for use of a section of national highway, having two lanes and on which the average investment for up gradation has exceeded Rupees one crore per kilometer, shall be sixty per cent. of the rate of fee specified under sub-rule (2) of rule 4.

(4) The rate of fee for use of permanent bridge, bypass or tunnel constructed with the cost exceeding Rupees ten crore, shall, for the base year 2007-08, be as follows:-

Base rate of fee (Rupees per vehicle per trip)					
Cost of permanent bridge, bypass or tunnel (Rupees in crore)	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Truck or Bus	HCM, EME or MAV	Oversized Vehicle
10 to 15	5	7.50	15	22	30
For every additional Rupees five crore or part thereof, exceeding Rupees fifteen crore and up to Rupees one hundred crore.	1	1.50	3	4.50	6
For every additional Rupees five crore or part thereof, exceeding Rupees one hundred crore and upto Rupees two hundred crore.	0.75	1.15	2.25	3.40	4.50
For every additional Rupees five crore or part thereof, exceeding Rupees two hundred crore.	0.50	0.75	1.50	2.25	3

Provided that while computing fee for the section of national highway on which a permanent bridge, bypass or tunnel costing Rupees fifty crore or more is situated, the length of such permanent bridge, bypass or tunnel shall be excluded from the length of such section of national highway and fee shall be levied at the rates specified for such permanent bridge, bypass and tunnel:

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National Highways Authority of India New Delhi

Provided further that where the cost of such permanent bridge, bypass or tunnel, as the case may be, is less than Rupees fifty crore, and the said permanent bridge, bypass or tunnel, form part of the section of national highway, then instead of above rate of fee, the rate of fee specified under sub-rule (2) of rule 4 shall be applicable for such permanent bridge, bypass or tunnel.

Explanation.- For the purpose of this sub-rule,-

(a) the cost for private investment project, shall be the cost as assessed by the executing authority prior to invitation of bids from the concessionaire ;

(b) the cost for public funded project shall be the cost as assessed by the executing authority six months prior to completion thereof.

5. Annual revision of rate of fee.-(1) The rates specified under rule 4 shall be increased without compounding, by three per cent. each year with effect from the 1st day of April, 2008 and such increased rate shall be deemed to be the base rate for the subsequent years.

(2) The applicable base rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 (i.e. 208.7) and the week ending on or immediately after January 1 of the year in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index.

(3) The formula for determining the applicable rate of fee shall be as follows:-

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \left\{ \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \right\} \times 0.4$$

Explanation.- for the purposes of this sub-rule ,-

(a) applicable rate of fee shall be the rate payable by the user;

(b) base rate shall be the rate specified in rule 4 read with sub-rule (1) of rule 5;

(c) WPI A means the wholesale price index of the week ending on or subsequent to 1st January immediately preceding the date of revision under these rules; and

(d) WPI B means the wholesale price index of the week ending on 6th January, 2007 i.e. 208.7.

Illustration:

If the revision is to be made for the year 2008-09 by applying the wholesale price index of the week ending on 5th January 2008 (i.e. 216.6), then the rate for car, jeep or van will be 0.6796 as computed below:

$$\text{Applicable rate of fee: } 0.6695 + 0.6695 \times \left\{\frac{216.6 - 208.7}{208.7}\right\} \times 0.4 = 0.6796$$

(4) Annual revision of rate of fee under this rule shall be effective from first of April every year.

6. Collection of fee.- (1) Fee levied under these rules shall be collected by the Central Government or the executing authority or the concessionaire, as the case may be, at the toll plaza.

(2) Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of national highway, permanent bridge, bypass or tunnel, before crossing the toll plaza, pay the fee specified under these rules.

(3) The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other like device:

Provided that no additional charges shall be realised for making the payment of fee by use of a smart card or on board unit (transponder) or any other such device.

(4) Any driver, owner or person in charge of a mechanical vehicle who opts for the installation of on board unit (transponder) or any other such device for payment of fee, shall deposit a refundable security equivalent to the cost of the equipment with the Central Government, the executing authority or the concessionaire, as the case may be, for such installation and no interest shall accrue on such security deposit.

SOMA-SOLUX
TOLL WAY PVT. LTD.
INDIA

Embassy of India

Soma

Date:

To,
The Manager,
ICICI Bank
Karnal

Dear Sir,

Please find enclosed here with ICICI Bank Cheque bearing no. ---------- Dated ---------- for **Rs. 29990/-** (Rupees twenty nine thousand nine hundred ninty only) towards our staff salaries for the month of June-09. The salary details are enclosed. Please do the needful as possible as.

Thanking you,

Yours faithfully

For **Soma Enterprise Ltd**

B.V.V.Jagadish Raju
(Sr.Manager – Accounts)

Encl: Staff Salary Details.

SOMA ENTERPRISE LIMITED.

Site Office: NHAI, NH-8B, Pkg.2 Project, C/o Rasikbhai ManajiBhai Zalawadia, Adarsha Street, Rajmarg, Upleta.Tauka: Upleta, Pin: 360 490 Dist: Rajkot (Gujarat) .Ph:02826 222699

Corp. Office: 14 Avenue - 4, Banjara Hills, Hyderabad – 500034, A.P. INDIA.
Ph: 040-55636666, Fax: 040 3321286, e-mail info@somaenterprise.com

(5) The person receiving such fee under sub-rule (2) of rule 6, shall issue to the driver, owner or person in charge of mechanical vehicle a receipt, specifying therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received:

Provided that where the fee is paid through smart card or on board unit (transponder) or any other such device, a receipt shall be issued on demand only.

(6) The fee shall be collected in perpetuity by the Central Government or the executing authority, as the case may be, and for a specified period in accordance with the terms of the agreement entered into by the concessionaire.

(7) In respect of public funded projects the fee levied under these rules shall be collected by the Central Government, or the executing authority, as the case may be, through its own officials or through a contactor.

7. **Remittance and appropriation of fee.**—(1) In case of public funded projects, the fee collected under the provisions of these rules by every executing authority shall be remitted to the Central Government:

Provided that the Central Government may by notification allow any or all executing authorities to appropriate the whole or any part of the fee for such purposes and subject to such conditions as may be specified in the said notification:

Provided further that in case of private investment projects, the fee collected under the provisions of these rules shall be appropriated by the concessionaire in accordance with the provisions of and for the performance of its obligations under the agreement entered into by such concessionaire.

(2) Every executing authority shall remit to the Central Government, the amount of fee collected over and above the amount permitted to be appropriated by the executing authority under sub-rule (1) of rule 7, within ninety days from the date of the closing of the financial year along with an annual return showing the amount collected and the

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expenditure incurred on collection of fee, including the administrative and management expenses.

(3) The Central Government shall by notification determine the administrative and management expenses which may be allowed to be deducted and retained by the executing authority.

8. Location of toll plaza.- (1) The executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometers from a municipal or local town area limits:

Provided that the executing authority may, for reasons to be recorded in writing, locate or allow the concessionaire to locate a toll plaza within a distance of ten kilometers of such municipal or local town area limits, but in no case within five kilometers of such municipal or local town area limits:

Provided further that where a section of the national highway, permanent bridge, bypass or tunnel, as the case may be, is constructed within the municipal or town area limits or within five kilometers from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometers from such limits.

(2) Any other toll plaza on the same section of national highway and in the same direction shall not be established within a distance of sixty kilometers:

Provided that where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire to establish another toll plaza within a distance of sixty kilometers:

Provided further that a toll plaza may be established within a distance of sixty kilometers from another toll plaza if such toll plaza is for collection of fee for a permanent bridge, bypass or tunnel.

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9. Discounts.-(1) The executing authority or the concessionaire, as the case may be, shall upon request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule (2) of rule 9.

(2) A driver, owner or person in charge of a mechanical vehicle who makes use of the section of national highway, permanent bridge, bypass or tunnel, may opt for such pass and he or she shall have to pay the fee in accordance with the following rates, namely:-

Amount payable	Maximum number of one way journeys allowed	Period of validity
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys.	Fifty	One month from date of payment

(3) A person who owns a mechanical vehicle registered for non-commercial purposes and uses it as such for commuting on a section of national highway, permanent bridge, bypass or tunnel, may obtain a pass, on payment of fee at the base rate for the year 2007-2008 of Rupees one hundred and fifty per calendar month and revised annually in accordance with rule 5, authorising it to cross the toll plaza specified in such pass:

Provided that such pass shall be issued only if such driver, owner or person in charge of such mechanical vehicle resides within a distance of twenty kilometers from the toll plaza specified by such person and the use of such section of national highway, permanent bridge, bypass or tunnel, as the case may be, does not extend beyond the toll plaza next to the specified toll plaza.

Provided further that no such pass shall be issued if a service road or alternative road is available for use by such driver, owner or person in charge of a mechanical vehicle.

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(4) No pass shall be issued or fee collected from a driver, owner or person in charge of a mechanical vehicle that uses part of the section of a national highway and does not cross a toll plaza.

10. **Rate of fee for overloading.**- (1) Without prejudice to the liability of the driver, owner or a person in charge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under sub-rule (2) of rule 4, shall be liable to pay fee at such rate which is applicable for the next higher category of mechanical vehicles:

Provided that the payment of such fee for overloading shall not entitle a driver or owner or a person in charge of a mechanical vehicle to make use of such national highway and his or her vehicle shall be prevented from using the national highway or crossing the toll plaza until the excess load has been removed from such mechanical vehicle.

(2) The weight of a mechanical vehicle, as recorded at a weighbridge installed at the toll plaza, shall be the basis for levying the fee for overloading under this rule:

Provided that where no weighbridge has been installed at the toll plaza, no fee for overloading shall be levied and collected under this rule and the driver, owner or person incharge of the mechanical vehicle shall be liable to pay fee applicable for such vehicle only.

11. **Exemption from payment of fee.**- (1) No fee shall be levied and collected from a mechanical vehicle,-

(a) transporting and accompanying,-

(i) the President of India;
(ii) the Vice-President of India;
(iii) the Prime-Minister of India;
(iv) the Chief Justice of India;
(v) the Governor;
(vi) the Lieutenant Governor;
(vii) the Union Minister;

(viii) the Chief Minister;

(ix) the Judge of Supreme Court;

(x) the Chairman of the Council of State;

(xi) the Speaker of the House of People;

(xii) the Chairman of the Legislative Council of the State;

(xiii) the Speaker of the Legislative Assembly of the State;

(xiv) the Chief Justice of High Court;

(xv) the Judge of High Court;

(xvi) Ministers of States; and

(xvii) Foreign dignitaries on State visit.

(b) used for official purposes by,-

(i) the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made thereunder, as extended to Navy also;

(ii) the Central and State armed forces in uniform including para military forces and police;

(iii) an executive Magistrate;

(iv) a fire-fighting department or organisation;

(v) the National Highway Authority or any other organisation or person using such vehicle for inspection, survey, construction or operation and maintenance thereof; and

(c) used as ambulance.

12. **Display of Information.**- (1)The executing authority or the concessionaire, as the case may be, shall publish a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper, each in English and vernacular language, having a wide circulation in such area.

(2) The executing authority shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and local language five hundred meters ahead of the toll plaza,-

(i) the amount of fee payable for each class of vehicles and the discounts available under rule 9;

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(ii) the categories of vehicles exempted from payment of fee; and

(iii) the name, address and telephone or contact number of the executing authority or the concessionaire, as the case may be.

(3) The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

13. Unauthorised collection.- (1) An officer authorised by the Central Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the executing authority or the concessionaire, as the case may be, and recover the same from such authority or concessionaire , along with an additional sum equal to twenty five per cent. of the excess fee collected:

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to the executing authority or concessionaire, as the case may be.

(2) Any driver, owner or person incharge of a mechanical vehicle aggrieved by unauthorised collection of fee, may lodge a complaint with the officer authorised by the Central Government or the executing authority, as the case may be, in this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

14. Failure to pay fee.- (1) If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of national highway, permanent bridge, bypass or tunnel, his or her vehicle shall not be allowed to use such section of national highway, permanent bridge, bypass or tunnel and in case such vehicle obstructs the normal flow of traffic, the executing authority or the concessionaire, as the case may be, may get such obstructing vehicle removed from the national highway, permanent bridge, bypass or tunnel, as the case may be.

(2) Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the mechanical vehicle.

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(3) Where the Central Government, executing authority or the concessionaire, as the case may be, has reason to believe that a mechanical vehicle is plying on a section of the national highway, permanent bridge, bypass or tunnel without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due from such vehicle.

15. Power of Central Government to verify records.- An officer duly authorised by the Central Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the executing authority or the concessionaire, as the case may be.

16. Collection of fee in respect of Private Investment Project.- (1) The fee levied under the provisions of sub-rule (3) of rule 3 shall be collected by the concessionaire till its agreement is in-force.

(2) On and from the date of expiry of the agreement specified under sub-rule (3) of rule 3, the fee levied shall be collected by the Central Government or the executing authority, as the case may be.

17. Bar for installation of additional barrier.- No barrier shall be installed at any place, other than at the toll plaza, except with the prior permission in writing of the Central Government or the executing authority, as the case may be, who after being satisfied that there is evasion of fee, may allow on such terms and conditions as it may impose, the installation of such additional barrier by the Central Government, the executing authority or the concessionaire, as the case may be, within ten kilometers from the toll plaza, to check the evasion of fee:

Provided that the Central Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing, withdraw such permission.

Provided further that where the Central Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the

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concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a reasonable period.

[F. No. RW/NH-25016/1/2008/P&P]

P. K. TRIPATHI, Jt. Secy.

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SOMA-ISOLUX
NIRMANGARH BEAWAR
TOLL
National Highways Authority of India
New Delhi

AE 2

Annexure C

Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan on build, operate and transfer ("BOT") basis under NHDP Phase-III.

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2	Addendum for RFP Volume II (Draft Concession Agreement & Schedules)	4

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

1. Clause 1.1.1 shall be read as given below:

Brief particulars of the Project are as follows:

Name of the Highway	Length (in KM)	Total Project Cost (In Rs. cr.)
Six laning of Kishangarh-Ajmer-Beawar of NH-8 from km 364.125 to km 58.245	93.56	795

Instead of

Brief particulars of the Project are as follows:

Name of the Highway	Length (in KM)	Estimated Project Cost (In Rs. cr.)
Six laning of Kishangarh-Ajmer-Beawar of NH-8 from km 364.125 to km 58.245	93.56	722.24

2. Clause 1.2.4 shall be read as given below:

A Bidder is required to deposit, along with its Bid, a bid security of Rs.14.43 Crore (the "Bid Security"), refundable not later than 60 days from the Bid Due Date except in the case of the lowest/highest Bidder.

Instead of

A Bidder is required to deposit, along with its Bid, a bid security equivalent to 1.85% (One point eight five per cent) of the Estimated Project Cost (the "Bid Security"), refundable not later than 60 days from the Bid Due Date except in the case of the lowest/highest Bidder.

3. Clause 2.1.7 shall be read as given below:

The Bidder shall deposit a Bid Security equivalent to about 1.82% (One point eight two per cent) of the Estimated Project Cost i.e. Rs. 14.43 Crore (Rupees Fourteen Crores and Forty Three Lakhs Only) in accordance with the provisions of this RFP.

Instead of

The Bidder shall deposit a Bid Security equivalent to about 1.85% (One point eight five per cent) of the Estimated Project Cost i.e. Rs. 13.33 Crore (Rupees Thirteen Crores and Thirty Three Lakhs Only) in accordance with the provisions of this RFP.

4. Appendix- I, Letter Comprising the Bid: Para 26 shall be read as give below

I/We hereby submit our Bid and offer a Premium in the form of ___ (in words) number of days before/ after COD (Strikeover whichever is not applicable) for start of Premium payment

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY

National Highways Authority of India

as share of the Authority / require a Grant of Rs. _____ (Rupees _____ only) (Strike out whichever is not applicable) for undertaking the foresaid Project in accordance with the Bidding Documents and the Concession Agreement

Instead of

I/We hereby submit our Bid and offer a Premium in the form of ____ number of days after/ COD for start of Premium payment as share of the Authority / require a Grant of Rs. _____ (Rupees _____ only) (Strike out whichever is not applicable) for undertaking the foresaid Project in accordance with the Bidding Documents and the Concession Agreement

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

Authority of India

A. Draft Concession Agreement

1. Clause 48.1 shall be read as given below:

Adjusted Equity: point (c)

after the 4th (fourth) anniversary of the Project Completion Date, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.46% (zero point four six per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of the Project Completion Date

Instead of

after the 4th (fourth) anniversary of the Project Completion Date, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.64% (zero point six four per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of the Project Completion Date

2. Clause 48.1 shall be read as given below:

"Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 14.43 Crore (Rupees Fourteen Crores and Forty Three Lakhs Only), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

Instead of

"Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 7.22 crore (Rupees Seven Crore Twenty Two Lakhs Only), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

3. Clause 48.1 shall be read as given below:

Total Project Cost: point (c)

a sum of Rs. 795 crore (Rupees Seven Hundred Ninety Five Crores), less Equity Support;

Instead of

a sum of Rs. 722.24 crore (Rupees Seven Hundred Twenty Two crores and Twenty Four Lakhs), less Equity Support;

B. Schedules

4. In Annex I of Schedule "D" on page A-D 81 at Sl. No. 8, Item no. (i) is deleted.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

RFP

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

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

IMPORTANT

NHAI/BOT/RJ/11019/1/2008/ 600

18th December 2008

To

As per the list
(Annexure I – Bidders who have been short listed for Six Laning of the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan)

Sub : Six Laning of the Existing Road from Km 364.125 to Km 58.245 (Approximately 93.56 Km) on the Kishangarh Ajmer – Beawar Section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer (BOT) under NHDP Phase -III on Design, Build Finance, Operate and Transfer (DBFOT) Basis- **Addendum 7 reg.**

Sir,

Addendum No. 7 to the above project is as under:-

1. The Bid Security wherever appearing in the Bid Document shall be read as Rs 14.43 crores (Rupees Fourteen Crores and Forty Three Lakhs only)

2. The Performance Security wherever appearing in the Bid Document shall be read as Rs. 39.75 crore (Rupees Thirty Nine Crore and Seventy Five Lakhs only).

3. 20% of Total Project Cost as indicated in Para 8 of Schedule F (RFP Vol. III) stands revised and shall be read as Rs. 159.00 crore.

You are requested to consider the above while submitting the Bid.

Yours sincerely,

(L.P. Padhy)
General Manager (Tech)

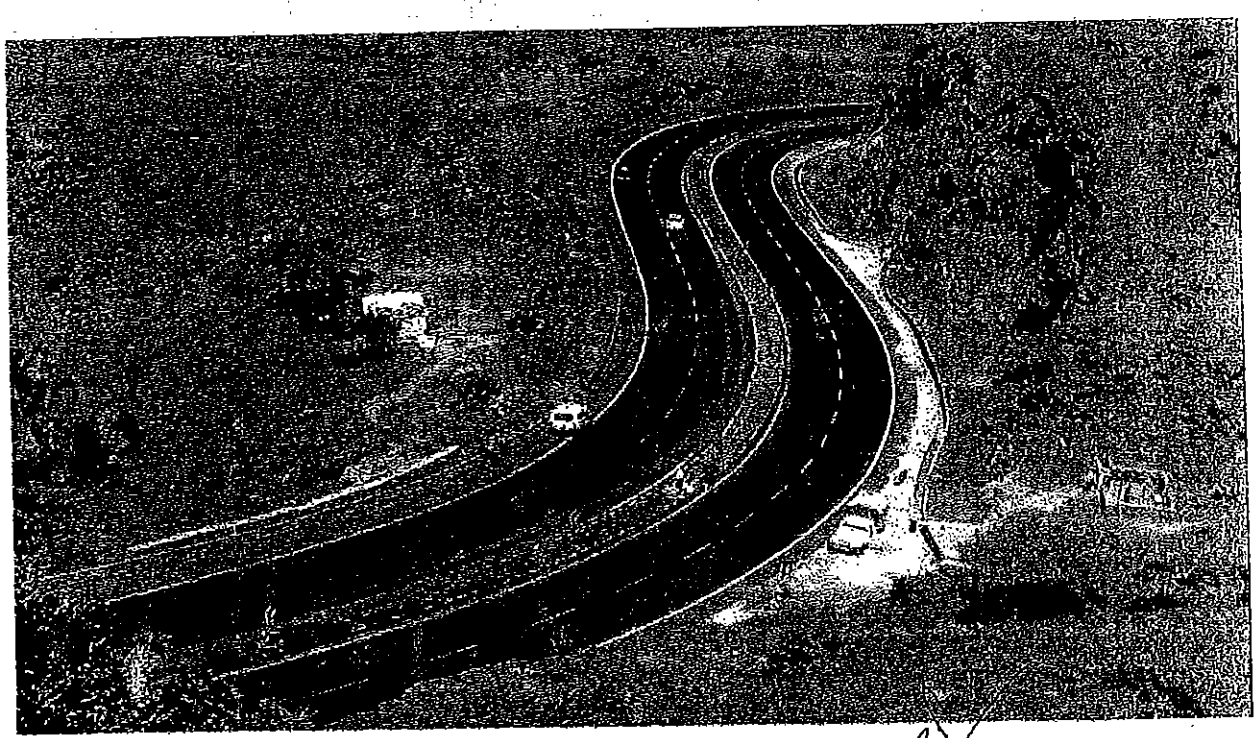
SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

"BID"

Bid for Six Laning of the existing Road from Km 364.125 to Km 3.245 (approximately 93.56 Km) on the Kishangarh – Ajmer – Beawar section of National Highway No. 8 in the State of Rajasthan on Build, Operate and Transfer ("BOT") under NHDP Phase – III on Design, Build, Finance, Operate and Transfer basis"

To
Mr. S.K. Nirmal
General Manger (BOT) II – A
National Highways Authority of India
G 5 & 6, Sector 10, Dwaraka
New Delhi – 110 075
Fax No: +91 11 2509 3540
Email : sknirmal@nhai.org

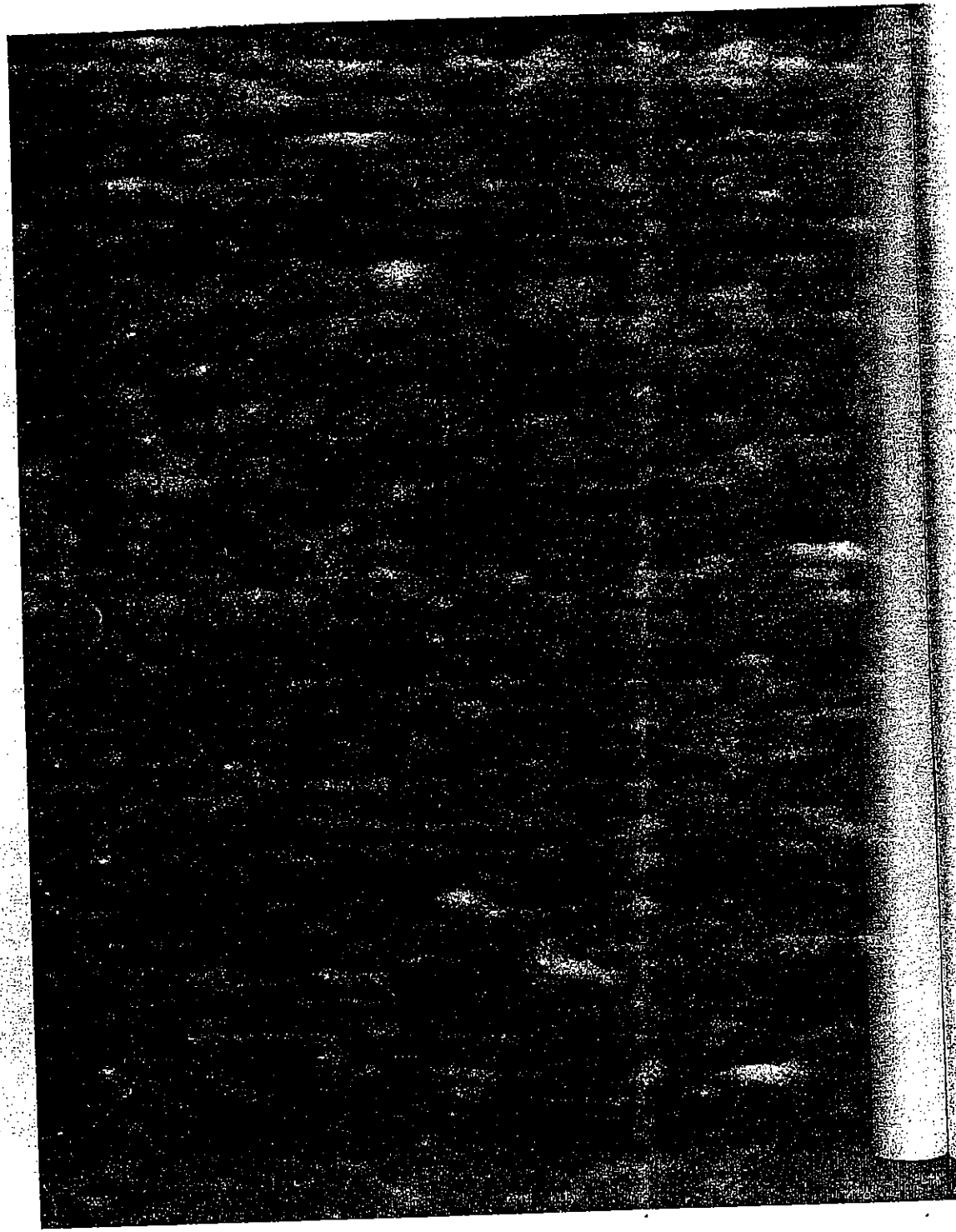


Submitted by

ISOLUX – SOMA CONSORTIUM
14, Avenue – 4, Banjara Hills
Hyderabad – 500 034
Andhra Pradesh

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT LTD

National Highways Authority of India



ISOLUX – SOMA CONSORTIUM

APPENDIX – 1

Letter comprising the Bid

Dated: 20.12.2008

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

Sub : Bid for Six laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawar section of National Highway No.8 in the State of Rajasthan on build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis

Dear Sir,

With reference to your RFP document dated September 2008, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct.

3. This statement is made for the express purpose of qualifying as a Bidder for the Development, Construction, Operation and Maintenance of the aforesaid Project.

4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we/any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. We declare that :

   (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

   (b) We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document.

Contd... 2

Avenue – 4 Banjara Hills, Hyderabad – 500 034
Phone : 040 – 6662 2266, Fax : 040 – 2332 1286, E-mail : ...@somaenterprise.com

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY INDIA

National Highway Authority of India

(c) We have not directly or indirectly or though an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6 of the RFP document.

9. We believe that we/our Consortium / proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document and are / is qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.

10. We declare that we/any Member of the Consortium, are/ is not a Member of a / any other Consortium submitting a Bid for the Project.

11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.

14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix – V thereof.

15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the Provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

Contd... 3

ISOLUX SOMA CONSORTIUM

SOMA-ISOLUX BHUGARH BEAWAR TOLL WAY PVT. LTD.

16. [We acknowledge that our Consortium /proposed Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members, who will own at least 26% of the equity of the Concessionaire and undertake that each of such consortium members shall continue to hold at least 26% of the equity of the Concessionaire until the Commercial Operation Date of the Project is achieved under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.]

17. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Concession Agreement.

19. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of our being declared as the Selected Bidder, We agree to enter into a Concession Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set forth in
the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

22. The [Premium / Grant] has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Bid.

23. We offer a Bid Security of **Rs. 14.43 Crores (Rupees Fourteen Crores Forty Three Lakhs only)** to the Authority in accordance with the RFP Document.

Contd...4

24. The Bid Security in the form of a ~~Demand Draft /~~ Bank Guarantee is attached.

25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to us or our Bid is not opened.

26. We hereby submit our Bid and offer a Premium in the form of 1357 days ~~one thousand three hundred and fifty seven days~~ after COD for start of Premium Payment as share of the Authority/~~per cent of the gross revenues of the project as share of the Authority/require a Grant~~ of ~~Rs. (Rupees only)~~ (strike out whichever is not applicable) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

27. We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

28. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,
For **ISOLUX – SOMA Consortium**

(Mario Anibal Pastinante)
Authorised Signatory

Date: 20.12.2008

Place: Hyderabad

SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT LTD. INDIA

भारत-गैर-न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

आंध्रप्रदेश आन्ध्र प्रदेश ANDHRA PRADESH

P 343848

Sl. No. 4928 Date 05/12/08 Rs. 100/-

Sold To. Chaitanya S/o Venkateswarlu Hyd

For Whom Icici Bank Hyd

K. RAMADEVI
Stamp Vendor, Lic. No. 2/98
Renewal Lic. No. 13/2007
S.No. 6-1-563 Near Railway Gate
Balaraipalli, Hyderabad-500 004

ICICI BANK LIMITED
Block, ICICI Bank Tower,
Le...H, West Wing,
-1-56, Street No. 1,
Banjara Hills, Hyderabad-500034.

This Stamp Paper forms an integral part of
Bank Guarantee No. 0808BG0011408
dated 20/12/08 for Rs. 7,21,50,000/-
(Rupees Seven Crore twenty One Lakhs
& fifty thousand Only)
issued on behalf of M/s. ISOLUX - SOMA
Consortium

For ICICI BANK LIMITED

Authorised Signatory

GUNJAN AJMERA
M-1835

Authorised Signatory
RAVI MAHANUBHAVE
M-907

SOMA-ISOLUX
KISHANGARH-RENWAL
(RAJ.) NH-8
EPT. LTD.
INDIA

Certificate Authority of India
New Delhi

Sr. No. 255482

BANK GUARANTEE

ICICI Bank Limited
(Incorporated in India)

ICICI Bank
BG Number:0008BG00114008

Date:20.12.2008

1 Bank Guarantee for Bid Security

2 B.G.No.0008BG00114008

3 Dated:20.12.2008

4 1. In consideration of you, National Highways Authority of India having its office at G-5 & G-6,
5 Sector 10, Dwarka, New Delhi – 110 075, (hereinafter referred to as the "Authority", which
6 expression shall unless it be repugnant to the subject or context thereof include its, successors
7 and assigns) having agreed to receive the Bid of ISOLUX – SOMA CONSORTIUM (hereinafter
8 referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context
9 there of include its / their executors administrators, successors and assigns), for the Six Laning of
10 the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh –
11 Ajmer – Beawar section of National Highway No.8 in the State of Rajasthan on build, operate and
12 transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis
13 (hereinafter referred to as "the Project") pursuant to the RFP Document dated September 2008
14 issued in respect of the Project and other related documents (hereinafter collectively referred to as
15 "Bidding Documents"), we ICICI Bank Limited having our registered office at "Landmark", Race
16 Course Circle, Vadodara – 390 007 and one of its branches at ICICI Bank Towers, LEVEL 1, West
17 Wing, 1-11-256, Begumpet, Hyderabad – 5400 016 (hereinafter referred to as the "Bank"), at the
18 request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP
19 Document, irrevocably, unconditionally and without reservation guarantee the due and faithful
20 fulfilment and compliance of the terms and conditions of the Bidding Documents (including the
21 RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith
22 to the Authority an amount of Rs. 7,21,50,000.00 (Rupees Seven Crores Twenty one lakhs and fifty
23 thousand only) as bid security (hereinafter referred to as the "Bid Security") as our primary
24 obligation without any demur, reservation, recourse, contest or protest and without reference to
25 the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions
26 contained in the said Bidding Documents.

BENEFICIARY'S COPY

For ICICI BANK LIMITED

Authorised Signatory
SUNJAN HOONIWALA
P-1635

Authorised Signatory
RAVI MAHANUBHAVE
M-907

Regd. Office: Landmark, Race Course Circle, Vadodara-390 007. Phone : 0265-2340020, Fax:0265-2341661.
E-mail: corporatecare@icicibank.com

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD.

Regd. Office: " Landmark", Race Course Circle, Vadodara 390 007. Phone : 0265-2339923-25 Fax: 0265-2339926
E-mail: corporatecare@icicibank.com Website: ICICIBank.com

Sr. No. 255486

BANK GUARANTEE

ICICI Bank Limited
(Incorporated in India)

ICICI Bank
BG Number:0008BG00114008

Date:20.12.2008

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

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding of Rs. 7,21,50,000.00 (Rupees Seven Crores Twenty one lakhs and fifty thousand only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

BENEFICIARY'S COPY

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor under this guarantee. The Authority shall have the fullest liberty without

For ICICI BANK LIMITED

Page2of4

Authorised Signatory

Authorised Signatory
RAVI MAHANUBHAVE
M-907

Regd. Office: Landmark, Race Course Circle, Vadodara-390 007. . Phone : 0265-2340020, Fax:0265-2341661.
E-mail: corporatecare@icicibank.com

Regd. Office: " Landmark", Race Course Circle, Vadodara-390 007. Phone.: 0265-2339923-26 Fax: 0265-2339926
E-mail: corporatecare@icicibank.com

VADODARA-BARODA EXPRESSWAY TOLL WAY PVT. LTD.
Authority of India

Sr. No. 255487

BANK GUARANTEE

ICICI Bank Limited
(Incorporated in India)

ICICI Bank
BG Number:0008BG00114008

Date:20.12.2008

affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Notwithstanding anything contained herein above

FOR ICICI BANK LIMITED

Authorised Signatory

Authorised Signatory

RAVI MAHANUBHAVE
M-907

BENEFICIARY'S COPY

Regd. Office: Landmark, Race Course Circle, Vadodara-390 007. . Phone : 0265-2340020, Fax:0265-2341661.
E-mail: corporatecare@icicibank.com

Regd. Office: " Landmark", Race Course Circle , Vadodara-390 007. Phone : 0265-2339923-25 Fax: 0265-2339926
E-mail: corporatecare@icicibank.com SWIFT : ICIC IN BB

KISHANGARH BEAWAR TOLL WAY

Authority of India

Sr. No. 255488

BANK GUARANTEE

ICICI Bank Limited
(Incorporated in India)

ICICI Bank
BG Number:0008BG00114008

Date:20.12.2008

1) Our liability under this guarantee is restricted to Rs. 7,21,50,000.00 (Rupees Seven Crores twenty one lakhs and fifty thousand only).

2) Our guarantee shall remain force until 30.06.2009.

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand is served on us on or before 30.06.2009 at ICICI Bank Limited, ICICI Bank Tower, Level – I, West Wing, 1-11-256, Street No.1, Begumpet, Hyderabad 500016.

For ICICI Bank Limited

Authorised Signatories

By the hand of Mr./Ms ---------- its ---------- and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

BENEFICIARY'S COPY

Regd. Office: Landmark, Race Course Circle, Vadodara-390 007. . Phone : 0265-2340020, Fax:0265-2341861.
E-mail: corporatecare@icicibank.com

SOMA-ISOLUX SHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India New Delhi

Regd. Office: " Landmark", Race Course Circle , Vadodara-390 007. Phone : 0265-2339923-25 Fax: 0265-2339926
E-mail: corporatecare@icicibank.com SWIFT : ICIC IN BB

5

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(To be stamped as an agreement in accordance with the Stamp Act in force)

Stamp

STATE BANK OF HYDERABAD

INDUSTRIAL FINANCE BRANCH
HYDERABAD - Code - 703
.....BRANCH

From

EB/A No. 011738

National Highways Authority of India
Plot No.G-5 & G-6, Sector-10,
Dwarka,
New Delhi-110075

Dear Sirs,

Extension Guarantee No.	10204
for Original Guarantee No.	10204
Extended for a period of 2M upto★	26.08.2009
Last date for lodgement of claims under Extension Guarantee : ★	26.08.2009

★ (Both should have the same date)

We hereby inform you that the Guarantee No. 8529 issued by us on 22.12.2008 for Rs. 7,21,50,000.00 and renewed till 30.06.2009 (Please strike out if not applicable) shall stand extended upto 26.08.2009 with the aforesaid date as the last date for receipt of the claim.

All other terms and conditions as appearing in the original Guarantee shall apply to this Extension Guarantee and it shall be read with the original Guarantee.

Dated the 25th day of February 200 9

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT LTD

National Highways Authority of India New Delhi

For STATE BANK OF HYDERABAD

S.B.H. LTD

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ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

S 034957

K. RAMADEVI
Stamp Vendor, L. No: 2/98
Renewal L. No: 13/2007
S.No 6-1-443, Near Railway Gate
Khairatabad, Hyderabad-500 004

Sl. No: 2142 Date: 23.10.08 Rs: 100/-
Sold To: Choudary S/o Venkateshwarlu R/o Hyd
For Whom: State Bank of Hyderabad

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

25 FEB 2009

Sub: Bank Guarantee No: 10204 dated 22.12.2008 for Rs. 7,21,50,000/- (Rupees seven crores twenty one lakhs fifty thousand only) expiring on 30.06.2009 issued in your favour on behalf of our client M/s. ISOLUX-SOMA Consortium, 14, Avenue-4, Banjara Hills, Hyderabad--500 034.

..Contd (2)..

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

Sudhir Kumar

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India

BG-10204

At the request of our client, please note that the expiry of the above-referred guarantee has been extended upto 26.08.2009.

All other terms and conditions appearing in the original guarantee shall apply to this extension guarantee and it shall be read with the original guarantee.

Notwithstanding anything contained hereinabove

1) Our liability under this Bank Guarantee shall not exceed Rs. 7,21,50,000/- (Rupees seven crores twenty one lakhs fifty thousand only).
2) The Bank Guarantee shall be valid upto 26.08.2009.
3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if your serve upon us a written claim or demand on or before 26.08.2009.

Dated the 25th day of February 2009

25 FEB 2009

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

Sudhir Kumar
SS No.7215

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

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

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

NHAI/BOT/RJ/11019/1/2008/ 118

20th February, 2009

M/s ISOLUX-SOMA Consortium,
14, Avenue -4 Banjara Hills,
Hyderabad-500 034,
Andhra Pradesh
Ph: 040-66636666, Fax: 040-23321286
011-26165143

Sub: Bid for Six-Laning of the existing road from Km. 364.125 to Km. 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan by Build, Operate and Transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – **Second round of Bidding pursuant to Clause 3.3.3 of the RFP**

Please refer to your Bid submission dated 23rd December, 2008 for the above mentioned project, wherein you have submitted a Bid of *Premium of 1357 days (One Thousand Three Hundred Fifty Seven days) after COD*.

Pursuant to the evaluation of the Bids, The Authority has decided not to accept the Bid of M/s Navinya - Atlantia Consortium, who had quoted the highest Premium of 151 days after COD due to the non adherence of the requirements of the RFP.

The Authority has now decided to initiate the "second round of bidding" as per provisions of the Clause 3.3.3 of the RFP which mentions that "*In the event that the lowest/highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid lowest/highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the lowest/highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said lowest/highest Bidder in the second round of bidding, then the Bidder whose Bid was lower/higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder*".

As per the provision of the Clause 3.3.3 of the RFP, you are hereby requested to match the Bid of M/s Navinya - Atlantia Consortium, to remain eligible for consideration of your Bid, as per the format provided at Annex A.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY

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You are also requested to extend the validity of the Bid Security submitted along with your Bid during the "First round of Bidding" upto 26th August, 2009 (i.e. 180 days from 27th February, 2009).

The Bids for the "Second round of Bidding" should be submitted before 1100 hours IST on 27th February, 2009 at the address provided in Clause 2.11.5 in the manner as detailed in the RFP issued for this Project.

The Authority shall open the Bids received in the "Second round of Bidding" at 1130 hours on 27th February, 2009, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

Yours faithfully,

(L.P. Padhy)
General Manager (DK II)
National Highways Authority of India
G-5& G-6, Sector 10, Dwarka
New Delhi – 110 075

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

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Annex-A

To,
Mr.L.P. Padhy
General Manager (DK II)
National Highways Authority of India
G-5& G-6, Sector 10, Dwarka
New Delhi – 110 075
Phone: +91 11 25074100 (Extn. 1412)
Fax: +91 11 25074100 (Extn. 2457)

Date:
Place:

Sub: Bid for Six-Laning of the existing road from Km. 364.125 to Km. 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajasthan by Build, Operate and Transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – **Second round of Bidding pursuant to Clause 3.3.3 of the RFP**

With reference to our Bid submitted on 23rd December, 2008 for the above mentioned project and in pursuance to NHAI invitation for "Second round of Bidding", I/We hereby submit our revised offer to match with the highest Bid received by NHAI during the "First round of Bidding" and offer a Premium in the form of 151 days (one hundred fifty one days) after COD for start of Premium payment as share of the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Yours faithfully,

Date:
Place:

(Signature of Authorized Signatory)
(Name and designation of the Authorized Signatory)

Name and seal of Bidder/Lead firm

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India New Delhi

ISOLUX – SOMA CONSORTIUM

ANNEX - A

Date : 26.02.2009
Place : Hyderabad

To

Mr. L.P. Padhy
General Manager (DK II)
National Highways Authority of India
G-5 & G-6, Sector – 10, Dwarka
New Delhi – 110 075
Phone: +91 11 25074100 (Extn. 1412)
Fax: +91 11 25074100 (Extn. 2457)

Sub: Bid for Six-Laning of the existing road from Km. 364.125 to Km. 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawar section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer ("BOT") under NHDP Phase – III on Design, Build, Finance, Operate and Transfer basis - **Second Round of Bidding pursuant to Clause 3.3.3 of the RFP.**

With reference to our Bid submitted on 23rd December, 2008 for the above mentioned project and in pursuance to NHAI invitation for "Second round of Bidding", We hereby submit our revised offer to match with the highest Bid received by NHAI during the "First round of Bidding" and offer a Premium in the form of 151 days (one hundred fifty one days) after COD for start of Premium payment as share of the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Thanking you,

Yours faithfully,
For ISOLUX – SOMA Consortium

(Mario Anibal Pastinante)
Authorised Signatory

Date : 26.02.2009
Place : Hyderabad

27/2/2009

27/2

27/2

27/04/09

14, Avenue – 4, Banjara Hills, Hyderabad – 500 034
Phone : 040-6663 6666, Fax : 040-2332 1286, E-mail : info@somaenterprise.com

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

ISOLUX – SOMA CONSORTIUM

February 26, 2009

To

Mr. L.P. Padhy
General Manager (DK II)
National Highways Authority of India
G-5 & G-6, Sector – 10, Dwarka
New Delhi – 110 075
Phone: +91 11 25074100 (Extn. 1412)
Fax: +91 11 25074100 (Extn. 2457)

Sub: Bid for Six-Laning of the existing road from Km. 364.125 to Km. 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawar section of National Highway No.8 in the State of Rajasthan by Build, Operate and Transfer ("BOT") under NHDP Phase – III on Design, Build, Finance, Operate and Transfer basis - **Second Round of Bidding pursuant to Clause 3.3.3 of the RFP.**

******

Dear Sir,

We invite your kind reference to letter No. NHAI/BOT/RJ/11019/1/2008/118 dated 20.02.2009 regarding extension of the validity of the Bid Security for the subject work.

As desired we are enclosing extension deeds of the Bank Guarantees, the details of which are as follows :

i. Bank Guarantee No. 10204 dated 22.12.2008 for Rs. 7,21,50,000/- (Rupees seven crores twenty one lakhs fifty thousand only), issued by State Bank of Hyderabad, IF Branch, Hyderabad towards Bid Security, valid extended upto 26.08.2009.

ii. Bank Guarantee No. 0008BG00114008 dated 20.12.2008 for Rs. 7,21,50,000/- (Rupees seven crores twenty one lakhs fifty thousand only), issued by ICICI Bank Ltd., Begumpet, Hyderabad, towards Bid Security, valid extended upto 26.08.2009.

This is for your information.

Thanking you,

Yours faithfully,
For ISOLUX – SOMA Consortium

27/2/09

(Mario Anibal Pastinante)
Authorised Signatory

Encl: as above

14, Avenue – 4, Banjara Hills, Hyderabad – 500 034
Phone : 040-6663 6666, Fax : 040-2332 1286, E-mail : info@somaenterprise.com

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India

(To be stamped as an agreement in accordance with the Stamp Act in force).

Stamp

State Bank of Hyderabad

INDUSTRIAL FINANCE BRANCH
HYDERABAD - Code - 703

BRANCH

No. BG/A 113202

National Highways Authority of India
G-5&G-6, Sector-10,
Dwarka
New Delhi -110075.

Dear Sirs,

Guarantee No.	10204
Amount of Guarantee Rs.	7,21,50,000.00
Guarantee cover from	22.12.2008 to 30.06.2009
Last date for lodgement of claim	30.06.2009

This Deed of Guarantee executed by the State Bank of Hyderabad constituted under the State Bank of India (Subsidiary Banks) Act, 1959 having its Head Office at Gunfoundry, Hyderabad, and amongst other places, a Branch at Ind. Fin. Branch 'Topaz' Building, Amrutha Hills, Punjagutta, Hyderabad – 500 082. A.P. (hereinafter referred to as 'the Bank') in favour of National Highways Authority of India, G-5 &G-6, Sector-10, Dwarka, New Delhi-110075. (hereinafter referred to as 'the Beneficiary') for an amount not exceeding Rs 7,21,50,000.00 (Rupees Seven crore twenty one lakh fifty thousand only) at the request of M/s. ISOLUX – SOMA Consortium (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. 7,21,50,000.00 (Rupees Seven crore twenty one lakh fifty thousand only) and the Guarantee shall remain in full force upto 30.06.2009 (Date of Expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the 30.06.2009 (Last date of claim)

SUBJECT TO AS AFORESAID
(Main Guarantee matter may be typed hereafter)

SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

For STATE BANK OF HYDERABAD

Accountant (countersigning Official) Sudhir Kumar

Manager (Authorised Official)

National Highways Authority of India

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INDIA STAMP DUTY

Bank Guarantee for Bid Security

B.G.No. 10204 Dated : 22 DEC 2009

1. In consideration of you, National Highways Authority of India having its office at G-5 & G-6, Sector 10, Dwarka, New Delhi – 110 075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ISOLUX – SOMA CONSORTIUM (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context there of include its / their executors administrators, successors and assigns), for the **Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh – Ajmer – Beawar section of National Highway No.8 in the State of Rajasthan on build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis** (hereinafter referred to as "the Project") pursuant to the RFP Document dated September 2008 issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we State Bank of Hyderabad having our head office at Gunfoundry, Hyderabad – 500 001 and one of its branches at Industrial Finance Branch, TOPAZ Building, Amrutha Estates, Panjagutta, Hyderabad (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 7,21,50,000/- (Rupees Seven Crores Twenty one lakhs fifty thousand only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

Sagar Kumar
SS No.7215

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

A. Vidyadhar
S.S. No.7400

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding of Rs. 7,21,50,000/- (Rupees Seven Crores Twenty one lakhs fifty thousand only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

Sudhir Kumar
S.S. No. 7

S.S. No. 1409

22 DEC 2008

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Notwithstanding anything contained herein above

1) Our liability under this guarantee is restricted to Rs. 7,21,50,000/- (Rupees Seven Crores twenty one lakhs fifty thousand only).
2) Our guarantee shall remain force until 30.06.2009.
3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand is served on us on or before 30.06.2009.

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

Sudhir Kumar
SS No.7215

For STATE BANK OF HYDERABAD

Authorised Signatory
Industrial Finance Branch
Hyderabad - 20703

A. Vidyadhar
S.S. No.7400

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

ICICI Bank

Ref:0008BG00114008

Date-25.02.2009

To,
National Highways Authority of India
G-5&6
Sector-10
Dwarka,New Delhi-110075

Sub:-Amendment of Bank Guarantee

Dear Sir,

Please find attached Bank Guarantee issued by us favouring yourselves on behalf of M/s ISOLUX-SOMA Consortium

Details are as under.

Bank Guarantee No.S & Date of Amendment	Expiry Date	Claim Expiry Date.	Amount of Bank Guarantee Rs
0008BG00114008,25.02.2009	26.08.2009	26.08.2009	7,21,50,000

We confirm that the officials who have signed the above bank guarantee are authorized to sign such documents on behalf of ICICI Bank Limited. You may verify the genuineness of the guarantee from our bank.

In case of the invocation of the bank guarantee, the original bank guarantee & all subsequent amendments should be submitted at the counters of the branch.

Thanking you,

Yours faithfully,

For ICICI Bank Limited

ICICI BANK CIBD Hyd.

Authorized Signatory

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT.LTD. INDIA

ICICI Bank Limited
Corporate And Institutional Banking Division
ICICI Bank Tower
Level-1, West Wing
Tel. : (040) 27784084/4077
Fax : (040) 66335520
Regd. Office : "Landmark", Race Course Circle, Vadodara 390007.
Corp. Office : ICICI Bank Towers, Bandra-Kurla

भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

₹. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

S 034954

आंध्र प्रदेश आन्ध्र प्रदेश ANDHRA PRADESH

Sl. No: 2139 Date 22/12/09 Rs: 100/-

Sold To Choudary S/o Venkateshwarlu, R/o Hyd

For Whom Icici Bank Limited

K. RAMADEVI
Stamp Vendor, Lic No: 2/98
Renewal No: 13/2007
Shop # 1-1-343, Near Railway Gate
Khairatabad, Hyderabad-500 004

ICICI BANK LIMITED
CMSU, ICICI Bank Tower,
Level 1, West Wing,
Plot No.56, Street No.1,
Begumpet, Hyderabad-500 016

This Stamp Paper forms an integral part of
Bank Guarantee No. 0000BG00114608
dated 25/12/09 for Rs. 7,21,50,000/-
(Rupees Seven Crore twenty one Lacs
fifty thousand Only)
issued on behalf of M/s. ISOLUX-SOMA
Consortium

Amendment

For ICICI BANK LIMITED

Authorised Signatory

Authorised Signatory

SOMA ISOLUX
KISHANGARH BEAWAR
TOLL WAY
LTD.

Highways Authority of India

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Sr. No. 321637

BANK GUARANTEE

ICICI Bank Limited

(Incorporated in India)

B.G. No. 0008BG00114008 dated 20.12.2008

Amendment Date: 25.02.2009

To

National Highways Authority of India

G- 5 & 6

Sector-10

Dwarka, New Delhi -110 075

India

Sub: Bank Guarantee No: 0008BG00114008 dated 20.12.2008 for Rs. 7,21,50,000/- (Rupees seven crores twenty one lakhs fifty thousand only) expiring on 30.06.2009 issued in your favour on behalf of our client M/s. ISOLUX-SOMA Consortium, 14, Avenue-4, Banjara Hills, Hyderabad 500 034.

At the request of our client, please note that the expiry of the above-referred guarantee has been extended upto 26.08.2009.

All other terms and conditions appearing in the original guarantee shall apply to this extension guarantee and it shall be read with the original guarantee.

Notwithstanding anything contained hereinabove:

1) Our liability under this Bank Guarantee shall not exceed Rs. 7,21,50,000/- (Rupees seven crores twenty one lakhs fifty thousand only).

2) The Bank Guarantee shall be valid upto 26.08.2009.

3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 26.08.2009.

Dated the 25th day of February 2009

For ICICI Bank Limited

Authorised Signatories

BENEFICIARY'S COPY

Regd. Office: Landmark, Race Course Circle, Vadodara-390 007. Phone : 0265-2340020, Fax.0265-2341661.
E-mail: corporatecare@icicibank.com

ISOLUX INGENIERIA S.A. KISHANCHAND BEAWAR

National Highways Authority of India New Delhi

Regd. Office: " Landmark", Race Course Circle , Vadodara-390 007. Phone : 0265-2339923-25 Fax: 0265-2339926
E-mail: corporatecare@icicibank.com SWIFT : ICIC IN BB

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

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

Original

NHAI/BOT/RJ/11019/1/2008/129 21st April 2009

To

M/s ISOLUX -SOMA Consortium
14, Avenue -4 Banjara Hills,
Hyderabad-500 034,
Andhra Pradesh
Ph:040-66636666
Fax: 040-23321286

Sub: Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis.– Letter of Award (LOA).

Ref: This office letters No

1. NHAI/BOT/RJ//11019/1/2008/125 dated 26th August, 2008
2. NHAI/BOT/RJ/11019/1/2008/165 dated19th September, 2008,
3. NHAI/BOT/RJ/11019/1/2008/181 dated 8th October, 2008,
4. NHAI/BOT/RJ/11019/1/2008/196 dated 24th October, 2008
5. NHAI/BOT/RJ/11019/1/2008/207 dated 11th November, 2008
6. NHAI/BOT/RJ/11019/1/2008/211 dated 21st November, 2008
7. NHAI/BOT/RJ/11019/1/2008/218 dated 2nd December, 2008
8. NHAI/BOT/RJ/11019/1/2008/592 dated 12th December, 2008
9. NHAI/BOT/RJ/11019/1/2008 dated 17th December, 2008
10. NHAI/BOT/RJ/11019/1/2008/600 dated 18th December, 2008
11. Your Bid submitted on 23.12.2008
12. This office letter No.NHAI/BOT/RJ/11019/1/2008/118 dated 20th February, 2009
13. Your Bid (Second Round of Bidding) submitted on 27.2.2009

Sir,

Consequent upon NHAI's letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (RFQ) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of Six Laning of the existing road from

SOMA TOLL WAY KISHANGARH BEAWAR TOLL WAY LTD.

National Highways Authority of India

1 of 1

km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis (" Project") and considering your proposal in this regard submitted on 27.02.2009 vide ref 13 NHAI hereby accepts your proposal offering a premium in the form of 151 days (One Hundred Fifty One days) after COD for start of premium as share of Authority as included in Annex- A of your Bid Document (Second Round of Bidding) and declare you as the "Selected Bidder" as per provision of RFP Documents. Please note that the premium payable to the Authority shall be in accordance with the provisions of RFP Documents. The Concession Period is 18 (Eighteen) years including Construction Period of 910 (Nine Hundred and Ten) days from the "Appointed Date".

2. In accordance with the clause 3.3.5 of the RFP document (Volume-I), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7(seven) days of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA as specified in Clause 1.3 of RFP (Volume-I).

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 39.75 Crores (Rupees Thirty Nine Crores Seventy Five lakhs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Articale-9 of RFP-Vol - II).

4. You are required to comply with all the terms and conditions set forth in the RFQ and the RFP documents. In case of any default on your part, You shall be liable for action as stated in the RFP Document.

Yours faithfully,

(L P Padhy)
General Manager (DK/BOT-II)

Encl: Duplicate copy of LOA

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India

ISOLUX – SOMA CONSORTIUM

Ref: ISC-NHAI-KISH/09/1

Dated: 27th April 2009

GM (Works) online

DGM (BOT) QA L

To
Mr. L.P. Padhy,
General Manager (DK II),
National Highways Authority of India,
G-5 & 6, Sector – 10, Dwarka,
New Delhi – 110 075.

Sub: Six Laning of the existing road from Km 364.125 to Km 58.245 (approximately 93.56 Km) on the Kishangarh-Ajmer-Beawer section of National Highway No. 8 in the State of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – **Letter of Award (LOA).**

Dear Sir,

This has reference to letter of award (LOA) ***vide letter no. NHAI/BOT/RJ/11019/1/2008/129 dated 21.04.2009,*** issued to us for above subject work. We thank you for LOA and for declaring us as the "*Successful Bidder*" and awarding us the Project.

1. Please note that the capitalized terms used, but not defined in this letter, shall have the same meaning as ascribed to them in the draft concession agreement (Request for Proposal, Volume II) (**"Concession Agreement"**).

2. With reference to the LOA, we may state as follows:

   (a) We have initiated the process of incorporation of a limited liability company, for the purpose of undertaking the Project (the **"Concessionaire"**) and we shall keep you updated of its progress.

   (b) As per Clause 1.3 of RFP (Vol I), we shall take necessary steps towards the execution of the Concession Agreement with NHAI within 30 (Thirty) days from the date of issue of LOA.

   (c) As regards the various securities to be furnished by the Concessionaire, we confirm the following:

      (i) that the Concessionaire shall, for due and faithful performance of its obligations during the Construction Period, furnish a Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs. 39.75 Crores (Rupees Thirty Nine Crores and Seventy Five Lacs only) within the

8th Floor, Block-B, Vatika Towers, Golf Link Road, Sector-54, Gurgaon-122002.
Off.: +91 124 [illegible]; Fax: +91 124 4510810

period expiring on the 180th day from the date of signing of the Concession Agreement.

(ii) that till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect;

3. Pursuant to Cl. 3.3.5 of RFP (Vol-I), we are also submitting herewith the duplicate copy of LOA duly signed as a token of receipt of LOA.

Yours faithfully,
For, **Isolux-Soma Consortium,**

Mario Anibal Pastinante
(Authorized Signatory)

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Shipping, Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075
दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514
एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

Duplicate

NHAI/BOT/RJ/11019/1/2008/ 129 21st April 2009

To

M/s ISOLUX -SOMA Consortium
14, Avenue -4 Banjara Hills,
Hyderabad-500 034,
Andhra Pradesh
Ph:040-66636666
Fax: 040-23321286

Sub: Six Laning of the existing road from km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis.– Letter of Award (LOA).

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1. NHAI/BOT/RJ//11019/1/2008/125 dated 26th August, 2008
2. NHAI/BOT/RJ/11019/1/2008/165 dated19th September, 2008,
3. NHAI/BOT/RJ/11019/1/2008/181 dated 8th October, 2008,
4. NHAI/BOT/RJ/11019/1/2008/196 dated 24th October, 2008
5. NHAI/BOT/RJ/11019/1/2008/207 dated 11th November, 2008
6. NHAI/BOT/RJ/11019/1/2008/211 dated 21st November, 2008
7. NHAI/BOT/RJ/11019/1/2008/218 dated 2nd December, 2008
8. NHAI/BOT/RJ/11019/1/2008/592 dated 12th December, 2008
9. NHAI/BOT/RJ/11019/1/2008 dated 17th December, 2008
10. NHAI/BOT/RJ/11019/1/2008/600 dated 18th December, 2008
11. Your Bid submitted on 23.12.2008
12. This office letter No.NHAI/BOT/RJ/11019/1/2008/118 dated 20th February, 2009
13. Your Bid (Second Round of Bidding) submitted on 27.2.2009

Sir,

Consequent upon NHAI's letter mentioned at reference no. 1, wherein you were informed of having been qualified in terms of the requirements of the Request for Qualification (RFQ) document and eligible to submit the Request for Proposal (RFP) in respect of the Project of Six Laning of the existing road from

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT LTD.

km 364.125 to km 58.245 (approximately 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the state of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis (" Project") and considering your proposal in this regard submitted on 27.02.2009 vide ref 13 NHAI hereby accepts your proposal offering a premium in the form of 151 days (One Hundred Fifty One days) after COD for start of premium as share of Authority as included in Annex- A of your Bid Document (Second Round of Bidding) and declare you as the "Selected Bidder" as per provision of RFP Documents. Please note that the premium payable to the Authority shall be in accordance with the provisions of RFP Documents. The Concession Period is **18 (Eighteen) years** including Construction Period of **910 (Nine Hundred and Ten) days** from the "Appointed Date".

2. In accordance with the clause 3.3.5 of the RFP document (Volume-I), you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgment within 7(seven) days of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA as specified in Clause 1.3 of RFP (Volume-1).

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance security by way of an irrevocable and unconditional Bank Guarantee of Rs. 39.75 Crores (Rupees Thirty Nine Crores Seventy Five lakhs only) within the period expiring on the 180th day from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (refer Clause 4.1.2 and Clauses of Articale-9 of RFP-Vol - II).

4. You are required to comply with all the terms and conditions set forth in the RFQ and the RFP documents. In case of any default on your part, You shall be liable for action as stated in the RFP Document.

Yours faithfully,

(L P Padhy)
General Manager (DK/BOT-II)

SOMA KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED
8th Floor – Block B, Vatika Towers, Golf Links Road, Sector – 54, Gurgaon – 122002, Haryana

Ref: ISC-NHAI-KISH/09/2 Dated: 11th May, 2009

To

Mr. L.P. Padhy,
General Manager (DK II),
The National Highways Authority of India,
Ministry of Shipping, Road Transport and Highways,
G- 5 & 6, Sector – 10, Dwarka,
New Delhi – 110075.

Sub: Six Laning of the existing road from Km 364.125 to Km 58.245 (approximately 93.56 Km) on the Kishangarh-Ajmer-Beawer section of National Highway No. 8 in the State of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – Signing of Concession Agreement

Dear Sir,

1. As you are aware that NHAI has decided to augment the existing two lane road from km 364.125 to km 58.245 (approx. 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8, in the State of Rajasthan by six-laning thereof on a build, operate and transfer (BOT) basis ("**Project**") in accordance with the terms and conditions contained in a concession agreement ("**Concession Agreement**").

2. In furtherance thereof, on June, 2008 the NHAI initiated a two-stage international competitive bidding process, for the selection of a competent entity to implement and operate the Project on a design, build, own and operate basis by incorporating a special purpose vehicle.

3. On December 23, 2008,, M/s Isolux Corsan Concesiones, S.A, and Soma Enterprise Limited (collectively referred to as "**Consortium Members**") submitted their joint bid and upon evaluation of the bids received, NHAI accepted the bid of the Consortium Members and issued a No. NHAI/BOT/RJ/11019/1/2008/129 dated 21.04.2009 to the Consortium Members. In furtherance thereof the Consortium members vide their letter dated April 27, 2009 accepted the letter of acceptance and, inter alia, agreed to implement the Project by incorporating a special purpose vehicle.

4. Accordingly Consortium Members have incorporated a limited liability company under the name of "Soma Isolux Kishangarh Beawar Tollway Private Limited." ("**Concessionaire**"), which is duly organized, authorized to enter into the Concession Agreement with NHAI so as to undertake the Project and to charge and collect tolls, fees, cess, and rents from the users of the Project.

5. In accordance with your instructions, as regards the execution of the Concession Agreement, we attach herewith following documents:

   (i) the charter of the Concessionaire;

   (ii) as regards the certificate of commencement of business, please note that the Concessionaire is a private limited company, accordingly it is not required to

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India New Delhi

obtain the said certificate for commencing its business in terms of Section 149 (7) of the Companies Act, 1956;

(iii) the address of the registered office of the Concessionaire is 8th Floor, Block B, Vatika Towers, Golf Links Road, Sector 54, Gurgaon, Haryana 122002;

(iv) a certified true copy of the resolution of the board of directors of the Concessionaire dated May 11, 2009 approving inter alia the execution of the Concession Agreement and the name of the authorized signatories for the execution of the Concession Agreement on behalf of Concessionaire;

(v) a legal opinion dated May 11, 2009 from Mr. Prabhakar Awasthi Advocate, Delhi stating inter alia that the Concessionaire is duly organized and authorized to enter into the Concession Agreement.

(vi) a certified true copy of the resolution of the board of directors of Isolux Corsan Concesiones, S.A dated March 10, 2009.

(vii) a certified true copy of the resolution of the board of directors of Soma Enterprise Limited dated March 16, 2009.

(viii) a list of directors of the Concessionaire

(ix) an undertaking that the minimum shareholding of the Consortium Members shall be as per the provisions of RFP.

We request you to please inform us your convenient date for signing the Concession Agreement.

Yours faithfully,

For Isolux – Soma Consortium,
Soma Isolux Kishangarh Beawar Tollway Private Limited

Mr. Mario Anibal Pastinante

CC:

1. M/s Isolux Corsan Concesiones, S.A.,
c/ Caballero Andante 8,
28021 Madrid,
Spain.
Ph. No. + 34 91 449 3000
Fax No.+ 43 91 449 3804

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

2 M/s Soma Enterprise Ltd.,
14, Avenue – 4,
Banjara Hills,
Hyderabad – 500 034,
India.
Ph. No. + 91 40 66636666
Fax No.+ 91 40 23321286

SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY LTD.

National Highways Authority of India New Delhi

प्रारुप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45200HR2009PTC039064 2009 - 2010

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED

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

यह निगमन-पत्र आज दिनांक छह मई दो हजार नौ को मेरे हस्ताक्षर से दिल्ली में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U45200HR2009PTC039064 2009 - 2010

I hereby certify that SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Delhi this Sixth day of May Two Thousand Nine.

(GOPAL KRISHNA GUPTA)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED
8th Floor - Block B, Vatika Towers, Golf Links Road, Sector - 54,
Gurgaon - 122002,
Haryana, INDIA

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

MEMORANDUM

AND

ARTICLES OF ASSOCIATON

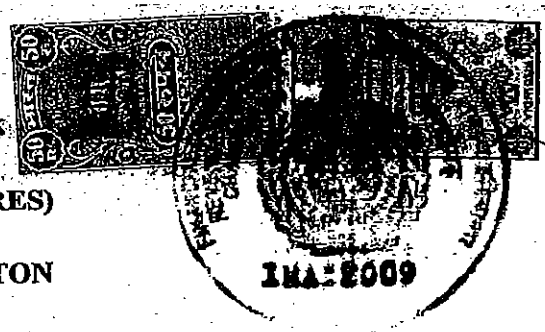
OF

SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

For Financial Commissioner &
Principal Secretary to Govt.
Haryana Revenue & Disaster
Management Department

THE COMPANIES ACT, 1956



(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATON

OF

SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED

I. The name of the company is Soma Isolux Kishangarh Beawar Tollway Private Limited.

II. The Registered Office of the Company will be situated in the State of Haryana.

III. The Objects for which the Company is established are:

A. **MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**

1. To undertake, promote, develop, finance, design, establish, engineer, procure, erect, construct, carry-out, equip, operate, maintain, repair and upgrade the existing two-lane highway on the Kishangarh-Ajmer-Beawar section (approximately 93.56 km), to a six-lane highway on the designated site, and its ancillary facilities including toll plazas, connecting roads, buildings, commercial premises, hoardings, electric fittings, drains, waterways, water-pipes, telephone-lines, etc., ("Project") on a design, build, finance and operate basis for a concession period of 18 years, granted by the National Highways Authority of India, Ministry of Shipping, Road, Transport and Highways, Government of India ("NHAI") and to charge and collect tolls, fees, cess, rents from the users of the Project

2. To promote, establish, construct, equip, operate, upgrade and maintain all types of systems and methods in order to facilitate traffic and for securing the safety of the users of the Project.

B. **OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:**

1. To obtain all applicable permits from the relevant Government agencies to attain its main objects and keep in force and effect such applicable permits in conformity, with the applicable laws.

2. To procure the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used for the above activities.

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

3. To acquire additional land required for the purposes of undertaking its main objects, including the construction of the toll plazas, traffic aid posts, medical aid posts, under-passes and over-passes or for construction of other such utilities.

4. To protect the Site from any and all occupations, encroachments or encumbrances and carrying out any surveys, investigations and soil tests on the Site, as the Company may deem necessary.

5. To obtain any special or temporary right of way, facilities, etc., as may be required by it in connection with access to the Site or for the purposes of attainment of its main objects.

6. To ensure that all existing roads, right of way or utilities on, under or above the Site are kept in continuous satisfactory use by providing suitable temporary or permanent diversions with the consent of the controlling body of such roads, right of way or utilities.

7. To undertake the shifting of any utility at the cost of NHAI, including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if such utilities cause a material adverse effect on attainment of its main objects.

8. To obtain appropriate permits and undertaking for felling of trees as identified by the NHAI and at NHAI's cost and expense, if such trees cause a material adverse effect on attainment of its main objects.

9. To make necessary arrangements for quarrying of materials needed for the Project under and in accordance with the applicable laws and applicable permits.

10. To interrupt and divert, the flow of traffic on the highway if such interruption and diversion is necessary for the efficient progress of construction works and conforms to good industry practice.

11. To carry out appropriate tests to determine any defects or deficiencies in the construction works, and to carry out remedial measures in the event any defects/deficiencies are determined.

12. To erect, construct, alter, repair or discontinue use of such buildings, machinery, apparatus and other works and conveniences as the Company thinks proper.

13. To make boundary marks or fences, erect gates, chains, bars, stiles or hand rails if

SOMA-ISOLUX UDHAMGARH BEAWAR TOLL WAY PVT. LTD. INDIA

necessary.

14. To receive monies on deposit, loan or raise in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture-stock, (perpetual or otherwise) bonds, promissory notes, with right to convert into shares and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, or lien upon all or any of the property or assets of the Company (both, present and future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation undertaken by the Company. To enter into project financing arrangements with banks and financial institutions on non-recourse basis, to finance the Project, but shall, not carry on the business of banking as defined, in-the Banking-Regulation Act, 1949, subject to Section 58-A. of, the Companies Act, 1956 and Reserve Bank of India's Directives.

15. To enter into all types of internal or external foreign collaborations, licence arrangements, technical assistance, financial or commercial arrangements including the survey of markets for export and to study market conditions in India and outside, for the fulfillment of any objects herein contained.

16. To pay all the costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and its issue of its capital including costs, charges, expenses of negotiations and contracts and arrangements made prior to and in anticipation of the promotion, formation, registration and establishment of the Company.

17. To pay professional fees or to remunerate (by cash or other wise or in kind) any persons, firms, associations, or companies for services, rendered or to be rendered or in rendering technical aid and advice, granting licences or permission for the use of patents, trade secrets, trade marks, processes or acting as trustee for debenture holders or debenture stock-holders of the Company or for subscribing or agreeing to subscribe whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional for any shares, debentures, or debenture stock, or other securities of the Company or of any company promoted by this Company for services rendered in or about the formation or promotion of the said company or in introducing any property or business to the Company or about the conduct of the business of the Company or for guaranteeing payments of such debenture-stock or other securities and any interest thereon.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

18. To draw, make, accept, endorse, discount, negotiate, execute, issue, hold, buy, sell or otherwise deal in bills of exchange, promissory notes, hundies, cheques, drafts, receipts, orders, warrants, certificates, units and other negotiable or transferable or mercantile instruments or securities.

19. To refer matters of dispute to arbitration.

20. To issue or allot fully or partly paid shares in the capital of the Company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company for any services rendered to the Company.

21. To enter into any arrangements with any Governments or authorities that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges, licences and concessions which the Company may consider necessary or desirable to obtain, and to carry out, exercise, use or comply with any such arrangements, rights, privileges or concessions.

22. To enter into, make and perform contracts and arrangements of every kind and description with the State or Central Government or any body corporate, company, firm or person that may seem conducive to the Company's objectives or any of them.

23. To employ experts, to investigate and examine into the conditions prospects, value, character, and circumstances of business, concerns.

24. To mortgage, exchange, lease, license, grant easements, transfer, dispose of and deal with in any manner the whole of the property, assets, investments, undertakings, rights and effects of the Company or any part thereof for such consideration as may be thought fit; including shares, debentures or securities of any other company, whether partly paid up or fully paid up. Notwithstanding the foregoing, the Company shall not, except with the consent of its shareholders obtained at a general meeting of the Company, sell or otherwise dispose of or transfer, directly or indirectly, in any manner whatsoever or the whole or any part of its property, assets, investments undertakings rights and effects or the like to any person.

25. To establish research and development centres for the business of the Company.

26. To apply for, secure, acquire by grant, assignment, transfer, purchase or otherwise, and to exercise, carry out and enjoy any charter, licence, power, authority, franchise,



concession, right or privilege, which any Government or authority or any Corporation or other public body may be empowered to grant, and to pay for, aid in, and contribute towards carrying on the same effect.

27. To promote, form and to be interested in, and take, hold and dispose of shares in any other company having objects similar, and to subsidise or assist any such company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue or other securities of such company and to transfer to any such company any property of this Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such company.

28. To apply for, purchase or otherwise acquire any patents, patent rights, copyrights, trade marks, formulae, licences, concessions and the like or any secret or other information.

29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory welfare, gratuity, pension or superannuation, funds for the welfare and benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments or benefits of medical, health or charitable purposes to any persons, who are or were at any time in the employment or service of the Company and the wives, widows, families and dependents of any such persons including the directors, ex-directors.

30. To open bank accounts of all kinds including overdraft accounts and to operate the same for any of the objects or purposes of the Company.

31. To invest and deal with the moneys of the Company not immediately required in any manner.

32. To adopt such means of, making known and advertising the business of the Company as may be deemed expedient.

33. To undertake and execute any trust the undertaking whereof may seem desirable either gratuitously or otherwise, and/or to make donations to any persons, company or association and to subscribe or guarantee money for any national, international, charitable, benevolent, educational, public, general or other object, activity, exhibition or trade shown which may be conducive to the objects of the Company or in the interest of its members or for the welfare of the staff and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and

inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.

34. To carry out the main objects of the Company and to do things in any part of the world either as principals, agents, contractors or trustees or otherwise and either alone or in conjunction with others.

35. To acquire all or any of the property, undertaking, rights and liabilities of any other company and to be interested in, or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures, and other securities in or of any such company for all or any of the objects mentioned in this Memorandum and to subsidise or otherwise assist any such company and to undertake the management or other work, duties and business of any such company on such terms and conditions as may be determined.

36. To amalgamate with, or enter into partnership, joint ventures, or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with, any person or company carrying on, engaged in, or proposing to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or which is capable of being conducted so as directly or indirectly to benefit the Company.

37. To train or pay for training in India or abroad of any of Company's employees or officers or any candidate in the interest of or in furtherance of the Company's objects.

38. To arrange for the marketing and distribution in India and abroad and sale of the products of the Company like monthly passes, local passes, tags etc and purchase, import of raw materials, goods and articles as are necessary for carrying on the business of the Company and, for that purpose, either to establish its own shops, agencies, or marketing organisations or to appoint selling or buying agents or distributors or both (whether individuals, firms or bodies corporate) in any place on such terms and conditions of their appointment as the Company may decide and to pay remuneration to such selling or buying agents or distributors or both by way of such commission or in such other manner as the Company may deem fit.

39. To do all other acts necessary for attainment of the main objects of the Company.

SOMA SOAUX
KISHANGARH BEAWAR
TOLL WAY
PVT. LTD.
INDIA

C. **OTHER OBJECTS:**

1. To develop any land acquired by the Company or in which the Company is interested, and in particular by levying out and preparing the same for building purposes, constructing, altering pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building, lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants, and others.

2. To carry on business of builders, masonry and general construction contractors and among other things to construct, execute, carry out, equip, improve, work and advertise roadways, tramways, docks, harbours, wharves, canals, watercourses, reservoirs, embankments, irrigations, reclamations, sewage, drainage, and other sanitary works, water, gas, electric and other supply works, houses, buildings, and erections of every kind, and businesses that are customarily or usually carried on in connection therewith or naturally incidental thereto.

3. To give advise and or to offer, give, take, circulate and/or other wise organise, accept or implement any takeover bids, mergers, amalgamations, acquisitions, diversification, rehabilitation or restructuring of any business, concern, undertaking, company', body corporate, partnership firm or any other association of persons whether incorporated or not by acquisition of shares or assets and liabilities, and whether as a going concern or as a part of the concern or otherwise as may be required having regard to business exigencies; and to promote or procure incorporation, formation or setting up of concerns and undertakings whether as company, body corporate, partnership or any other association of persons for engaging in any industrial, commercial of business activities.

4. To set up, create, issue, float and manage trusts or funds including any mutual fund, growth funds, investment funds, income or capital funds, taxable or tax exempt funds, provident, pension, gratuity and superannuation funds, charitable funds, trusts, or consortium funds to act as administrators or managers of such funds and trusts and to act as trustees for bondholders, debenture holders and for other purposes herein.

5. To carry on the business of all kinds of transportation whether by land, air or sea.

6. To adopt new technologies that have been developed in the field of roadways from time to time and apply the same to its business.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

Authority of India

7. To carry on the business as merchants, traders, commission agents, buying agents, selling agents, brokers, buyers, sellers, importers, exporters, dealers in, collectors, or in any other capacity and to import, export, buy sell, barter, exchange, pledge, mortgage, advance upon or otherwise trade and deal in machinery, equipments, components, spare parts, goods, produce, articles and merchandise of any kind whatsoever and without prejudice to the generality of the foregoing agricultural commodities, food grains, cash crops, cotton, tea, jute, coffee, fruits, vegetables, flowers, milk, milk products, meat, seeds, raw materials required by industries, semi-finished products of industries and finished products of industries including machinery, equipment, chemicals, intermediates, electrical goods, textile yarns, garments, furniture, minerals, ores and oils on the basis of ready delivery or forward contracts or on commission basis.

8. To purchase, hold, take on lease or exchange, take on mortgage and give on mortgage, hire or otherwise acquire and hold or deal in any moveable or immoveable property including shops, flats, offices, godowns, patents, licences, and any rights interests and privileges therein.

9. To do all or any of the above things and all such things as are incidental or may be brought conducive to the attainment of the above objects or any of them in any part of the world, and as principals, agents, contractors, trustees, agents or otherwise, and by or through trustees agents or otherwise and either alone or in conjunction with others.

IV. The liability of the members is limited.

V. The authorised share capital of the Company is Rs. 10,00,000 (Rupees Ten Lakh only) divided into 100,000 Equity Shares of Rs. 10 each.





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

Name, Address, Description and Occupation of Subscribers	No. of equity shares taken by each Subscriber @ Rs. 10 per share	Signature of Subscribers	Signature, Name, Address, Description & Occupation of witness
ISOLUX CORSAN CONCESIONES SA C/CABALLERO ANDANTE 8 28021 MADRID, SPAIN Through; MARIO ANGEL PASTRANTE S/o Mr. VICTORIO PASTRANTE R/o C/CABALLERO ANDANTE 8 28021 MADRID, SPAIN (SERVICE) SOMA ENTERPRICE LTD. SOMA HEIGHTS 3. SIDDHIVINAYAK SOCIETY, KARVE ROAD, PUNE THROUGH ANIKINDEDU MACHANTI S/O RAJENDRA PRASAD MACHANTI R/o MACHANTI, 1054, ROAD NO. 48 JUBILEE HILLS, HYDERABAD AP 500033 (SERVICE)	50,000 SHARES OF Rs 10/EACH (FIFTY THOUSAND SHARES OF RUPEES 10 EACH) 50,000 SHARES OF Rs 10/- EACH (FIFTY THOUSAND SHARES OF RUPEES TEN EACH)		
Total	100000 SHARES (ONE LAKH SHARES)		

Place: GURGAON

Dated: 22nd APRIL, 2009

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

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THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED

STAMP AFFIXED
For Financial Commissioner & Principal Secretary to Govt. Haryana Revenue & Disaster Management Department

PRELIMINARY

Application of Table 'A'

1. Subject to anything to the contrary hereinafter provided, the regulations contained in Table 'A' in the first Schedule to the Companies Act, 1956 (hereinafter referred to as "the Act") shall apply to the Company.

Interpretation Clause

Interpretation

2. The marginal notes hereto are inserted for convenience and shall not affect the construction hereof. In these Articles of Association (hereinafter referred to as "Articles"), the following words and expressions shall have the following meanings unless excluded by the subject or context:

(a)	**"Act"**	shall mean the Companies Act, 1956, and includes where the context so admits, any re-enactment or statutory modification thereof, for the time being in force;
(b)	**"Additional Shares"**	shall have the meaning ascribed to it in Article 10;
(c)	**"Affiliate"**	means, with respect to a party, a public, private or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such party. For the purposes of this definition, "control" means the right to cast more than fifty percent (50%) of the votes exercisable at the shareholders meeting of such party (or its equivalent) or ownership of more than fifty percent (50%) of the share capital of or other ownership interests in such entity, or the right to direct the policies or operations of such

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

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		entity;
(d)	"Articles"	shall mean these Articles of Association as originally framed or, as from time to time altered by Special Resolution;
(e)	"Alternate Director"	shall have the meaning ascribed to it in Article 77;
(f)	"Annual General Meeting"	means the annual general meeting as prescribed under Section 166 of the Act;
(g)	"Authorized Share Capital"	means the authorized share capital of the Company;
(h)	" Board"	or the "Board of Directors" means the board of directors of the Company;
(i)	"Business Day"	means a day on which banks are open for business in the places where any payments are required to be made and received under the Shareholders Agreement or where the registered office of the Company is situated;
(j)	"Company"	means Soma Isolux Kishangarh Beawar Tollway Private Limited;
(k)	"COD"	shall have the meaning ascribed to the term in the Concession Agreement;
(l)	"Concession Agreement"	means the concession agreement to be executed between the Company and NHAI for implementation of the Project;
(m)	"Consortium Members"	shall mean collectively Isolux, Soma and their Affiliates;
(n)	"Construction JV"	shall mean the joint venture between ICI (with 50% of share) and Soma (with 50 % of share) which shall, pursuant to the EPC Contract entered into with the Company, undertake the design and construction of the Project;
(o)	"Default Interest"	shall mean the interest at the rate of LIBOR+5% payable by the Defaulting Initial Shareholder to the Non Defaulting Initial Shareholder on the unsubscribed share capital, from the day immediately subsequent to the end of Funding Period till the said funds are arranged by the Board, in accordance with the Article 10;

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

Authority of India Delhi

(p)	**"Defaulting Initial Shareholder"**	shall have the meaning ascribed to it in Article 10;
(q)	**"Directors"**	mean the directors for the time being of the Company;
(r)	**"Dividend"**	includes a bonus paid in cash by the Company to its Shareholders, but does not include any Shares issued in satisfaction of capital bonus upon capitalization of undistributed profits or Share Premium Account;
(s)	**"EPC Contract"**	shall have the meaning ascribed to the term in the Concession Agreement;
(t)	**"Extra Ordinary General Meeting"**	means the extra ordinary general meeting of the Company as prescribed under the Act;
(u)	**" Fair Market Value"**	means the value determined pursuant to Article 12 in accordance with the Applicable Laws by an accounting firm as appointed by the Board;
(v)	**"Financial Close"**	shall have the meaning ascribed to the term in the Concession Agreement;
(w)	**"Financing Agreements"**	shall have the meaning ascribed to the term in the Concession Agreement;
(x)	**"Financial Year"**	shall mean 1st April of a year to 31st March of the next year unless extended or shortened as per the provisions of the Act; provided the first Financial Year of the Company shall commence on the date of incorporation of the Company;
(y)	**"Funding Notice"**	shall have the meaning ascribed to it in Article 10;
(z)	**"Funding Period"**	shall have the meaning ascribed to it in Article 10;
(aa)	**"General Meeting"**	means a duly convened annual or extraordinary general meeting, as the case may be, of the Shareholders;
(bb)	**"Guarantee Default Interest"**	shall mean the interest payable by the Guarantee Defaulting Initial Shareholder to the Guarantee Non Defaulting Initial Shareholders on the amount of the relevant guarantees, from the day when it should have furnish the guarantees until the Board

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		arranges for the said guarantee from some other source or is able to obtain the required waivers from the relevant banks/financial institutions, in terms of Article 15;
(cc)	**"Guarantee Defaulting Initial Shareholder"**	shall have the meaning ascribed to it in Article 15;
(dd)	**"Guarantee Non Defaulting Initial Shareholder"**	shall have the meaning ascribed to it in Article 15;
(ee)	**"Guarantee Notice"**	shall have the meaning ascribed to it in Article 15;
(ff)	**"Guarantee Period"**	shall have the meaning ascribed to it in Article 15;
(gg)	**"India"**	means the Republic of India;
(hh)	**"Initial Public Offering"**	means the first public offering of the Shares, whether existing or freshly issued for the public offer or a combination thereof, and the listing of such Shares and their admission to trading on a recognised stock exchange in India;
(ii)	**"Initial Shareholders"**	means Isolux and Soma are collectively and individually as the "Initial Shareholder.
(jj)	**"in Writing" and "Written"**	include printing, lithography and other modes of representing or reproducing words in visible form;
(kk)	**ICI**	means Isolux Corsan India Engineering & Construction Private Limited, a company duly incorporated under the Companies Act, 1956, having its registered office at "8th Floor, Block B, Vatika Towers, Golf Course Road, Sector – 54, Gurgaon – 122002, Haryana, India;
(ll)	**"Isolux"**	means Isolux Corsan Concesiones, S.A., a company duly incorporated and existing under the laws of Spain and having its principal place of business at c/Caballero Andante n08, 28021, Madrid, Spain;
(mm)	**"Isolux Directors"**	shall have the meaning ascribed to it in Article 76;

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(nn)	**"Letter of Allotment"**	shall mean a letter informing the Shareholders that a certain number of Shares or debentures of the Company have been allotted in the name of the respective Shareholders or the debenture holders, as the case may be, by the Company;
(oo)	**"Members" (or "Shareholders")**	mean the duly registered holders of the Shares from time to time;
(pp)	**"Month"**	means calendar month;
(qq)	**"NHAI"**	means the National Highways Authority of India, Ministry of Shipping, Road, Transport and Highways, Government of India;
(rr)	**"Non Defaulting Initial Shareholders"**	shall have the meaning ascribed to it in Article 10;
(ss)	**"Offerees"**	shall have the meaning ascribed to the term in Article 39;
(tt)	**"Offer Notice"**	shall have the meaning ascribed to the term in Article 39;
(uu)	**"Offeror"**	shall have the meaning ascribed to the term in Article 39;
(vv)	**"Offer Period"**	shall have the meaning ascribed to the term in Article 39;
(ww)	**"Offer Price"**	shall have the meaning ascribed to the term in Article 39;
(xx)	**"Office"**	means the registered office for the time being of the Company;
(yy)	**"Original Director"**	shall have the meaning ascribed to the term in Article 76;
(zz)	**"Person"**	Shall include any corporation as well as individual;
(aaa)	**"Post COD Additional Shares"**	shall have the meaning ascribed to the term in Article 11;
(bbb)	**"Post COD Default Interest"**	shall mean the interest payable by the Post COD Initial Shareholder to the Post COD Non Defaulting Initial Shareholder on the unsubscribed share capital, from the day immediately subsequent to the end of Post COD Funding Period, till the said funds are arranged by the Board, in accordance

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		with the provisions of Article 11;
(ccc)	**"Post COD Initial Shareholder"**	shall have the meaning ascribed to the term in Article 11;
(ddd)	**"Post COD Funding Notice"**	shall have the meaning ascribed to the term in Article 11;
(eee)	**"Post COD Funding Period"**	shall have the meaning ascribed to the term in Article 11;
(fff)	**"Post COD Non Defaulting Initial Shareholder"**	shall have the meaning ascribed to the term in Article 11;
(ggg)	**"Project"**	means the augmentation of the existing two lane road from km 364.125 to km 58.245 (approx. 93.56 km) on the Kishangarh-Ajmer-Beawar section of National Highway No. 8 in the State of Rajashthan under NHDP Phase-III by six-laning thereof on a design, build, finance, operate and transfer (DBFOT) basis in accordance with the terms and conditions contained in the Concession Agreement.
(hhh)	**"Proxy"**	includes attorney duly constituted under a power of attorney;
(iii)	**"Purchase Shares"**	shall have the meaning ascribed to the term in Article 39;
(jjj)	**"Register of Members"**	means the register of members of the Company required to be kept as under Section 150 of the Act;
(kkk)	**"Seal"**	means the common seal for the time being of the Company;
(lll)	**"Secretary"**	means the secretary of the Company;
(mmm)	**"Section"**	means a section of the Act;
(nnn)	**"Share Capital"**	means the capital for the time being raised or authorised to be raised for the purposes of the Company;
(ooo)	**"Shares"**	mean the shares of Rs. 10 each, into which the capital of the Company is divided and includes the interests corresponding to such shares;
(ppp)	**"Shareholders**	means the Shareholders Agreement dated April 28, 2009, executed amongst Initial

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	Agreement	Shareholders including all annexures, schedules, attachments and appendices attached thereto, as amended, modified or supplemented from time to time in accordance with the terms thereof;
(qqq)	**"Share Premium Account"**	means an amount, which the Company may collect on the issue of Shares and credit to that account;
(rrr)	**"Soma"**	means Soma Enterprise Limited, a company duly incorporated under the Companies Act, 1956, having its registered office at "Soma Heights", 3, Siddhivinayak Society, Karve Road, Pune–411038, Maharashtra, India;
(sss)	**"Soma Director"**	shall have the meaning ascribed to the term in Article 76;
(ttt)	**"Special Resolution"**	shall have the meaning assigned thereto by Section 189 of the Act;
(uuu)	**"Works Committee"**	means the committee constituted by the Board in accordance with Article 71;

Words importing the singular number include also the plural number and vice versa, and words importing the masculine gender include also the feminine gender and vice versa.

Unless the context of these definitions otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force on the date on which these Articles become binding on the Company.

Private Company

Company to be a private company

3. The Company is a private company within the meaning of Sections 2(35) and 3(1) (iii) of the Act and accordingly the following provisions shall have effect, namely:

   (a) The right to transfer the Shares of the Company shall be restricted in the manner and to the extent hereinafter provided;

   (b) The number of Members of the Company (exclusive of Persons who are in the employment of the Company, and Persons who, having been formerly in the employment of the Company, were Members of the Company while in that employment and have continued to be Members after such employment ceased) shall not exceed fifty, provided that where two or more Persons hold

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one or more Shares in the Company jointly, they shall, for the purpose of these Articles, be treated as a single Member;

(c) No invitation shall be issued to the public to subscribe for any Shares in, or debentures of, the Company; and

(d) The Company will not invite and/ or accept any deposit from any Person other than its Members, Directors or their relatives.

Share Capital

Division of Share Capital

4. The authorized Share Capital of the Company shall be as stated in Clause No. V of the Memorandum of Association of the Company from time to time.

4a. The Minimum paid up capital of the Company shall be Rs. 100000 (Rupees One Lakh)

Power to increase Share Capital

5. The Company in a General Meeting may, from time to time, increase the Share Capital by the creation of new Shares of one or more classes out of such amount as may be deemed expedient. Both the Initial Shareholders, irrevocably and unconditionally agree that they shall facilitate, support and give their affirmative approval in respect of any resolution(s), to be passed required for increasing the authorised share capital of the Company, issuance of Shares and to amend the memorandum and Articles, in connection with the increase of the authorized share capital of the Company and issuance of Shares of the Company, in accordance with the Share holders Agreement.

Reduction of Share Capital

6. Subject to the provisions of the Act, Article 101 hereinafter and with the prior approval of NHAI, if required, the Company may, in General Meeting from time to time, reduce its Share Capital in any manner with and subject to the authorisation and consent required by law.

Power to buy back its own securities

7. Subject to the provisions of Article 101, the Company shall have the power to buy back its own Shares or other specified securities subject to the limit and upon such terms and conditions and subject to such approvals as enumerated under Sections 77A, 77AA and 77B of the Act, all other applicable provisions, rules, regulations and laws and any amendment, modification, re enactment made to them thereof and with the prior approval of NHAI, if required.

Allotment of Shares

8. Subject to the provisions of these Articles and the Shareholders Agreement, the Shares shall be under the control of the Board who may allot or otherwise dispose of the same to such Persons, on such terms and conditions, at such times, either at par or at a premium, for such consideration as the Board thinks fit.

9. The Board shall at the time of incorporation of the Company, allot the Shares amongst Initial Shareholders in the ratio of 50:50, and such shareholding shall be maintained

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and preserved by the Initial Shareholders in terms of the Shareholders Agreement and Concession Agreement.

Subsequent Capitalisation & Lock-In Restriction

10. Subsequent Capitalization Prior to COD

The additional funding requirements of the Company prior to the COD shall be met in accordance with the procedure set out below:

(a) If the Board, in exercise of good faith and in its reasonable judgment, determines that the Company requires additional funds, then the Board shall request, by issuance of a notice to each of the Initial Shareholders (the "Funding Notice"), to contribute, within twenty (20) days from the date of issuance of the Funding Notice (the "Funding Period"), additional capital to Company, on a pro-rated basis in proportion to their shareholding of the issued and paid-up share capital of Company.

(b) During the Funding Period, each of the Initial Shareholders shall subscribe to the additional Shares offered by the Company pursuant to the Funding Notice ("Additional Shares"), in proportion to the equity shareholding interest held by each of the Initial Shareholders in the Company.

(c) In the event if any of the Initial Shareholders fails (either partially or completely) to subscribe to the Additional Shares offered by the Board within the Funding Period, (such Initial Shareholder being referred to as the "Defaulting Initial Shareholder"), then the Defaulting Initial Shareholder shall pay the other Initial Shareholder ("Non Defaulting Initial Shareholder") the Default Interest as liquidated damages and such liquidated damages, being calculated as a genuine pre estimate of the loss likely to be incurred by the Non Defaulting Initial Shareholder. The Board may act in its sole and absolute discretion, in any of the following ways:

(i) subject to the prior approval of NHAI, offer Additional Shares to the Non Defaulting Initial Shareholder, and the Non-Defaulting Initial Shareholder may subscribe to the Additional Shares offered by the Board, in proportion to their respective shareholding interest in the Company, within twenty (20) days of such an offer being made by the Board; or

(ii) if the Non-Defaulting Initial Shareholder(s) waives its right to subscribe to the Additional Shares within the time limit prescribed by Article 10 (c) (i) above then offer the Additional Shares to any third party on terms and conditions as it may think deem fit, subject to prior written approval from NHAI.

(d) Without prejudice to the provisions as contained in Article 10 (a) to (c) above, the Board may, with the unanimous consent of the Initial Shareholders and subject to prior approval from the NHAI, may offer to any third party the Shares of the Company on such terms and conditions as it may think fit

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provided that such offer of Shares is in accordance with provisions of the Concession Agreement and the Shareholders Agreement.

(e) The Board shall offer Shares to any third party, subject to the condition that such third party agrees to be bound by the conditions contained in Shareholders Agreement and executes the deed of adherence prescribed therein.

(f) The Initial Shareholders shall facilitate, support and give their affirmative approval in respect of any resolution(s), to be passed required for increasing the Authorised Share Capital of the Company, issuance of Shares and to amend the Articles and Memorandum of Association, in connection with the increase of the Authorized Share Capital of the Company and issuance of Shares of the Company, in accordance with the Shareholders Agreement.

11. **Subsequent Capitalization post COD**

The Initial Shareholders agree that the additional funding requirements of the Company post COD shall be met in accordance with the procedure set out below:

(a) If the Board, in exercise of good faith and in its reasonable judgment, determines that the Company requires additional funds, then the Board shall request, by issuance of a notice to each of the Initial Shareholders (the "Post COD Funding Notice"), to contribute, within twenty (20) days from the date of issuance of the Post COD Funding Notice (the "Post COD Funding Period"), additional capital to Company, on a pro-rated basis in proportion to their shareholding of the issued and paid-up share capital of Company.

(b) During the Post COD Funding Period, the Initial Shareholders shall confirm in writing to the Board of their intention to subscribe to the additional Shares offered by the Company pursuant to the Post COD Funding Notice ("Post COD Additional Shares") and subscribe to the Post COD Additional Shares of the Company within the Post COD Funding Period, in proportion to the equity shareholding interest held by each of the Initial Shareholders in the Company.

(c) In the event an Initial Shareholder fails to subscribe to the Post COD Additional Shares offered by the Board within the Post COD Funding Period, in proportion to the shareholding interest as set out in Article 9 hereof (such Initial Shareholder hereinafter referred to as "Post COD Defaulting Initial Shareholder"), then the Post COD Defaulting Initial Shareholder shall pay the other Initial Shareholder (such Initial Shareholder hereinafter referred to as "Post COD Non Defaulting Initial Shareholder "), the Post COD Default Interest Rate as liquidated damages and such liquidated damages being calculated as a genuine pre-estimate or the loss likely to be incurred by the Post COD Non Defaulting Initial Shareholders. Further the Board in its sole and absolute discretion, may, subject to the prior approval of NHAI, and the provisions of the Concession Agreement, offer the Post COD Additional Shares to the Post COD Non Defaulting Initial Shareholders and the Post COD Non-Defaulting Initial Shareholders may subscribe to the Shares offered by the Board, in proportion to their respective shareholding in the Company, within twenty (20) days of such an offer being made by the Board.

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(d) If the Post COD Non-Defaulting Initial Shareholder (s) waive their right to subscribe to the Post COD Additional Shares within the time limit prescribed by Article 11 (c) hereof, then the Board may offer such Post COD Additional Shares to any third party as it may deem fit, provided that such offer of Shares is in accordance with the provisions of the Concession Agreement.

(e) Without prejudice to the provisions as contained in Article 11 (a) to (d) above, the Board with the unanimous consent of the Initial Shareholders and, subject to prior approval from the NHAI, may offer to any third party the Shares of the Company on such terms and conditions as it may think fit.

(f) The Board shall offer Shares to any third party, subject to the condition that such third party agrees to be bound by the conditions contained in Shareholders Agreement and executes the deed of adherence prescribed therein.

(g) The Initial Shareholders shall facilitate, support and give their affirmative approval in respect of any resolution(s), to be passed required for increasing the authorised share capital of the Company, issuance of Shares and to amend the Articles and Memorandum of Association, in connection with the increase of the authorized share capital of the Company and issuance of Shares of the Company, in accordance with the Shareholders Agreement.

12. **Determination of Price**

If additional capital is to be contributed, then the subscription/allotment price for such additional Shares shall be determined by the Board as per the Applicable Laws, so as to reflect the Pair Market Value of the Company and be set out in the Funding Notice or the Post COD Funding Notice, as the case maybe. The Company shall, promptly upon the receipt of such subscription price, issue the appropriate number of Shares based upon the payment received from each of the Initial Shareholders or from any third party, as the case maybe.

13. **Subscription through Affiliates**

The Consortium Member may invest in the additional Shares of Company through any of their Affiliates, subject to the prior fulfillment of the following conditions:

(a) Such Affiliate shall previously sign a deed of adherence, prescribed in the Shareholders Agreement;

(b) Prior to any such Affiliate ceasing to be an Affiliate of Isolux or Soma, as the case maybe, all the Shares of Company held by such Affiliate shall be transferred to Isolux or Soma, as the case maybe; and

(c) Prior approval of NHAI shall have been procured.

14. Without prejudice to the provisions contained in Articles 10 to 13 hereof, the Board, with the unanimous consent of the Initial Shareholders, shall in its absolute discretion determine the alternate modes of injecting funds for implementing the Project which may include but not limited to the receiving of cash contribution from the Shareholders in accordance with the provisions of Shareholders Agreement, procuring cash contribution from any third party or procuring debt or any quasi debt from any bank, financial institutions from any third party.

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15. **Project Financing**

(a) It is the intention of the Initial Shareholders that the Project will be financed on non-recourse project financing basis, with the Financial Close being achieved by the Company within time limited prescribed by the Concession Agreement;

(b) With an aim to achieve the Financial Close, each of the Initial Shareholders agree to perform such acts and deeds as may be reasonably requested by the Board, which shall include but not be limited to furnishing of guarantees by the Initial Shareholders, in their respective proportion of shareholding in the Company;

(c) The Board shall request, by issuance of a notice to each of the Initial Shareholders (the "Guarantee Notice"), to furnish the aforesaid guarantees, in their respective proportion of shareholding in the Company, within the time specified therein (the "Guarantee Period");

(d) During the Guarantee Period, the Initial Shareholders shall confirm in writing to the Board of their intention to furnish the required guarantees pursuant to the Guarantee Notice, in their respective proportion of shareholding in the Company;

(e) In the event an Initial Shareholder fails to furnish the aforesaid guarantees, in their respective proportion of shareholding in the Company requested by the Board within the Guarantee Period, (such Initial Shareholder hereinafter referred to as "Guarantee Defaulting Initial Shareholder") shall pay the Guarantee Default Interest, to the other Initial Shareholder (such Initial Shareholder referred to as "Guarantee Non Defaulting Initial Shareholders");

(f) Without prejudice the provisions contained in Article 15 (e) hereof the Guarantee Non Defaulting Initial Shareholder shall have the right but not the obligation to purchase the Shares of the Guarantee Defaulting Initial Shareholder in accordance with the Applicable Laws and provisions as contained in the Concession Agreement; and

(g) If any of the Initial Shareholders desires to pledge or to create any encumbrances over the Shares held by it, outside the preview of the Financial Close it must obtain a prior express written consent of the other Initial Shareholders.

16. Except as required by law, no Person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or unit of a Share or (except only under these Articles or by law otherwise so provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

17. Every Person whose name is entered as a Member in the Register of Members shall be entitled to receive a certificate under the Seal of the Company in accordance with the Act but in respect of Shares held jointly by several Persons the Company shall not be bound to issue more than one certificate, and delivery of such certificate for the subject Share(s) to one of several joint holders shall be sufficient delivery to all such holders.

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Lien on Shares

18. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares (other than fully paid Shares) registered in the name of a single Person for all money presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to all Dividends payable thereon.

19. The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which a lien exists is presently payable, nor until the expiration of fourteen days after a notice in Writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Person entitled thereto by reason of his death or bankruptcy.

20. To give effect to any such sale the Directors may authorise some Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

21. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue if any, shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the Person entitled to the Shares at the date of the sale.

Calls on Shares

22. The Directors may from time to time make calls upon the Members in respect of any money unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, and each Member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his Shares. A call may be revoked or postponed as the Directors may determine.

23. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising the call was passed and may be required to be paid by instalments.

24. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

25. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate

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as the Directors may determine, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

26. Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purpose of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.

27. The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls to be paid and the times of such payments.

28. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the money uncalled and unpaid upon any Shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate (unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the Directors and the Member.

Forfeiture

29. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.

30. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made, will be liable to be forfeited.

31. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board of Directors to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

32. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

33. A Person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall notwithstanding, remain liable to pay to the Company all sums of money which, on the date of forfeiture, were payable by him to the Company in respect of such Shares (together with interest at the rate of 8 percent per annum from the date of forfeiture on the sum of money for the time being unpaid if the Directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such sums of money in respect of the subject Shares.

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34. A statutory declaration stating that the declarant is a Director or the Secretary of the Company, and that a Share in the Company had been duly forfeited on a date stated in the declaration shall be conclusive evidence of the fact therein stated as against all Persons claiming to be entitled to the Share.

35. The Company may receive the consideration, if any, given for a forfeited Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and he shall thereupon be registered as the holder of the Share, and shall not be bound to see the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale, or disposal of the Share.

36. The provisions of these Articles pertaining to forfeiture shall apply in the case of non-payment of any sums of money which by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of such Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Transfer of Shares

Conditions Applicable to Transfer

37. The transfer of Shares, inter se, amongst the Initial Shareholders or to their Affiliates/ subsidiaries, shall be subject to the Shareholders Agreement, the provisions of the Concession Agreement, conditions as may be specified by the NHAI and the Applicable Laws.

38. The transfer of Shares to third parties shall be subject to Article 39 to 41 below, the provisions of the Concession Agreement, conditions as may be specified by the NHAI and the Applicable Laws.

Rights of First Refusal

39. If at any time, any of the Initial Shareholders ("Offeror") desires to sell, transfer, assign or dispose of, whether directly or indirectly, any or all of its Shares owned by it ("Purchase Shares"), then, it shall:

(a) first offer such Purchase Shares to the other Initial Shareholders, in the same proportion as their existing shareholding in the Company (the Initial Shareholders to which the offer is made, hereinafter referred to as the "Offerees") by a notice mentioning therein: (i) the total number of Purchase Shares, (ii) the price at which the Purchase Shares are being offered for sale (the "Offer Price"); and (iii) any other terms and conditions in connection therewith (such offer notice hereinafter referred to as the "Offer Notice").

(b) Subject to receiving the Offer Notice, and in accordance with its terms and conditions, the Offerees shall have the option to purchase amongst them all or part of the Purchase Shares, proportionately, in accordance with their, inter-se, respective shareholding in the Company.

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(c) The Offer Notice shall not be revocable without the consent of the Offerees, and shall state the period, not being less than thirty (30) days, during which the offer shall remain open and effective for acceptance, from the date of receipt of the Offer Notice by the Offerees ("Offer Period").

(d) At any time during the Offer Period, the Offerees (or their Affiliate, as the case may be) may accept the offer provided in the Offer Notice, without any change in the price. Such acceptance shall be for the all the Purchase Shares and shall be effective upon written notice of acceptance being given to the Offeror, along with a copy thereof to Board. The acceptance shall not be valid if it is not accompanied by the full payment for the Purchase Shares.

40. The Initial Shareholders agree that any transfer of Shares shall be subject to the prior written approval of NHAI and the Applicable Laws.

41. The Initial Shareholders agree that the Offer Price shall be determined in accordance with the Applicable Laws.

Procedure for registration of transfer

42. Subject to the provisions of the Act and these Articles, no transfer of Shares shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee shall have been delivered to the Company together with the certificate or, if no such certificate be in existence, the Letter of Allotment of such Shares. Such instrument of transfer shall specify the name, address and occupation (if any) both of the transferor and of the transferee, and the transferor shall be deemed to remain the Member in respect of such Shares until the name of the transferee shall have been entered in the Register of Members in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add thereto his address and occupation.

43. Notwithstanding anything contained in any other provisions of these Articles, where any instrument of transfer of Shares has been delivered to the Company for registration and the transfer of such Shares has not been registered by the Company, the provisions of Section 206A of the Act regarding "dividends", any offer of "rights shares" and any issue of fully paid up "bonus shares" in relation to such Shares shall apply.

Form of transfer

44. Every instrument of transfer of Shares shall be in the prescribed form and in accordance with Section 108 of the Act.

Power to refuse registration

45. Subject to these Articles, the Directors may, in their absolute and uncontrolled discretion, refuse to register the transfer of, or the transmission by the operation of law of, the right to any Shares.

46. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine not exceeding in the whole thirty days in any year.

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Transmission of Shares

47. In the event of the death of a Member, the survivor or survivors where the deceased was a joint holder or the legal personal representatives of the deceased where he was a sole holder shall be the only Person recognized by the Company as having any title to his interest in the Shares held by him; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him with other Persons.

48. Any Person becoming entitled to a Share of the Company in consequence of the death or the bankruptcy/ dissolution of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of such Share or to have some other Person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of transfer of the Share by the original Member before his death or bankruptcy/ dissolution.

49. If the Person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in Writing signed by him stating that he so elects. If he elects to have another Person registered he shall testify his election by executing to that Person a transfer of such Share. All the limitations, restrictions and provisions of these Articles relating to the rights to transfer and the registration of such transfers shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy/ dissolution of the original Member had not occurred and the notice or transfer were a transfer signed by the original Member.

50. Where the registered holder of any Share dies or becomes bankrupt or gets dissolved his personal representative or the assignee of his estate, as the case may be, shall upon the production of such evidence as may from time to time be properly required by the Directors in that regard, be entitled to the same Dividends and other advantages and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise), as the registered holder would have been entitled to if he had not died or become bankrupt or gets dissolved; and where two or more Persons are jointly entitled to any Share in consequence of the death or bankruptcy of the registered holder they shall, for the purposes of these Articles, be deemed to be joint holders of the share.

Proceedings at General Meetings

51. An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act. All General Meetings other than the Annual General Meetings shall be called Extraordinary General Meetings (hereinafter referred to as "EGM").

52. The Board may, whenever he thinks fit, convene an EGM, and such meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.

53. Subject to the provisions of the Act relating to Special Resolutions and agreements for shorter notice, twenty one (21) days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which such notice is given) specifying the place, the day and the hour of meeting and in case of

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special business, the general nature of that business shall be given to such Persons as are entitled to receive such notices from the Company.

54. All business shall be deemed special that is transacted at an EGM and also that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and reports of the Directors and auditors, the fixing of the remuneration of Directors, the election of Directors in the place of those retiring, the declaration of Dividends and the appointment and fixing of the remuneration of the auditors.

55. Subject to the provisions of the Act, no business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person and one Isolux representative and one Soma representative shall form a quorum. For the purposes of this Article, a "Member" includes a Person attending as a Proxy or acting as a representative of a corporation/ body corporate pursuant to Section 187 of the Act.

56. If within an hour from the time appointed for holding a meeting, quorum is not present, the meeting shall stand adjourned to the 12th (twelfth) day from the date of the original meeting at the same time and place. If at such adjourned meeting a quorum is not present within thirty (30) minutes of the time appointed for holding the meeting, the Members present shall be a quorum, subject to the minimum quorum requirements under the Applicable Laws.

57. The chairman of the Company, if any, shall preside as chairman at every General Meeting of the Company, or if there is no such chairman of the Company, or if he is not present, the Directors present shall elect one of them, from the other nominee Directors of the party from whom the present Chairman belongs, to be an acting chairman of such meeting.

58. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

59. Subject to the provisions of Article 101, a resolution put to vote at any General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any Member present in person or by Proxy and holding Shares in the Company, which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution and unless a poll is so demanded, a declaration by the chairman that a resolution on a show of hands has or has not been carried, or has not been carried either unanimously or by a particular majority and an entry to the effect in the minute book of the Company shall be conclusive evidence of the votes recorded in favour of or against that resolution. On a poll being demanded, every Member present in person or by Proxy shall have one vote for every Share of any class held.

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60. If a poll is duly demanded, it shall be taken in such manner and either at one or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

61. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at meetings of Members or classes of Members each entitled to vote may vote in person or by Proxy and on a show of hands every Person present who is a Member or a representative of a Member shall have one vote, and on a poll every Member present in person or by Proxy shall have one vote for each Share he holds.

62. The Initial Shareholders undertake to ensure that they, their representatives and proxies representing them at the General Meetings shall at all times exercise their votes and through their respective appointed/nominated Directors (or Alternate Directors) at Board meetings and otherwise, act in such manner so as to comply with, and to fully and effectually implement the spirit, intent and specific provisions of the Shareholders Agreement.

63. If a resolution contrary to the terms of the Shareholders Agreement is passed at any meeting of Shareholders, such resolution shall be invalid and immediate remedial measures shall be taken by the Company and the Shareholders.

64. The Initial Shareholders acknowledge that the Company may at a future date opt for an Initial Public Offering of the Company. In such an event both the parties expressly agree that they, or their representatives or their proxies representing them at the General Meetings and meeting of the Board of Director shall at all times exercise their votes and act in such manner so as to cause the consummation of the Initial Public Offering.

65. A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other Person as properly has the management of his estate, and any such committee or other Person may vote by Proxy or attorney.

66. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.

67. The instrument appointing a Proxy shall be in Writing (in the common or usual form) under the hand of the appointer or of his attorney duly authorised in Writing or, if the appointer is a corporation, either under Seal or under the hand of an officer or attorney duly authorised. A Proxy may, but need not be a Member of the Company. The instrument appointing a Proxy shall be deemed to confer authority to demand or join in demanding a poll.

68. The instrument appointing a Proxy and the power of attorney or other authority, if any, under which it is signed or a notarised copy of the same, shall be deposited at the Office of the Company, or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the Person named in the instrument proposes to vote, or in the case of a poll, not less than twenty four hours before the

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time appointed for the taking of the poll and in default the instrument of Proxy shall not be treated as valid.

69. A vote given in accordance with the terms of an instrument of Proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the Share in respect of which the instrument is given, if no intimation in Writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

Corporate Governance

Management of the Board

70. The Parties agree that subject to the provisions of the Shareholders Agreement, Isolux and Soma together shall have overall control over the management and the affairs of the Company through the Board, its Directors, and Works Committee which will report to the Board.

71. The Board shall within fifteen (15) days from the date of incorporation of the Company, constitute a Works Committee, which comprise of such persons as the Board may decide.

72. The Works Committee shall be responsible for the overall supervision of the Project including the implementation thereof and take decisions on such matters as may be delegated to it, by the Board. In every meeting of the Works Committee, the Responsible Officer of the Company, inter-alia, shall provide updates on the progress made in the Project and give recommendations on the issues discussed in the meetings.

Directors and their Meetings

General power of Company to vest in Directors

73. Subject to the provisions of the Act and these Articles, the Board of Directors who may exercise all powers of the Company, subject nevertheless to such regulations as may be prescribed by the Company in a General Meeting, but no such regulation or direction shall invalidate any prior act of the Directors if otherwise valid.

Share qualification of Directors

74. A Director shall not be required to hold any Shares in the Company as his qualification.

First Directors

75. The following shall be the first Directors of the Company:

(i) Ankineedu Maganti

(ii) Mr. Mario Anibal Pastinante

(iii) Mr. Patri Ramachandra Rao

(iv) Mr. Santiago Varela Ullastres

Number of Directors

76. (i) The Board of Directors shall consist of 4 (four) Original Directors. As long as both Parties hold equal Shares in the Company, Isolux and Soma shall nominate 2 (two) Directors each on the Board of Directors.

(ii) As and when the election of the Directors mentioned in Article 7(i) above comes before the Shareholders' meeting, each Party agrees unconditionally and irrevocably, to vote as a Shareholder of the Company in favour of the person(s) nominated by the other Party as Director(s) in accordance with the provisions of this Joint Venture Agreement.

(iii) In case, both Parties do not hold equal Shares in the Company, the number of Directors to be proposed by either Party in accordance with this Article 7(ii) above shall be accordingly changed to be in line with the proportion of its shareholding, with any fractions being rounded off to one and the Parties undertake, therefore, to negotiate in good faith the consequences of such a change on the number of Directors to be appointed by each of them, provided that (a) in any event a Party whose ratio of shareholding in the Company exceeds fifty percent (50%) shall have the right to have the majority of the Directors; (b) in case the shareholding of any Party falls below 15%, such Party shall not have any right to appoint its nominees on the Board.

Power to appoint Alternate Director

77. Any alternate Director to be appointed for a Director ("Original Director") nominated by a Party shall be a person proposed by such Party, and on such nomination the Parties shall cause their respective nominated Directors to vote for, and appoint him, as such alternate Director. Such alternate Director shall be entitled, while holding office as such, to receive notices of meetings of the Board or any committee(s) of the Board to which the relevant Original Director has been appointed and to attend and vote as a Director at any such meetings of the Board or any such committee(s) at which the Original Director is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions of the Original Director. Further, such alternate Director shall be entitled to exercise the vote of the Original Director at any meeting of the Board or any such committee(s) at which the Original Director is not present and to approve a circular resolution.

Power to appoint additional directors

78. Subject to the provisions of the Act, the Board of Directors of the Company shall have power to appoint additional directors and such additional directors shall hold office only up to the date of the next Annual General Meeting of the Company.

Remuneration of Directors

79. Directors may receive such remuneration as may be determined by the Shareholders from time to time, in accordance with the Act. The Company shall reimburse Directors for reasonable travel expenses in connection with attending meetings. If a Director also holds a position in the Company, he shall be paid by the Company according to the position held.

Remuneration for extra services

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80. Subject to the limitations provided by the Act and these Articles, if any Director, being willing, be called upon to perform extra services outside the scope of his ordinary duties, the Board may remunerate the Director for so doing either by way of a fixed sum or otherwise, as they shall think fit and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled, subject to the provisions of the Act.

Meetings of the Board

81. The Board of Directors may meet for the dispatch of business, adjourn and otherwise regulate its meetings, as it thinks fit provided that a meeting of the Board of Directors shall be held at least once in every three Months and at least four such meetings shall be held in every year at such places in India or abroad as the Board may determine.

82. A Board meeting may be held by teleconference or video conferencing and/or the presence of a Director at a meeting may be recorded for the voting purpose, if he is present over telephone or through video conferencing, provided that the requisite quorum for the meeting is physically present and provided further that such meeting or presence, as the case may be, is not contrary to Applicable Laws.

83. The quorum of a meeting of the Board of Directors shall be one third of the total strength (any fraction contained in that one third being round off as one (1) or two (2) Directors, whichever is higher and at least one (1) Isolux Director and one (1) Soma Director being present at every Board meeting(s).

84. If quorum is not present within 30 (thirty) minutes of the time specified for a meeting of the Board, the said Board meeting shall stand adjourned to the 12th (twelfth) day from the date of the original meeting, to be held at the same time and place, subject to the minimum quorum requirements under the Applicable Laws. If the adjourned Board meeting date is a public holiday, the Board meeting shall be held on the next Business Day.

85. All items of business transacted or decisions taken at meetings where the quorum is not so constituted in accordance with the provisions of this Agreement shall be null and void and remedial steps including passing of necessary boards resolutions shall be undertaken by the Board in an immediate and time bound manner.

Notice and agenda of the meetings

86. Unless the requirement of notice is waived by all the Directors, a minimum of fourteen (14) days written notice (or such shorter period as all the Directors may agree in writing) of the Board meeting(s) shall be given to all the Directors and their Alternate Directors. Each notice of a meeting of the Board shall contain, inter-alia, an agenda specifying in reasonable detail, the matters to be discussed at the relevant meeting and shall be accompanied by all necessary written information.

87. A reasonably detailed agenda shall be supplied to each Director along with the notice, together with the draft resolutions and other appropriate documentation with respect to agenda items calling for Board action, to adequately inform Directors regarding matters to come before the Board. Any Director wishing to place a matter on the agenda for any meeting of the Board may do so by communicating with the chairman of the Board sufficiently in advance of the meeting of the Board so as to permit timely dissemination to all Directors of information with respect to the agenda items. No

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98. If the Applicable Laws requires an increase or decrease in the number of Directors constituting the Board and/or any increase in the number of directors beyond four (4), then an increase or decrease shall be effected in a way that preserves the proportionate representation on the Board between the Initial Shareholders as set out in Article 76 hereof.

99. The nominating Shareholders shall have the right to recommend removal of its nominee Director and replacement of such Director. The Initial Shareholders unequivocally agree to give effect to such nomination, removal or substitution as soon as possible upon receiving the directions of the Shareholder that nominated/appointed (as the case may be) such Director.

100. In the event of resignation, death, incapacity or removal of a Director as per Applicable Laws, the nominating Shareholder of such Director shall have the right to nominate the successor, which nomination shall be given effect to by the then Shareholders. Provided that in the event any Shareholder, fails to nominate/appoint (as the case may be) its Director within 15 (fifteen) Business Days of a vacancy arising including due to the resignation, removal, incapacity and/or death of its previously nominated/appointed (as the case may be) Director, the Board shall not transact any business and refer the matter to the Shareholders meeting for their consideration and approval.

Major Decisions

101. No decision(s) in Board meeting or in Shareholders meeting shall be taken on specified items / matters set out below without the unanimous consent of the Initial Shareholders. Provided that the consent of a Party would not be required if the shareholding of that Initial Shareholder in the Company falls below twenty five percent (25%).

(a) Varying rights of special classes of Shares of the Company.

(b) Omitting the word "Limited" from the name of the Company.

(c) Keeping statutory registers and returns of the Company at any place other than within the city, town, or village in which the registered office of the Company is situated.

(d) Authorising the payment of interest on the paid up amount of share capital raised for the purpose of defraying the expenses of construction of any work that cannot be made profitable for a lengthy period.

(e) Requesting any governmental authority to investigate the affairs of the Company and to appoint inspectors for the same.

(f) Binding the Company by arrangement with the creditors.

(g) Any increase or decrease in the paid-up equity share capital of the Company.

(h) Changes in capital structure of Company including increase or reduction of capital or variation in rights attached to securities.

(i) Sanctioning remuneration to Directors other than whole time Directors on percentage of profit basis in accordance with the provisions of the Act.

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(j) Making any amendments to the Memorandum and/or Articles of Association.

(k) The purchase or redemption of Shares by the Company.

(l) Changing the place of the registered office of the Company to any other place.

(m) Changing the name of the Company.

(n) Determining that any portion of the Share Capital not already called up shall not be called up except in the event of, and for the purpose of, winding up the Company.

(o) Reducing the Share Capital of the Company.

(p) Consenting to a Director or his relative or partner or firm or private company holding an office or place of profit in the Company, except that of the managing director, manager, banker or trustee for debenture holders of the Company.

(q) Applying to a court to wind up the Company.

(r) Winding up the Company voluntarily.

(s) Any buy-back by the Company of its securities.

(t) Any decision pertaining to Financial Close or any matter relating to financing of the Project subsequent to Financial Close.

(u) Any change in the number of directors of the Company.

(v) Entering into contracts with related parties, otherwise on arm length basis.

(w) Enter into of a material contract i.e. a contract having a value in excess of Rs. 400,000,000.

(x) Any change in the auditor of the Company.

Service of Documents

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

103. All notices shall, with respect to any Shares to which Persons are entitled jointly, be given to whichever of such Persons is named first in the Register of Members and notices so given shall be sufficient notice to all the holders of such Shares.

104. Where a Member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses for doing so, service of the documents shall not be deemed to be effected

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unless it is sent in the manner intimated by the Member; and such service shall be deemed to have been effected:

(i) in the case of a notice of a General Meeting, at the expiration of forty eight hours after the letter containing the notice is posted; and

(ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

105. Notwithstanding anything to the contrary contained in these Articles, the Company shall at the written request of any Member whose registered address is situated outside India:

(i) serve a copy of any document or notice to such Member at such address outside India, by registered air mail; and

(ii) simultaneously send an extract copy of such document or notice by telex/facsimile at a telex/facsimile number provided by such Member.

106. The cost of sending such registered airmail and telex/facsimile shall be to the account of the Member concerned who shall from time to time, as may be necessary, deposit with the Company a sum sufficient to meet the cost thereof.

Custody and Use of Seal

107. The Company shall have a Seal and the Board shall provide for the safe custody thereof. An official seal which shall be a facsimile of the Seal may be prepared and used in any territory, district or place not situate in India.

108. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee authorized by it in that behalf and except in the presence of at least one Director as the Board may appoint for the purpose, and such Director shall sign every instrument to which the Seal of the Company is so affixed in his presence. This is subject to the Companies (Issue of Share Certificates) Rules, 1960.

Accounts

109. The Board shall cause proper books of account to be maintained under Section 209 of the Act.

110. Such records shall be open for inspection by every Shareholder by its duly authorised representatives at all times during normal business hours and with sufficient notice so as not to disrupt the Company's operations.

111. During normal business hours of the Company, the Shareholders shall have full access to, and right to make copies of, all books of account, records and the like to the Company. Any information obtained by the Parties through exercise of this right of access shall (i) be used by such Shareholder only for purposes which are consistent with its status as a Shareholder and not for the pursuit of business interests outside that of the Company and (ii) be subject to the confidentiality provisions provided under the Shareholders Agreement and shall not disrupt the timely implementation and efficient operation of the Project.

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Auditors

112. The Balance Sheet and Profit & Loss Account will be audited once in a year by a qualified auditor for correctness as per provisions of the Act.

113. The first auditors of the Company shall be appointed by the Board of Directors within one Month after its incorporation who shall hold office until the conclusion of the first Annual General Meeting. The Board should appoint the first auditors of the Company from the list of empanelled auditors provided by NHAI.

114. Subject to the provisions of Article 101, the Directors may fill up a casual vacancy in the office of the auditors. If, however, the vacancy is caused by the resignation of the auditors, it shall only be filled by the Company in General Meeting.

115. The remuneration of the auditors shall be fixed by the Company in General Meeting except that remuneration of the first or/any auditors appointed by the Directors may be fixed by the Board.

Dividends and Reserves

116. Subject to the provisions of the Financing Agreements and the Concession Agreement, the Initial Shareholders acknowledge and agree that the Company's dividend policy will be to maximise the returns to the Shareholders.

117. Each Initial Shareholder will take such actions within its control to cause (subject to any restrictions under Applicable Laws) the full amount of the Company's profits available for distribution in respect of each Financial Year, after making such transfers to reserves in accordance with the Applicable Laws, to be distributed by the Company to the Shareholders by way of dividends.

118. While recommending the declaration of any dividend, the Board will have regard to and consider the traffic growth, the operation and maintenance of the Project and the need for making provisions therefor.

119. Any Dividend, interest or other money payable in cash in respect of Shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder, or in the case of joint holders, to the registered address of that one of such joint holders who is first named on the Register of Members or to such Persons and to such address as the holder or joint holders may in Writing direct. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, bonuses, or other money payable in respect of the Shares held by them as joint holders.

Winding Up

120. In the event the Company is wound up, the liquidator may with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the Members in kind, the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such values as he deems fair upon the property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories

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as the liquidator, with the like sanction, thinks fit but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.

Indemnification

121. The Company may, in its discretion and to the fullest extent permitted under applicable law, rule or regulation, indemnify any Director or officer or Secretary of the Company or any Person employed by the Company or auditor against any liability incurred by him by reason of any contract entered into or act or thing done by him as an officer, Director or Secretary or in any way in the discharge of his duties, or in defending any bona fide proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court. Such indemnity shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims.

Secrecy

122. Every Director, manager, trustee, member of a committee of the Board, officer, servant, agent, accountant or other Person employed in the business of the Company shall, if so required by the Directors before entering upon his duties, sign a declaration pledging himself to observe strict secrecy in respect of all transactions of the Company with the customers and the state of the accounts with individuals in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which come to his knowledge in the discharge of his duties except when required to do so by the Directors or by a court of law except so far as may be necessary in order to comply with any of the provisions in these Articles.

EPC Contracts

123. The Parties agree that-

(a) Save and except for the EPC Contract, which the Company shall execute with Construction JV, all other contracts, including but not limited to the equipment supply contracts (as may be entered into by the Company), shall be with such parties as identified and selected by the Works Committee;

(b) The EPC contracts and such contracts including but not limited to the equipment supply contract (as may be entered into by Company), shall be structured on a lump-sum, fixed price, time bound and turn-key basis and contained such terms and conditions as may be approved by the Works Committee; and

(c) It is agreed that the EPC Contract and such contracts as stated above shall be so structured that, excepting force majeure (as defined in the EPC Contract), any cost escalations, all or any over-runs or arrears under EPC Contract and such contracts shall be solely to the account of the contractor.

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We the several Persons whose names and addresses are hereunder subscribed are desirous of being formed into a company in pursuance of these Articles of Association.

Name, address, description and occupation of Subscriber	Signature of Subscriber	Name, address, description, occupation and signature of witness
ISOLUX CORSAN CONCESIONES SA C/CABALLERO ANDANTE, 8 28021, MADRID, SPAIN Through MARIO ANIBAL PASTINANTE S/o MR VICTORIO PASTINANTE R/o C/CABALLERO ANDANTE, 8 28021, MADRID, SPAIN (SERVICE) SOMA ENTERPRISE LTD. SOMA HEIGHTS, 3, SIDDHIVINAYAK SOCIETY, KARVE ROAD, PUNE THROUGH ANKINEEDU MACHAVI S/o RAJENDRA PRASAD MACHAVI R/o MACHAVI, 1054, ROAD NO. 46, JUBILEE HILLS, HYDERABAD, AP - 500033 (SERVICE)		

Place: GURGAON

Date: 28TH APRIL, 2009.

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National Highways Authority of India New Delhi

Certified true copy of the Resolution passed at the Meeting of the Board of Directors of Soma Isolux Kishangarh Beawar Tollway Private Limited held at the registered office of the Company i.e. 8th Floor, Block B, Vatika Towers, Golf Links Road, Sector – 54, Gurgaon – 122002, Haryana, on May 11, 2009 at 11:00 A.M.

The Chairman informed the Board that the Company has been incorporated inter alia to undertake, promote, develop, finance, design, establish, engineer, procure, erect, construct, carry-out, equip, operate, maintain, repair and upgrade the existing two-lane highway on the Kishangarh-Ajmer-Beawar section, to a six-lane highway (augmentation of approximately 93.56 km) on the designated site, and its ancillary facilities including toll plazas, connecting roads, buildings, commercial premises, hoardings, electric fittings, drains, waterways, water-pipes, telephone-lines, etc., ("**Project**") on a design, build, finance and operate basis for a concession period of 18 years, granted by the National Highways Authority of India, Ministry of Shipping, Road, Transport and Highways, Government of India ("**NHAI**") and to charge and collect tolls, fees, cess, rents from the users of the Project.

In furtherance of the aforesaid Company is supposed to enter into a formal concession agreement with NHAI ("**Concession Agreement**"), to execute the Project, subject to and on the terms and conditions set forth there under. A copy of the draft Concession Agreement was tabled before the meeting for its consideration.

The matter was discussed and following resolution was passed:

"**RESOLVED**

(1) **THAT,** Mr. Mario Anibal Pastinante or Mr. Ankineedu Maganti is hereby authorized to negotiate, finalize, and execute the concession agreement ("**Concession Agreement**") and any amendments thereto, all other deeds, documents, undertakings, agreements, assignments and all other necessary instruments in relation to Concession Agreement with National Highways Authority of India, Ministry of Shipping, Road, Transport and Highways, Government of India ("**NHAI**") to undertake, promote, develop, finance, design, establish, engineer, procure, erect, construct, carry-out, equip, operate, maintain, repair and upgrade the two-lane highway on the Kishangarh-Ajmer-

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

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Beawar section, to a six-lane highway (augmentation of approximately 93.56 km) on the designated site, and its ancillary facilities including toll plazas, connecting roads, buildings, commercial premises, hoardings, electric fittings, drains, waterways, water-pipes, telephone-lines, etc., ("**Project**") on a design, build, finance and operate basis for a concession period of 18 years, in terms of the Concession Agreement.

(2) That pursuant to Article 108 of the Articles of Association, the Common Seal of the Company, if required be affixed in the presence of any of the Director of the Company, who shall sign the Concession Agreement and any amendments thereto, all other deeds, documents, undertakings, agreements, assignments and all other necessary instruments in relation to Concession Agreement, in token thereof.

(3) That the copies of the foregoing resolution, certified to be true copies by any one of the aforesaid directors, be furnished to NHAI and any other person(s) as may be required."

For Soma Isolux Surat Hazira Tollway Private Limited

Mr. Mario Anibal Pastinante

(Director)

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

National Highways Authority of India

PRABHAKAR AWASTHI
ADVOCATE

PH: 65725107 (Off.)
9868033863 (Mob)

CH.No.697, WESTERN WING, TIS HAZARI COURTS, DELHI:110054

May 11, 2009

To
National Highways Authority of India, Ministry of Shipping, Road, Transport and Highways, Government of India, New Delhi, India (**"NHAI"**)

And the Addressees (as defined below)

Sub: Six Laning of Kishangarh-Ajmer-Beawar section of NH-8

Dear Sirs,

1. You have requested for legal opinion on the question as to whether the Soma Isolux Kishangarh Beawar Tollway Private Limited (**"Concessionaire"**) is duly organized, authorized to enter into a concession agreement with NHAI (**"Concession Agreement"**) and as regards the legal enforceability of its provisions (Ref. Clause 4.1.3(h) of the Concession Agreement). We understand that the Concessionaire has been incorporated inter alia to undertake, promote, develop, finance, design, establish, engineer, procure, erect, construct, carry-out, equip, operate, maintain, repair and upgrade the existing two-lane highway on the Kishangarh-Ajmer-Beawar section (approximately 93.56 km), to a six-lane highway on the designated site, and its ancillary facilities including toll plazas, connecting roads, buildings, commercial premises, hoardings, electric fittings, drains, waterways, water-pipes, telephone-lines, etc., (**"Project"**) on a design, build, finance and operate basis for a concession period of 18 years, granted by NHAI and to charge and collect tolls, fees, cess, rents from the users of the Project.

2. We have examined the following documents:

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National Highways Authority of India

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PRABHAKAR AWASTHI
ADVOCATE

PH: 65725107 (Off.)
9868033863 (Mob)

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(i) the charter of the Concessionaire ("**Charter**");

(ii) a certified true copy of the certificate of incorporation of the Concessionaire dated May 6, 2009;

(iii) a certified true copy of the resolution of the board of directors of the Concessionaire dated May 11, 2009 approving inter alia the execution of the Concession Agreement;

(iv) a certified true copy of the shareholders agreement dated April 28, 2009 between Isolux Corsan Concesiones, S.A. ("**Isolux**") and Soma Enterprise Limited ("**Soma**") governing their inter se rights and obligations in relation to the Concessionaire ("**Shareholders Agreement**");

(v) a certified true copy of the resolution of the board of directors of Isolux dated March 10, 2009 for the execution of the Shareholders Agreement and investment in Concessionaire in terms thereof.

(vi) a certified true copy of the resolution of the board of directors of Soma dated March 16, 2009 and investment in Concessionaire in terms thereof.

(vii) such other records and documents as we have deemed necessary or appropriate for the purposes of this opinion.

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

PRABHAKAR AWASTHI
ADVOCATE

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3. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Charter.

4. The opinion contained herein is based on the applicable Indian law in reference to the organization and authority of Concessionaire to execute the Concession Agreement; and the assumptions, basis and premise for the opinion set out herein below.

5. The opinion is subject to the following assumptions, basis and/or premise:

(i) in relation to such documents that we have examined all such documents are within the capacity and powers of and have been validly authorized, executed and delivered by and are enforceable and binding on the parties, thereto in accordance with all applicable laws (other than Indian law), and that there are no facts or circumstances in existence and no events have occurred which render the documents void or voidable, or repudiated or frustrated, or capable of rescission for any reason, and in particular but without limitation by reason of the lack of consideration, default, fraud or misrepresentation;

(ii) the genuineness of all signatures, the authenticity and completeness of all documents submitted to us as originals and that all documents submitted to us as copies or specimens of the documents conform to their originals and are true, complete and accurate;

(iii) the conformity with the originals of all documents submitted to us as photocopies or facsimile copies thereof;

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY

PRABHAKAR AWASTHI
ADVOCATE

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(iv) all statements as to matters of fact contained within the documents examined by us are true, accurate and complete. We are not aware of any facts or circumstances that indicate that such an assumption is not fully justified;

(v) there are no agreements, letters or other arrangements other than documents expressly referred to herein examined by us which affect, amend or vary the Charter. We are not aware of any facts or circumstances that indicate that such an assumption is not fully justified; and

(vi) this opinion is given on the basis of the interpretation and applicability of Indian law, policy, rules and regulations are as on the date of this opinion.

6 On the basis of the assumptions made above, the qualifications and limitations set out below and subject to the applicable laws, we are of the opinion that:

(a) the Concessionaire is a limited liability company duly organized under the laws of India;

(b) all necessary corporate actions have been taken by the Concessionaire for the execution of the Concession Agreement.

(e) Concessionaire is duly authorized to enter into the Concession Agreement and its provisions are enforceable under the Indian laws.

7. This opinion is given with respect to the laws of India as currently in effect and in force on the date hereof (without reference to the

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applicable conflicts of law principles) and we have made no independent investigation of and do not pass upon nor express or imply any opinion in respect of those matters governed by or construed in accordance with the laws of any jurisdiction other than India. Further, we express no opinion as to any agreement, instrument or other document other than as specified in this opinion.

8. This opinion is rendered solely to and for the exclusive benefit of:

(i) NHAI; and (ii) Isolux and Soma,

(together, the **"Addressees"**).

9. Save as required by law or regulation or the rules of any regulatory authority, this opinion shall not, without our prior written consent, be disclosed by any Addressee or be used, circulated, quoted, referred or relied upon by any other person other than to Addressees, nor may it or any part of it be quoted or referred to in any public documents or filed with any government agency, regulatory or other authority or any other person without our prior written consent.

Yours faithfully

(PRABHAKAR AWASTHI)
ADVOCATE

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National Highways Authority of India

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09/2008

[Stamp: Carlos del Moral Carro, Notary Public, Madrid]

CARLOS DEL MORAL CARRO
NOTARY PUBLIC
C/ Serrano, 38 2º
Tel. 91 576 25 17 - Fax 91 576 19 80
28001 Madrid

PUBLIC INSTRUMENT ENACTED IN ORDER TO FORMALIZE CORPORATE DECISIONS made by the trading company: ISOLUX CORSÁN CONCESIONES, S.A. --------

NUMBER ONE THOUSAND AND THIRTY-FOUR. --------

IN MADRID, on the sixteenth of March, two thousand and nine. ----------

BEFORE ME, CARLOS DEL MORAL CARRO, Notary Public of the capital city and its Illustrious Association of Notaries Public, ----------

---------- **APPEARS** ----------

MR. JUAN FRANCISCO FALCÓN RAVELO, legally of age, a citizen of Spain, married, lawyer, with a professional address at 28002 Madrid, C/ Príncipe de Vergara, num. 187, bearer of Spanish National Identity Document and Tax Identification Number 42806815C. ----------

IN HIS CAPACITY as the non-Board Member Secretary of the Board of Directors in name and on behalf of the trading company **ISOLUX CORSÁN CONCESIONES, S.A.**, a Spanish company with a registered address at C/ Caballero Andante, 8, and Spanish Tax Identification Number (*N.I.F.*) A-

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28023 MADRID
TLF.-FAX: 91 357 28 93

84464247. ----------

Legal status of the company.- The company was created as a limited liability company for an undefined period of time in a public instrument enacted on 30 September 2005 before Mr. Santiago-María Cardelús Muñoz-Seca, Notary Public of Madrid, and recorded under number 2,956 of his notarial records. It was recorded in the Companies Register of Madrid, volume 21,832, book 0, folio 161, section 8, page M-389038, entry number 1 (hereinafter known as the "**Company**"). ----------

It was changed from a limited liability company (*sociedad de responsibilidad limitada*) to a public limited company (*sociedad anónima*) by virtue of a decision by the shareholders in their General Meeting and by the Company Board of Directors on 28 July 2006, a decisions that was subsequently made public before me in Madrid on the ninth of August, two thousand and six, recorded under number 4,925 of my notarial records, and duly registered with the Companies Register of Madrid. ----------

Authorization/empowerment of the affiant.- The affiant was legally empowered for this act through a decision of the Board of Directors by virtue of art. 140.2 of the Spanish Public Limited Companies

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Act (*Ley de Sociedades Anónimas*), effective on the tenth of March, two thousand and nine. Proof of this decision was submitted to me by the affiant in the form of a certificate - which I attach to this original public instrument - issued by Mr. Juan Francisco Falcón Ravelo, as Secretary of the Board, and bearing the signed approval of the Chairman of the Board, Mr. Luis Delso Heras, whose signatures I recognize and have validated. -------

I hereby attest that I have identified the affiant in compliance with article 23, section c) of the Notary Public Act (*Ley del Notariado*). ----

Pursuant to the provisions of the Personal Data Protection Act (Organic Law 15/1999), the affiant has been duly informed of and accepts the inclusion of his personal data in the automated data files of this Notary Office, which shall be maintained in strict confidence, without prejudice to any compulsory disclosures to the public administration that may be stipulated under the law, and as the case may be, to the successor who may eventually take over the position of the current notary public. The purpose of said data is

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to prepare this public instrument, invoice it, carry out any follow-up activities, and facilitate any other functions that are otherwise related to the business of a notary public. The party officially and legally responsible for this data file is: **Carlos del Moral Carro, 28001 Madrid, C/ Serrano, num. 38.** ----------

It is my conviction that the affiant possesses the legal capacity necessary to officialize this public instrument enacted in order to formalize corporate decisions by virtue of the authorization granted in the attached certification, and to that end, ----------

---------- **HE STATES AND ENACTS** ----------

That he hereby makes public the "FIRST" decision from the meeting of the Board of Directors of **ISOLUX CORSÁN CONCESIONES, S.A.**, effective as of 10 March 2009, as this decision appears in the attached certification, the text of which for all legal effects and purposes shall be considered to be copied here verbatim in order to avoid unnecessary repetition. ----------

And by virtue of this decision: ----------

The Board of Directors has agreed to establish a joint venture in India per the conditions and

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terms set forth in the attached certification. ---

----------**ENACTMENT AND AUTHORIZATION** ----------

I have made the pertinent legal notifications and warnings. ----------

The affiant has read this public instrument by his own choice and with my consent, and in full knowledge of its contents, he approves and signs with me, the Notary Public. I hereby attest to the contents of this public instrument, which is printed on three sheets of official state paper for exclusive use in notarial documents, series 9C, numbers 7952051, 7952052 and this sheet. This document bears the signature of the affiant. It also bears the stamp, seal and signatures of the Notary Public. ----------

---------- DOCUMENTS ATTACHED ----------

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

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AVDA. DEL TAJO, 125 - 2º A
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I, Juan Francisco Falcón Ravelo, as non-member Secretary of the Board of Directors of ISOLUX CORSÁN CONCESIONES, S.A. (hereinafter known as the "Company"),

HEREBY CERTIFY

That the Board of Directors of the Company, that is to say, Mr. Luis Delso Heras (Chairman), CONSTRUCTION INVESTMENTS, S.a.r.l., represented by Mr. José Gomis Cañete (Vice Chairman), GRUPO CORPORATIVO EMPRESARIAL DE LA CAJA DE AHORROS Y MONTE DE PIEDAD DE NAVARRA, S.A.U. (represented by its representative Mr. Juan Odériz San Martín), Mr. Francisco Moure Bourio, Mr. Serafín González Morcillo, Mr. Juan José Ávila González, MONTE DE PIEDAD Y CAJA DE AHORROS SAN FERNANDO DE HUELVA, JEREZ Y SEVILLA - CAJA SOL (represented by its representative Mr. Alberto Leopoldo Rodado), Mr. Ángel Serrano Martínez-Estéllez, CARTERA PERSEIDAS, S.L. (represented by its representative Mr. José Luis Hernández Sánchez), Mr. Antonio Portela Álvarez and Mr. Javier Gómez-Navarro Navarrete, conducted a written vote according to the procedure set forth in article 140.2 of the Spanish Public Limited Companies Act, being as no member of the board opposed to said procedure, and unanimously made the following decisions, each effective as of 10 March 2009; and further, that these decisions have not since been revoked or amended:

"**FIRST.- Incorporating a company in India**

The BOARD HAS AGREED to establish a joint venture in India and approves of the incorporation of said Indian company with any of the following registered names or any other registered name including "ISOLUX" that may be approved by the Register of Companies:

1. Soma Isolux Kishangarh Beawar Tollway Private Limited
2. Isolux Soma Kishangarh Beawar Tollway Private Limited
3. Soma Isolux Kishangarh Beawar Expressway Private Limited
4. Isolux Soma Kishangarh Beawar Expressway Private Limited

The BOARD HAS FURTHER AGREED that the proposed company should be founded in India with a share capital of Rs. 10,000,000.00 (ten lahks of rupees) divided into 100,000 (one lahk) shares of Rs. 10.00 (ten rupees) each.

The BOARD HAS FURTHER AGREED that the proposed company should be registered in the State of Haryana for the purpose of initiating, promoting, developing, financing, designing, establishing, engineering, obtaining, erecting, constructing, completing, outfitting, directing, maintaining, repairing and improving the current two-lane expressway from Kishangarh to Ajmer to Beawar

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(approximately 58 km) to produce a six-lane tollway in the indicated sections plus all auxiliary facilities, including toll booths, connecting highways, buildings, shops, billboards, electric facilities, drainage, channels, conduits, telephone lines, etc. (the "**Project**"), which comprises design, construction, financing and operation over a period of 18 years, as granted by the National Highways Authority of India, Ministry of Shopping, Road Transport and Highways, Government of India ("**NHAI**"), as well as charging and collecting tolls, tariffs, duties and fees from the Project's users; that the Company shall subscribe up to five hundred thousand rupees (Rs. 500,000.00) of the initial share capital as signers of the proposed company's Memorandum of Association and Articles of Association; and that the Company shall own fifty thousand (50,000) shares with a face value of ten rupees (Rs. 10.00) each.

The BOARD HAS FURTHER AGREED that Mr. Santiago Varela Ullastres and Mr. Mario Anibal Pastinante shall be named the first board members of the proposed company.

The BOARD HAS FURTHER AGREED to grant sufficient authorization to Mr. Santiago Varela Ullastres and/or Mr. Mario Anibal Pastinante to, indistinctly, carry out any and all steps necessary to present e-form 1A and incorporate the proposed company; act in representation and on behalf of the company and sign said company's Memorandum of Association and Articles of Association; sign any other document; obtain the requisite authorizations and take part in all legal acts, deeds and instruments needed to incorporate the company proposed as a joint venture with the Company; and delegate the power of attorney needed for others to carry out any of the aforementioned actions.

THE BOARD HAS FURTHER DECIDED to designate Mr. Mario Anibal Pastinante, a citizen of Italy, with an address at C/ Caballero Andante, num. 8, Madrid 28021, Spain, and a temporary address at House num. LGG0126B, The Laburnum Complex, Sushant Lok – 1, Sector – 28, Gurgaon – 122009 – 05 Haryana, and bearer of Italian passport number 863982-U and Mr. Santiago Varela Ullastres, a citizen of Spain, with an address at C/ Francia, num. 8, Pozuelo de Alarcón, Madrid – 28224 NA, Spain, as its legitimate legal representatives, so that either may, indistinctly, carry out all of the activities needed to incorporate the proposed company; to make corrections, additions, eliminations or modifications to the documents and forms submitted to the Register of Companies of the National Capital Territory of Delhi and of Haryana for the purpose of incorporating the proposed company, including any amendment or modification in the subscribers column of the Memorandum of Association and the Articles of Association of the proposed company; and to collect or receive the Certificate of Incorporation. The aforesaid representatives are authorized to grant powers of attorney and authorization letters on behalf of the subscribers to any other person for any or all of the aforementioned activities.

SECOND.- Authorization to enact the public instrument formalizing the foregoing decisions

The Board of Directors hereby grants authorization to Mr. Luis Delso Heras, Chairman of the Board of Directors, and Mr. Juan Francisco Falcón Ravelo, non-member Secretary of the

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
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Board, so that either of them may appear before a notary public and enact any public instruments that may be necessary to formalize the aforementioned decisions as well as to issue and sign as many documents and engage in as many legal actions as needed to record said decisions in the Companies Register, including those required to rectify, where possible, any errors pointed out by the Register, be it verbally or by a qualifying note, without prejudice to partial entry, if possible, all in accordance with articles 62 and 63 of the Companies Register Regulations."

In witness whereof and for all relevant purposes under the law, I hereby issue this certification in my capacity as non-member Secretary of the Board of Directors with the express approval of Mr. Luis Delso Heras, the Chairman of the Board of Directors.

In Madrid, on 10 March 2009.

Approval
Chairman of the Board of Directors

[illegible signature]

Luis Delso Heras

Non-member Secretary of the
Board of Directors

[illegible signature]

Juan Francisco Falcón Ravelo

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KISHANGARH BEAWAR TOLL WAY PVT. LTD.
INDIA

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I HEREBY ATTEST THAT **THIS IS AN EXACT COPY OF THE ORIGINAL DOCUMENT**, which it matches in number and content and upon which a note has been made. I have printed this copy on behalf of the affiant Company on five sheets of paper for exclusive use in notarial documents, series 9C, numbered with the number on this sheet and the four preceding it in numerical order. In Madrid, the sixteenth of March, two thousand and nine.

[Seal: Spanish Association of Notaries Public, 0139668640] [illegible signature]
[Stamp: Carlos del Moral Carro, Notary Public, Madrid]

[Stamp: DOCUMENT WITH NO MONETARY VALUE]

ILLUSTRIOUS ASSOCIATION OF NOTARIES OF MADRID
OFFICE OF THE DEAN

Legalization of the mark, signature and flourish of Mr. Carlos del Moral Carro
Notary of this Illustrious Association
Madrid, the twenty-fourth of March, two thousand and nine
[Illegible Signature]
Mr. Ignacio Gomá Lanzón
Delegated signature of the Dean

[Seal: Spanish Association of Notaries Public, 0135791702] [stamp: €0.20]
[Stamp: Illustrious Association of Notaries of Madrid]

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28023 MADRID
TLF. FAX: 91 357 26 98 7

LEGALIZATION: Examined at this Directorate General of Registers and Notaries for authentication of the signature of Mr. Ignacio Gomá Lanzón, member of the Board of Directors of the Notaries Association of Madrid.

Madrid, the twenty-fourth of March, two thousand and nine

p.p. The Director General

Public Official Empowered to Legalize

[*Illegible signature*]

Signed: Mª Carmen Guijarro González

[Stamp: the Ministry of Justice- Undersecretary's Office]

[Rubber stamp reading: MINISTRY OF FOREIGN AFFAIRS AND COOPERATION

LEGALIZATIONS

Approval for authentication of the preceding signature, which seems to be authentic, without considering the content of the document nor the ultimate purpose for which it may be intended.

Madrid 24 March 2009

p.p. the Undersecretary

[Illegible signature]

Olga Villegas Martínez

Head of Department]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
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I, Javier González, Sworn English Translator, hereby certify that this document is an accurate and complete translation into English of a document written in Spanish. Madrid, 25 March 2009.	Yo, Javier González, Intérprete Jurado de Inglés, certifico que la que antecede es una traducción fiel y completa al inglés de un documento redactado en español. En Madrid, a 25 de marzo de 2009.

FEE CHARGED

Embassy of India
Madrid
No C0062309-1 Date 27.03.2009
Seal of the Ministerio de Asuntos Exteriores. Government of Spain, Madrid, attested:

This Embassy accepts no responsibility for the contents of these documents

JOSEPH TOPNO
Second Secretary (Cons)
Embassy of India
Madrid (Spain)

MINISTERIO DE ASUNTOS EXTERIORES Y DE COOPERACION
LEGALIZACIONES
Visto Bueno para legalizar la firma que antecede por ser, a parecer, auténtica, sin prejuzgar la veracidad del contenido del documento ni ulterior destino que pueda dársele.

Madrid, 26 MAR 2009

P. LA SUBSECRETARIA

Ana Cristina Pérez Martínez
Jefe de Negociado

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TAJO, 125 - 2º A
28023 MADRID
TLF. FAX: 91 357 28 93

D. Juan Francisco Falcón Ravelo, Secretario no miembro del Consejo de Administración de ISOLUX CORSÁN CONCESIONES, S.A. (la **"Sociedad"**)

Mr. Juan Francisco Falcón Ravelo, Secretary non member of the Board of Directors of ISOLUX CORSÁN CONCESIONES, S.A. (the **"Company"**)

CERTIFICO

CERTIFY

Que el Consejo de Administración de la Sociedad, en votación por escrito de todos sus miembros, esto es, D. Luis Delso Heras (Presidente), CONSTRUCTION INVESTMENTS, S.a.r.l., representada por D. José Gomis Cañete (Vicepresidente), GRUPO CORPORATIVO EMPRESARIAL DE LA CAJA DE AHORROS Y MONTE DE PIEDAD DE NAVARRA, S.A.U (representada por su representante persona física D. Juan Odériz San Martín), D. Francisco Moure Bourio, D. Serafín González Morcillo, D. Juan José Ávila González, MONTE DE PIEDAD Y CAJA DE AHORROS SAN FERNANDO DE HUELVA, JEREZ Y SEVILLA - CAJA SOL (representada por su representante persona física D. Alberto Leopoldo Rodado), D. Ángel Serrano Martínez-Estéllez, CARTERA PERSEIDAS, S.L. (representada por su representante persona física D. José Luis Hernández Sánchez), D. Antonio Portela Álvarez y D. Javier Gómez-Navarro Navarrete, siguiendo el procedimiento previsto en el artículo 140.2 de la Ley de Sociedades Anónimas, al no haberse opuesto a dicho procedimiento ningún miembro del Consejo, tomó por unanimidad, entre otros, los siguientes acuerdos, con efectos al 13 de mayo de 2009 y que dichos acuerdos no han sido en modo alguno revocados o enmendados:

That the Board of Directors of the Company, by written vote of all its members, that is, Mr. Luis Delso Heras (Chairman), CONSTRUCTION INVESTMENTS, S.a.r.l., represented by Mr. José Gomis Cañete (Vicepresident), GRUPO CORPORATIVO EMPRESARIAL DE LA CAJA DE AHORROS Y MONTE DE PIEDAD DE NAVARRA, S.A.U (acting by its individual representative Mr. Juan Odériz San Martín), Mr. Francisco Moure Bourio, Mr. Serafín González Morcillo, Mr. Juan José Ávila González, MONTE DE PIEDAD Y CAJA DE AHORROS SAN FERNANDO DE HUELVA, JEREZ Y SEVILLA - CAJA SOL (acting by its individual representative Mr. Alberto Leopoldo Rodado), Mr. Angel Serrano Martínez-Estéllez, CARTERA PERSEIDAS, S.L. (acting by its individual representative Mr. José Luis Hernández Sánchez), Mr. Antonio Portela Álvarez and Mr. Javier Gómez-Navarro Navarrete, following the written procedure without holding a formal meeting (*votación por escrito y sin sesión*) under article 140.2 of Public Companies Act, by not having opposed this procedure any member of the Board, made unanimously, among others, the following resolutions with effects at May 13, 2009, and that such resolutions have been not revoked or amendmed:

*"**PRIMERO**.-*

Autorizar a la Sociedad, en su condición de promotor de Soma Isolux Kishangarh Beawar

*"**FIRST**.-*

RESOLVED THAT the Company in the capacity of one of the promoters of Soma

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highway Authority of India

Tollway Private Limited ("SPV"), para invertir en el capital de la SPV.

Isolux Kishangarh Beawar Tollway Private Limited ("SPV") be and is hereby authorised to invest in the equity of the SPV.

SEGUNDO.-

Apoderar a D. Mario Anibal Pastinante, mayor de edad, casado, de nacionalidad italiana, con domicilio a estos efectos en Laburnum Cond. Complex. Sushant Lok 1. Block A. Sector 28. 122009-05 Gurgaon – Haryana, India, hijo de D. Victorio Pastinante, y Pasaporte italiano nº AA1147689 en vigor y a Dª. María Esther Ayuso Gil, mayor de edad, casada, de nacionalidad española, con domicilio a estos efectos en calle Caballero Andante 8, 28021 Madrid, hija de D. Abilio Ayuso Tabanera y Pasaporte español número BF080788 en vigor, para firmar, de forma indistinta, en nombre y representación de la Sociedad, todos los documentos necesarios para llevar a cabo la inversión en el capital social de Soma Isolux Kishangarh Beawar Tollway Private Limited, así como firmar el compromiso para mantener la participación en el capital de dicha sociedad, según los términos del Contrato de Concesión.

SECOND.-

RESOLVED FURTHER that Mr. Mario Anibal Pastinante, of legal age, married, of Italian nationality, with domicile to this effect at Laburnum Cond. Complex. Sushant Lok 1. Block A. Sector 28. 122009-05 Gurgaon – Haryana, India, son of Mr. Victorio Pastinante, and Italian Passport number AA1147689 in force, and Ms. Maria Esther Ayuso Gil, of legal age, married, of Spanish nationality, with domicile to this effect at calle Caballero Andante 8, 28021 Madrid, daughter of Mr. Abilio Ayuso Tabanera and Spanish passport number BF080788 in force, be and is hereby severally authorised, on behalf of the Company, to sign necessary documents to invest in equity of Soma Isolux Kishangarh Beawar Tollway Private Limited and also sign the undertaking that it would at all times maintain equity participation in the said company, as per the terms of the Concession Agreement.

TERCERO.-

Autorizar, apoderar y facultar, tan ampliamente como en derecho hubiera lugar y de forma expresa, al Presidente del Consejo de Administración, D. Luis Delso Heras y al Secretario no miembro del Consejo de Administración, D. Juan Francisco Falcón Ravelo, para que cualquiera de ellos, indistintamente, en nombre y representación de la Sociedad, puedan comparecer ante Notario y otorgar la o las escrituras públicas que fueran necesarias y que recojan los anteriores acuerdos, así como para otorgar cuantos documentos bien públicos, bien privados, fueran necesarios, incluso aquellos de rectificación, aclaración o subsanación y realicen todas las gestiones, incluyendo la petición de inscripción parcial si ésta

THIRD.-

It is agreed to empower, expressly and as widely and enough as it may be required by law, to the Chairman of the Board of Directors of the Company, Mr. Luis Delso Heras, and to the Secretary non member of the Board of Directors, Mr. Juan Francisco Falcón Ravelo, so that any of them, indistinctly, in the name and on behalf of the Company, may appear before Notary and perform whatever public deed(s) that shall be necessary containing the abovementioned resolutions, and to formalize any other public or private document that shall be necessary, including those acts for the clarification, rectification or complement of the resolutions, as well as the request for partial registration, if applicable, in

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

resultara posible, todo ello de acuerdo con los artículos 62 y 63 del Reglamento del Registro Mercantil, que se precisen para su completa inscripción en el Registro Mercantil."

Los acuerdos anteriores son certificados por el Secretario no miembro del Consejo de Administración de la Sociedad, D. Juan Francisco Falcón Ravelo, con el Visto Bueno del Presidente del Consejo de Administración, D. Luis Delso Heras.

En Madrid, a 13 de mayo de 2009.

Visto Bueno / With my approval

D./ Mr. Luis Delso Heras

Presidente del Consejo de Administración / Chairman of the Board of Directors

accordance with articles 62 and 63 of the Commercial Register Regulation, to complete the registration with the Commercial Register."

The above resolutions are certified by the Secretary non member of the Board of Directors of the Company, Mr. Juan Francisco Falcón Ravelo, with the approval of the Chairman of the Board of Directors, Mr. Luis Delso Heras.

In Madrid, May 13, 2009.

Fdo./ Signed:

D./ Mr. Juan Francisco Falcón Ravelo

Secretario no miembro del Consejo de Administración / Secretary non member of the Board of Directors

SOMAJSOLUT KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

CERTIFIED TRUE COPY OF THE BOARD RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 16TH MARCH, 2009 AT THE CORPORATE OFFICE, HYDERABAD.

APPROVAL FOR INCORPORATION OF A JOINT VENTURE COMPANY IN INDIA

"RESOLVED THAT the Company do form a joint venture company in India and does not have any objection in incorporating a company in India with any of the following names or any other name as may be approved by the Registrar of Companies with **"SOMA"** as part of the name:

1. Soma Isolux Kishangarh Beawar Tollway Private Limited
2. Isolux Soma Kishangarh Beawar Tollway Private Limited
3. Soma Isolux Kishangarh Beawar Expressway Private Limited
4. Isolux Soma Kishangarh Beawar Expressway Private Limited

RESOLVED FURTHER THAT the proposed company be incorporated in India with an authorised share capital of Rs. 10,00,000/- (Rupees Ten Lakhs only) divided into 100,000 (One Lakhs) equity shares of Rs. 10/- (Rupees Ten) each.

RESOLVED FURTHER THAT the proposed company shall be registered in the State of Haryana to undertake, promote, develop, finance, design, establish, engineer, procure, erect, construct, carry-out, equip, operate, maintain, repair and upgrade the existing two lane highway on the Kishangarh – Ajmer – Beawar section (approximately 58 km), to a six-lane highway on the designated site, and its ancillary facilities including toll plazas, connecting roads, buildings, commercial premises, hoardings, electric fittings, drains, waterways, water-pipes, telephone-lines, etc., ("**Project**") on a design, build, finance and operate basis for a concession period of 18 years, granted by the National Highways Authority of India, Ministry of Shipping, Road, Transport and Highways, Government of India ("**NHAI**") and to charge and collect tolls, fees, cess, rents from the users of the Project and that the Company do subscribe to the initial paid-up share capital up to Rs. 500,000/- (Rupees Five Lakhs only) as subscribers to the Memorandum and Articles of Association of the proposed company and that the Company will hold 50,000 (fifty thousand) shares of Rs. 10/- (Rupees Ten) each.

RESOLVED FURTHER THAT Mr. Ankinedu Magani and Mr. P. R. Rao be appointed as first directors of the proposed company.

SOMA ENTERPRISE LTD. HYD.

SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

RESOLVED FURTHER THAT Mr. Ankineedu Maganti and/or Mr. P. R. Rao be and are hereby authorized jointly and severally to act and sign the Memorandum and Articles of Association as subscribers on behalf of the Company, to sign all other papers and documents, to obtain requisite approvals, and to do all acts, deeds and things, as may be required to be done for the formation of the proposed company as a joint venture Company of the Company and to appoint delegates for any of the afore-stated acts.

RESOLVED FURTHER THAT the Company do hereby nominate, constitute and appoint severally, Mr. P. R. Rao, resident of 23/37/11, Sundar Ram Nagar, Saljapuram, Tanuku, West Godavari, Andhra Pradesh, India – 534211, and Mr. Ankineedu Maganti, resident of Maganti Plot No. 1054, Road No. 46, Jubilee Hills, Hyderabad, Andhra Pradesh, India - 500033 and Mr. Mario Anibal Pastinante, Italian by nationality, resident of C/Caballero, Andante No.8, 28021, Madrid, Spain, temporarily residing at House No. LGG0126B, The Labumum Complex, Sushant Lok - I, Sector – 28, Gurgaon – 122009 – 05. Haryana, having Italian Passport Number 863982-U, be and are hereby authorized jointly and severally to take necessary steps, to file e-form 1A, to incorporate the proposed company, to be its true and lawful Attorney and to take necessary steps in incorporation of the proposed company, make corrections, additions, deletions, modifications in the documents and forms filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana for incorporation of the proposed company including any amendments or modifications at the subscribers' column in the Memorandum and Articles of Association of the proposed company and to collect the Certificate of Incorporation and Attorney is further authorised to issue power of attorney(s) in favour of any person, letters of authorization on behalf of the Subscribers for any or all of the afore - stated acts."

IN WITNESS THEREOF, the undersigned, being the members of the Board of Directors, hereby consent to, approve, and adopt, the foregoing resolutions.

//CERTIFIED TRUE COPY//

S.J.Rao

(Company Secretary)

SOMA-ISOLUX KISHANGARHBEWAR TOLL WAY PVT. LTD. INDIA

SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED
8th Floor – Block B, Vatika Towers, Golf Links Road, Sector – 54, Gurgaon – 122002, Haryana

11th May, 2009

To

Mr. L.P. Padhy,
General Manager (DK II),
The National Highways Authority of India,
Ministry of Shipping, Road Transport and Highways,
G- 5 & 6, Sector – 10, Dwarka,
New Delhi – 110075.

Sub: Six Laning of the existing road from Km 364.125 to Km 58.245 (approximately 93.56 Km) on the Kishangarh-Ajmer-Beawer section of National Highway No. 8 in the State of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – Signing of Concession Agreement

Dear Sir,

Please note that following are the first directors of Soma-Isolux Kishangarh Beawar Tollway Private Limited:-

1. Mr. Mario Anibal Pastinante;
2. Mr. Santiago Varela Ullastres;
3. Mr. Ankineedu Maganti
4. Mr. Patri Ramachandra Rao

Yours faithfully,

For Isolux – Soma Consortium,
Soma Isolux Kishangarh Beawar Tollway Private Limited

Mr. Mario Anibal Pastinante

CC:

1. M/s Isolux Corsan Concesiones, S.A.
c/ Caballero Andante 8,

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT LTD

National Highways Authority of India

28021 Madrid,
Spain.
Ph. No. + 34 91 449 3000
Fax No.+ 43 91 449 3804

2 M/s Soma Enterprise Ltd.,
14, Avenue – 4,
Banjara Hills,
Hyderabad - 500 034,
India.
Ph. No. + 91 40 66636666
Fax No.+ 91 40 23321286

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

(ix)

ISOLUX CORSÁN
CONCESIONES

C/Caballero Andante No.8
28021 – MADRID – SPAIN
Tel.: +34 91 449 3000
Fax: +34 91 449 3829
www.isoluxcorsan.com

May 11, 2009

To

Mr. L.P. Padhy,
General Manager (DK II),
The National Highways Authority of India,
Ministry of Shipping, Road Transport and Highways,
G- 5 & 6, Sector – 10, Dwarka,
New Delhi – 110075.

Sub: Undertaking

Ref: Six Laning of the existing road from Km 364.125 to Km 58.245 (approximately 93.56 Km) on the Kishangarh-Ajmer-Beawer section of National Highway No. 8 in the State of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – Signing of Concession Agreement

Dear Sir,

Isolux Corsan Concesiones, S.A (**"Isolux"**) a registered company, according to the laws of the Spain, having its registered office at: C/ Caballero Andante N 8, Madrid Spain 28021 has subscribed to 50,000 equity shares of Rs. 10 each of **Soma Isolux Kishangarh Beawar Tollway Private Limited, ("Concessionaire"),** a company incorporated under the Indian Companies Act, 1956, having its registered office at registered office at 8th Floor - Block B, Vatika Towers, Golf Links Road, Sector 54, Gurgaon – 122002 Haryana. The Concessionaire is supposed to implement the Project in terms of a concession agreement, proposed to be executed with NHAI (**"Concession Agreement"**).

As a condition precedent to the execution of the Concession Agreement, Isolux hereby undertakes that the minimum shareholding of Isolux in the Concessionaire would be as per the provisions of Request for Proposal, December 23, 2008, issued by NHAI in relation to the Project.

Yours Faithfully

For Isolux Corsan Concesiones, S.A

Mr. Mario Anibal Pastinante
Authorised Signatories

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD INDIA

National Highways Authority of India

557.

Soma

May 11, 2009

To

Mr. L.P. Padhy,
General Manager (DK II),
The National Highways Authority of India,
Ministry of Shipping, Road Transport and Highways,
G- 5 & 6, Sector – 10, Dwarka,
New Delhi – 110075.

Dear Sir,

Sub: **Undertaking**

Ref: **Six Laning of the existing road from Km 364.125 to Km 58.245 (approximately 93.56 Km) on the Kishangarh-Ajmer-Beawer section of National Highway No. 8 in the State of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – Signing of Concession Agreement**

Soma Enterprise Limited (**"Soma"**) a company under the Indian Companies Act, 1956, having its registered office at: Soma Heights, 3 Sidhivinayak Society, Karve Road, Pune, Maharastra-411038 has subscribed to 50,000 equity shares of Rs. 10 each of **Soma Isolux Kishangarh Beawar Tollway Private Limited, ("Concessionaire")**, a company incorporated under the Indian Companies Act, 1956, having its registered office at registered office at 8th Floor - Block B, Vatika Towers, Golf Links Road, Sector 54, Gurgaon – 122002 Haryana. The Concessionaire is supposed to implement the Project in terms of a concession agreement, proposed to be executed with NHAI **("Concession Agreement")**.

As a condition precedent to the execution of the Concession Agreement, Soma hereby undertakes that the minimum shareholding of Soma in the Concessionaire would be as per the provisions of Request for Proposal, December 23, 2008, issued by NHAI in relation to the Project.

Yours Faithfully,
for Soma Enterprise Limited,

(Ankineedu Maganti),
Authorised Signatory

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Auth... New Delhi

SOMA-ISOLUX **KISHANGARH BEAWAR TOLLWAY PRIVATE LIMITED**
8th Floor – Block B, Vatika Towers, Golf Links Road, Sector – 54, Gurgaon – 122002, Haryana

Ref:- ISC – NHAI/KISH/09/3

12th May, 2009

To

Mr. L.P. Padhy,
General Manager (DK II),
The National Highways Authority of India,
Ministry of Shipping, Road Transport and Highways,
G- 5 & 6, Sector – 10, Dwarka,
New Delhi – 110075.

Sub: Six Laning of the existing road from Km 364.125 to Km 58.245 (approximately 93.56 Km) on the Kishangarh-Ajmer-Beawer section of National Highway No. 8 in the State of Rajasthan build, operate and transfer ("BOT") under NHDP Phase-III on Design, Build, Finance, Operate and Transfer basis – Signing of Concession Agreement

Dear Sir,

It is for your kind information as desired, enclosed are following documents for your consideration:-

1. Board Resolution and Undertaking from Soma Enterprise Limited for confirming for investing for such amounts in the equity of SPV as required during the financial closure.
2. Board Resolution and Undertaking from Isolux Corsan Concesiones, S.A. for confirming for investing such amounts in the equity of SPV as required during the financial closure.
3. Photocopy of Signed certificate of Incorporation.
4. Resolution from the Board of Soma and Isolux for incorporation of Company and investment in the equity of the incorporated Company.

Yours faithfully,

For Isolux – Soma Consortium,
Soma-Isolux Kishangarh Beawar Tollway Private Limited

Mr. Mario Anibal Pastinante

12/5

SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

National Highways Authority of India

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Soma

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON 4TH MAY, 2009 AT THE CORPORATE OFFICE OF THE COMPANY, HYDERABAD.

The Chairman informed the Board that one of the conditions precedent for execution of Concession Agreement by NHAI, (Employer) in favour of **Soma-Isolux Kishangarh Bewar Tollway Private Limited**, the SPV promoted for implementation of the Project is that the Company (Soma Enterprise Limited) as one of the Promoters of the SPV should have been authorised by its Board to invest in the equity of the SPV duly undertaking that it would at all times maintain equity participation in the SPV as per the terms of the Concession Agreement.

The Board discussed the matter and passed the following resolutions:

"RESOLVED THAT the Company, in the capacity of one of the Promoters of the SPV **(Soma-Isolux Kishangarh Bewar Tollway Private Limited)** be and is hereby authorised to invest in the equity of **Soma-Isolux Kishangarh Bewar Tollway Private Limited** such amount as would be decided during the financial closure of the SPV".

"RESOLVED FURTHER THAT Sri. Ankineedu Maganti, Director of the Company, be and is hereby authorised to sign necessary documents to invest in equity of the SPV i.e. **Soma-Isolux Kishangarh Bewar Tollway Private Limited** and also sign the undertaking on behalf of the Company that it would at all times maintain equity participation in the SPV, as per the terms of the Concession Agreement".

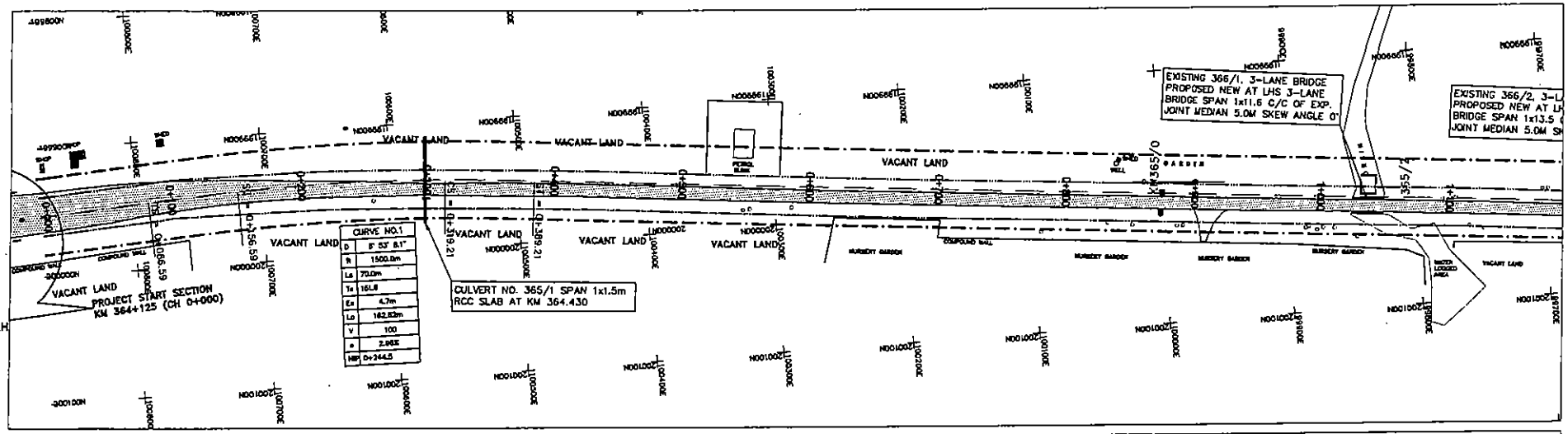
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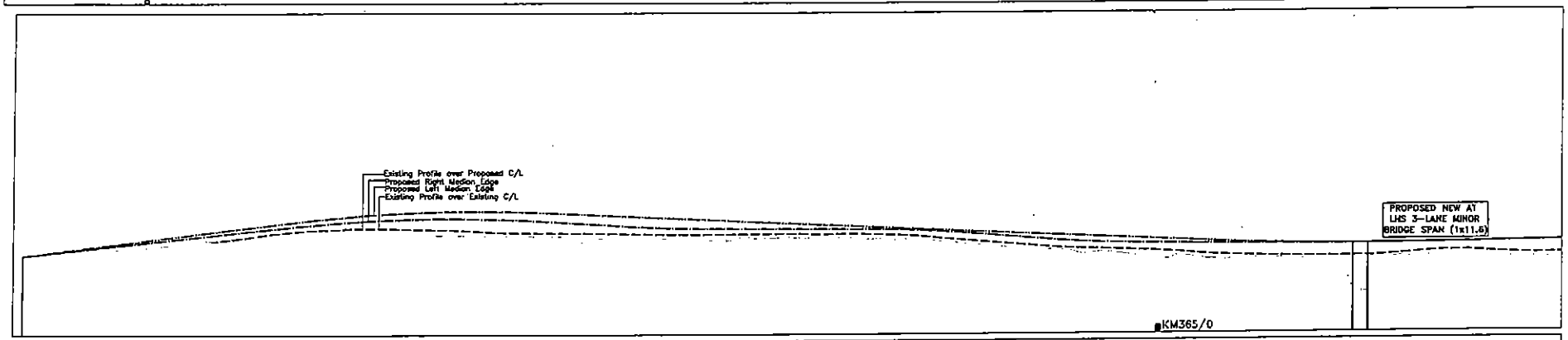
For SOMA ENTERPRISE LTD

(S. JOGA RAO)
Company Secretary

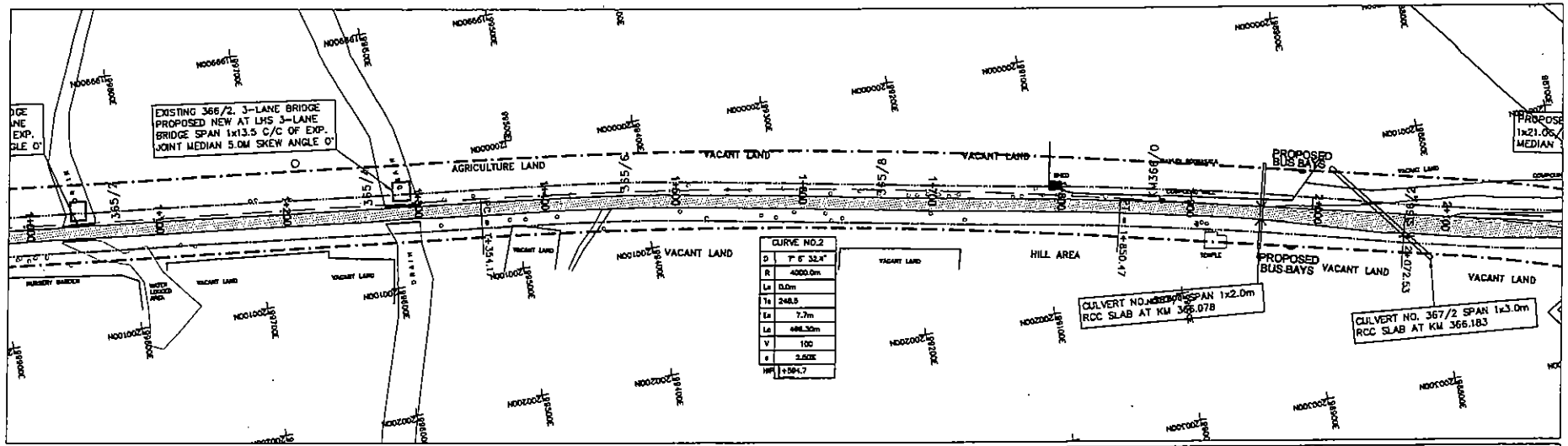
SOMA-ISOLUX KISHANGARH BEWAR TOLLWAY PVT. LTD. IND

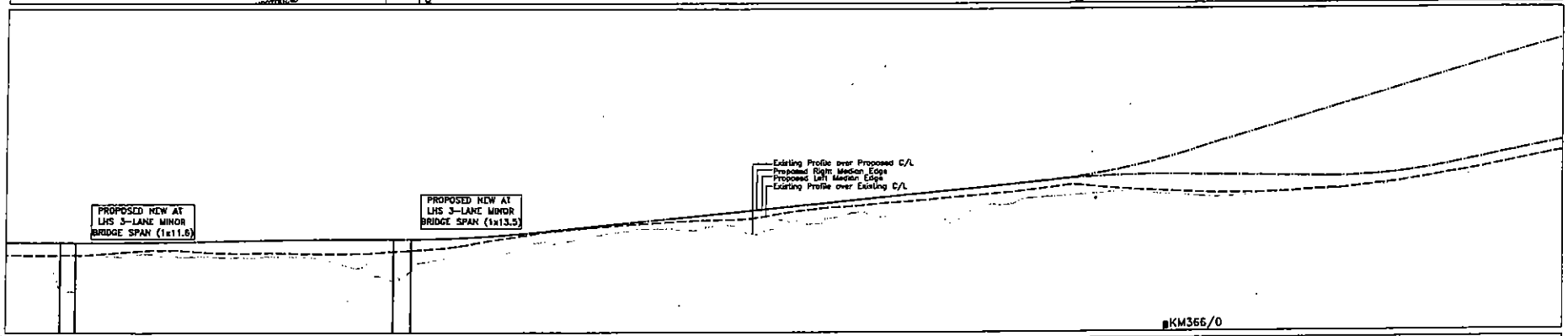
National Highways Authority of India New Delhi

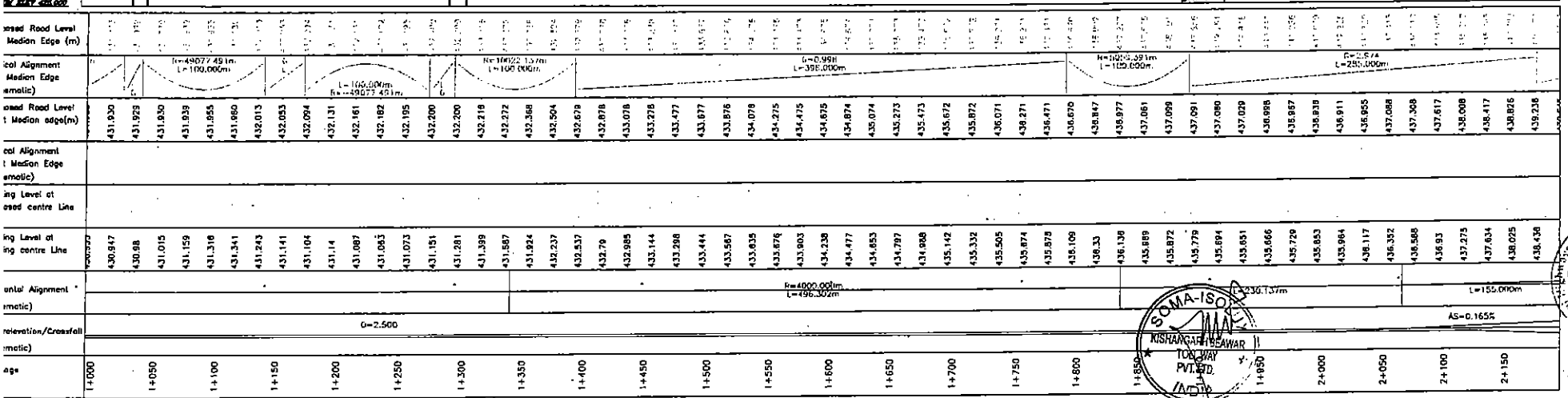

EXISTING 365/1, 3-LANE BRIDGE
PROPOSED NEW AT LHS 3-LANE
BRIDGE SPAN 1x11.6 C/C OF EXP.
JOINT MEDIAN 5.0M SKEW ANGLE 0°
EXISTING 366/2, 3-L
PROPOSED NEW AT LH
BRIDGE SPAN 1x13.5
JOINT MEDIAN 5.0M SK
VACANT LAND
CURVE NO.1
D 5° 53' 8.1"
R 1500.0m
Ls 70.0m
Ys 161.8
Es 4.7m
Lc 162.82m
V 100
e 2.96%
NSE 0+244.5
CULVERT NO. 365/1 SPAN 1x1.5m
RCC SLAB AT KM 364.430
PROJECT START SECTION
KM 364+125 (CH 0+000)
KM365/0
365/1
365/2
SHANGARH
BEAWAR


Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
PROPOSED NEW AT
LHS 3-LANE MINOR
BRIDGE SPAN (1x11.6)
KM365/0

| | | |







SOMA-ISOTEX (I) PVT. LTD. KISHANGARH-BEAWAR TOLLWAY

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PLAN & PROFILE							
DESCRIPTION OF REVISION	INITIALS						

HORIZONTAL SCALE 1:2500 (0 25 50 75 100 125m)
VERTICAL SCALE 1:250 (0 2.5 5.0 7.5 10.0 12.5m)

CONSULTING ENGINEERS GROUP LTD.
E-12,Maji Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegl@cegindia.com

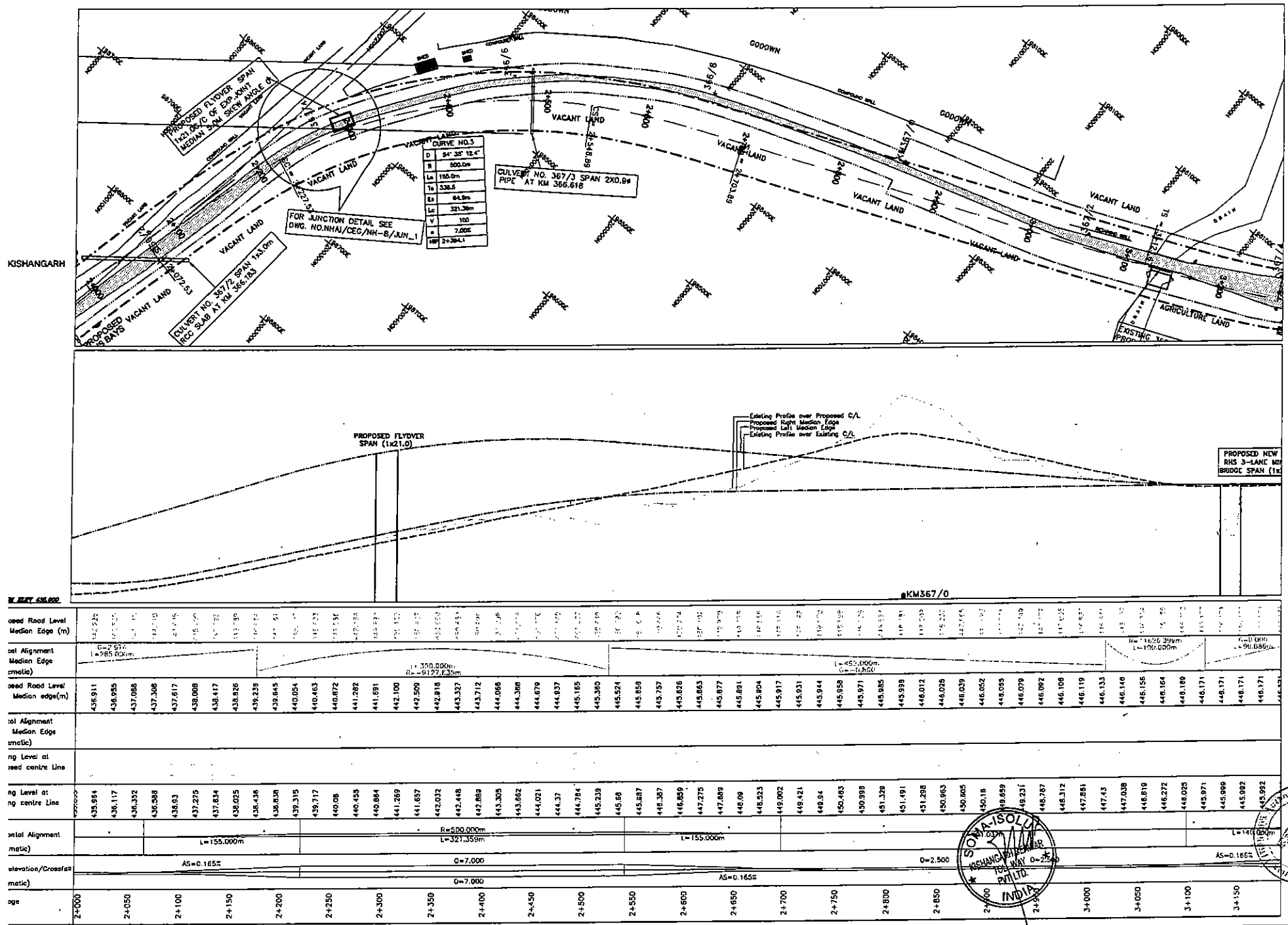
NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

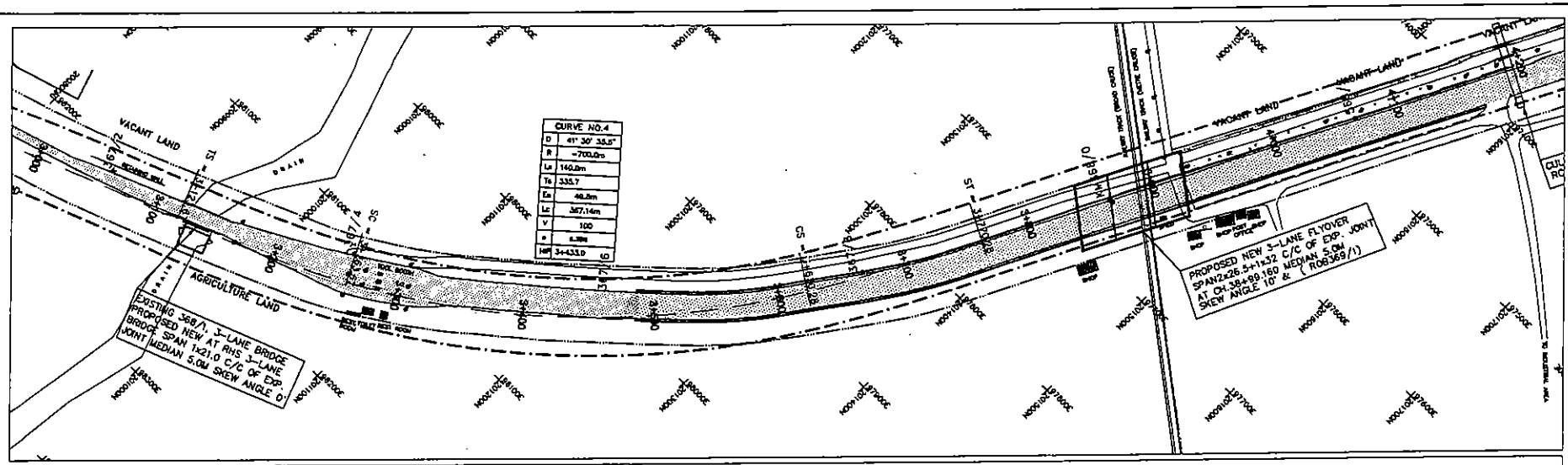
PLAN & PROFILE

Ch 1+000 to Ch 2+000

DRAWING NO. NHAI/CEG/NH-8/PAP/2			
DATE : JUNE 2007			
DRAWN (A)	DESIGNED (A)	CHECKED (C)	APPROVED (E)
SURENDRA	RAJESH GUPTA	R DAYAL	


KISHANGARH
BEAWAR
PROPOSED FLYOVER SPAN 1x21.00C/C OF EXP.JOINT MEDIAN SKEW ANGLE 0°
PROPOSED 16 BAYS VACANT LAND
VACANT LAND
FOR JUNCTION DETAIL SEE DWG. NO.NHAI/CEG/NH-8/JUN_1
CULVERT NO. 367/2 SPAN 1x3.0m RCC SLAB AT KM 366.683
CULVERT NO. 367/3 SPAN 2X0.9m PIPE AT KM 366.618
CURVE NO.3
D 54° 35' 12.4"
R 500.0m
Ls 155.0m
Ts 338.5
Es 64.9m
Lc 321.36m
V 100
e 7.00%
SSD 2+384.1
GODOWN
COMPOUND WALL
AGRICULTURE LAND
EXISTING
PROPOSED FLYOVER SPAN (1x21.0)
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
PROPOSED NEW RHS 3-LANC
BRIDGE SPAN (1x
KM367/0
Proposed Road Level Median Edge (m)
Horizontal Alignment Median Edge (schematic)
Existing Road Level Median edge(m)
Horizontal Alignment Median Edge (schematic)
Existing Level at Proposed centre Line
Existing Level at Existing centre Line
Horizontal Alignment (schematic)
Superelevation/Crossfall (schematic)
Chainage
L=155.000m
R=500.000m
L=321.359m
L=155.000m
L=140.000m
AS=0.165%
Q=7.000
Q=2.500
Q=7.000
AS=0.165%
AS=0.165%

| | | |



	PLAN & PROFILE	DETAILS	

HORIZONTAL SCALE 1:2500 (0, 25, 50, 75, 100, 125m)
VERTICAL SCALE 1:250 (0, 2.5, 5.0, 7.5, 10.0, 12.5m)

CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: ceg@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

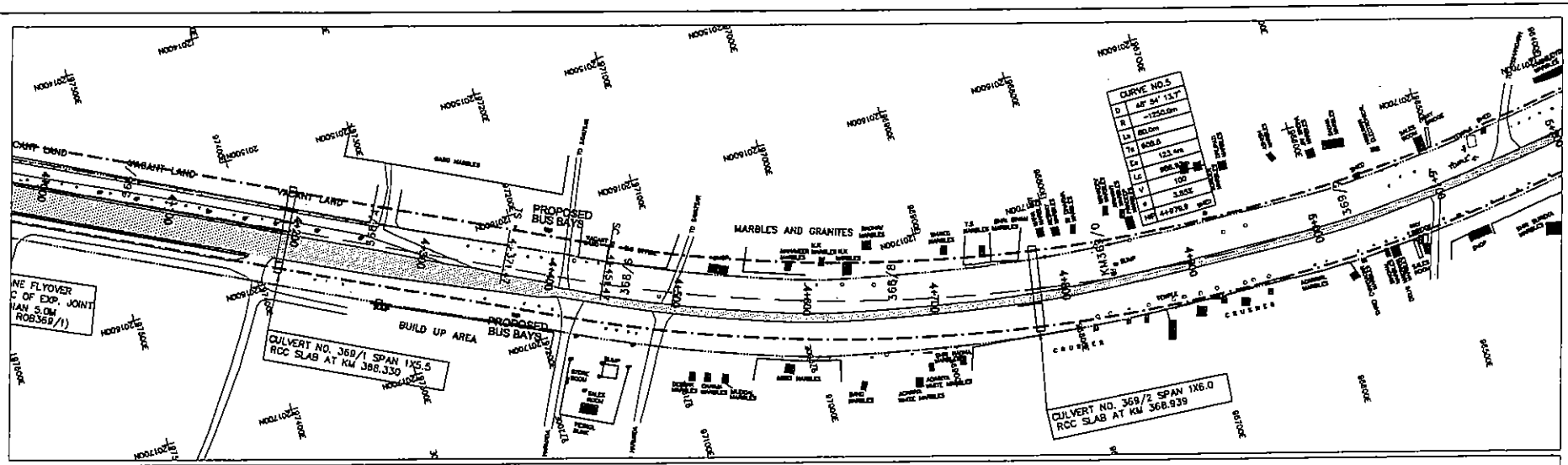
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

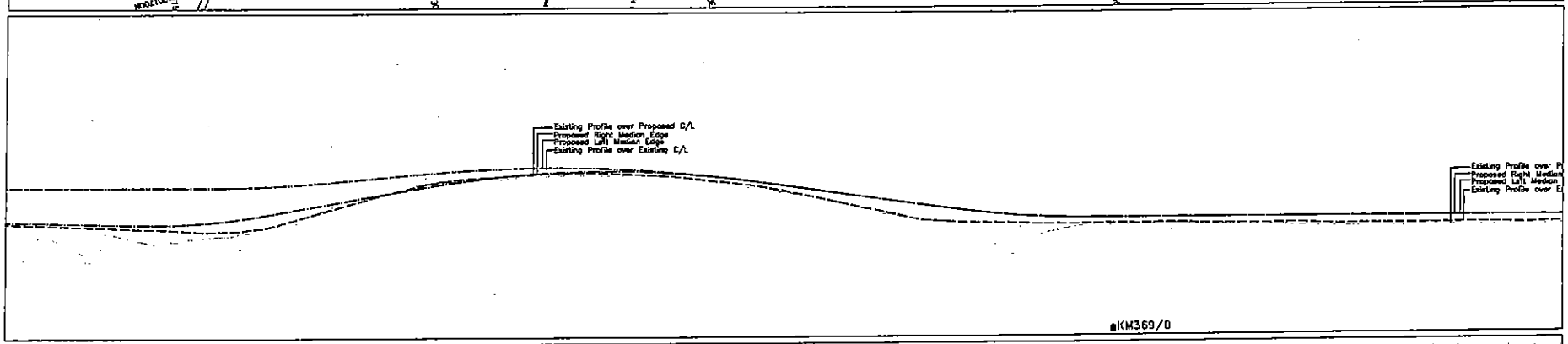
PLAN & PROFILE

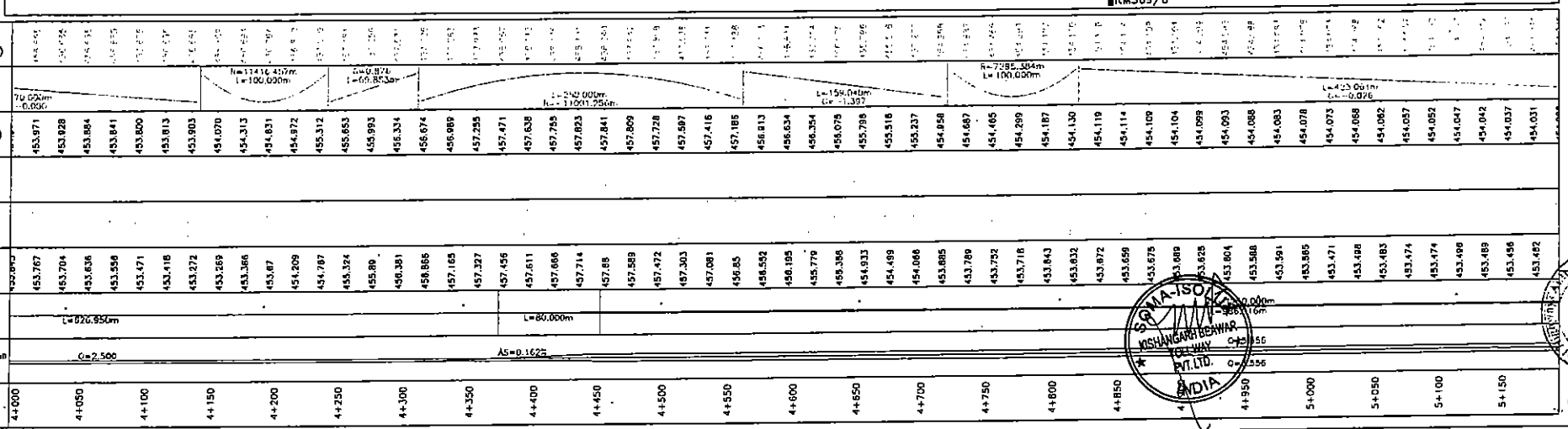
Ch 3+000 to Ch 4+000

DRAWING NO. NHAI/DDD/NH-8/P&P/4			
DATE : JUNE 2007			
DRAWN (A)	DESIGNED (A)	CHECKED (D)	APPROVED (D)
SURENDRA	RAJESH GUPTA	R.DAVE	

564







SPMA-ISO/QMS/EMS/OHSAS
KISHANGARH BEAWAR TOLL WAY PVT.LTD.
INDIA

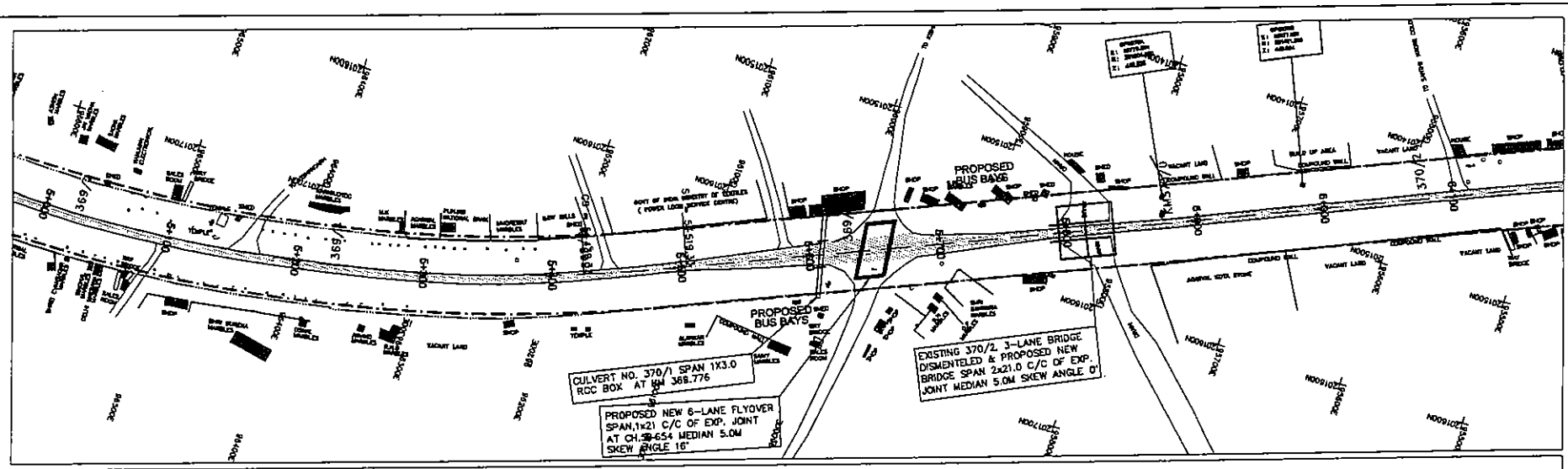
Indian Roads Congress

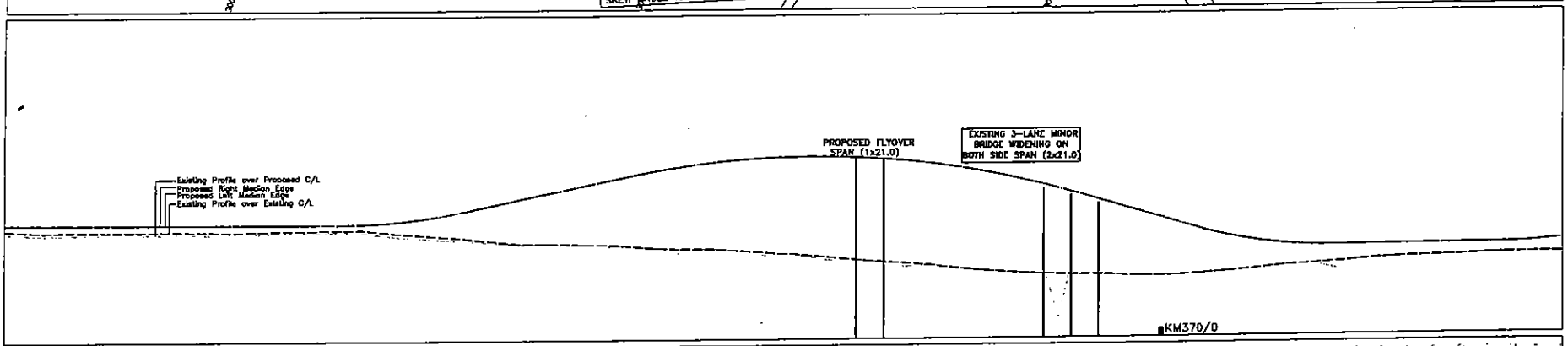
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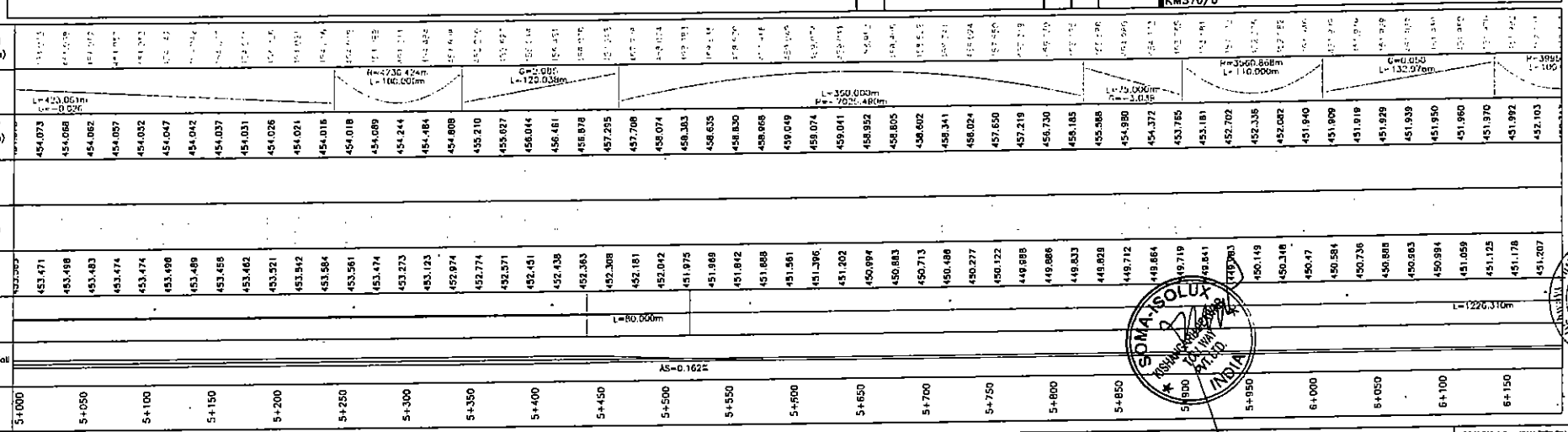
CONSULTING ENGINEERS GROUP LTD. E-12,Moji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/ECG/NH-8/P&P/5
	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 4+000 to Ch 5+000	DATE : JUNE 2007
			DRAWN (A) SURENDRA · CHECKED (B) RAJESH GUPTA · DESIGNED (C) E DATAL · APPROVED (D)

PLAN & PROFILE
DESCRIPTION OF REVISIONS
DETAILS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250



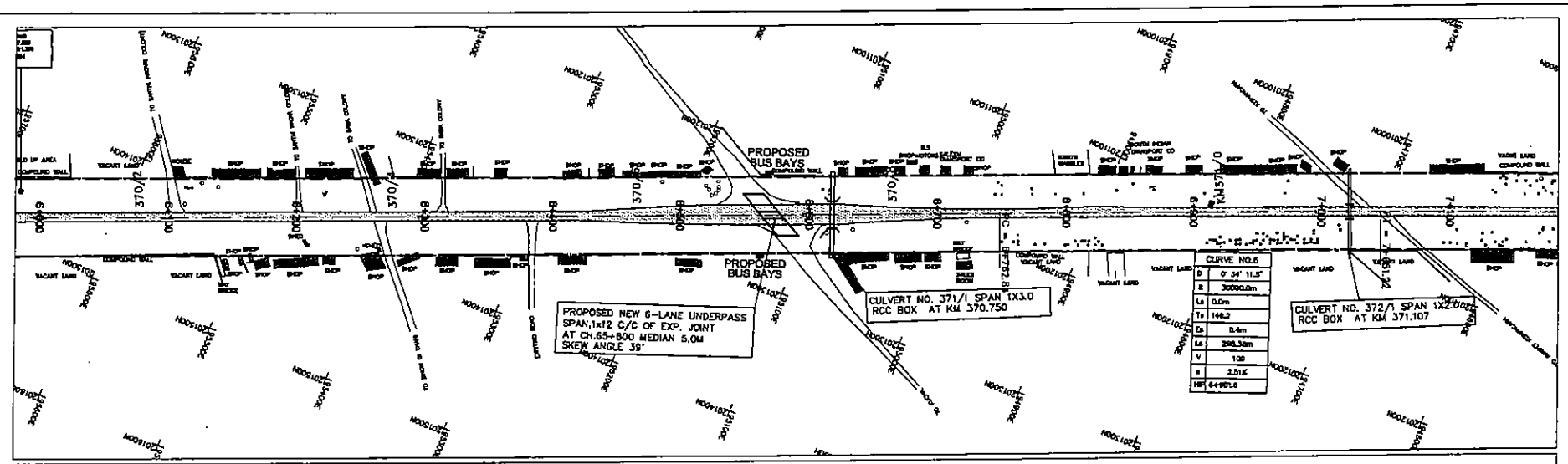


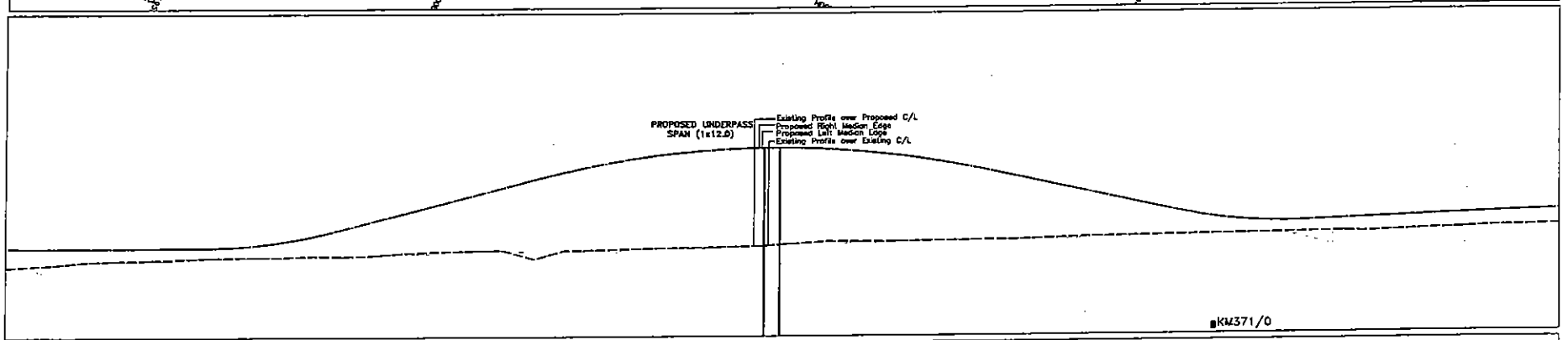


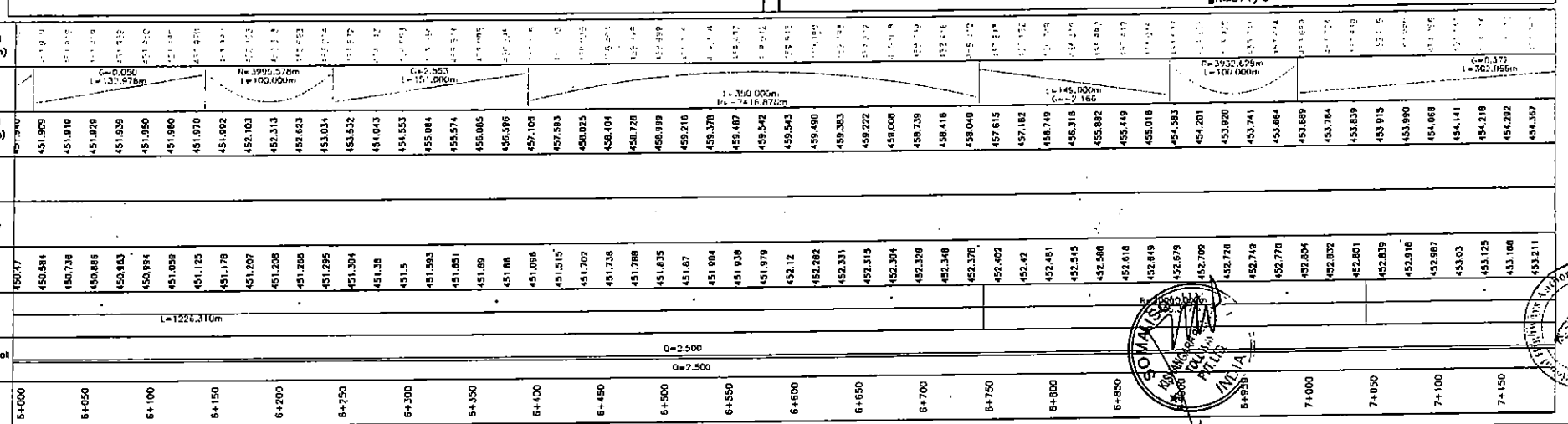
SOMA-ISOLUX
KISHANGARH-BEAWAR TOLL WAY PVT. LTD.
INDIA

566

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegdesign@vsnl.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 5+000 to Ch 6+000	DRAWING NO. NHAI/CCG/NH-8/P&P/8 DATE & SIGN 2007 DRAWN (A) RAJENDRA DESIGNED (C) RAJEEV GUPTA APPROVED (D) R DAYAL REV E

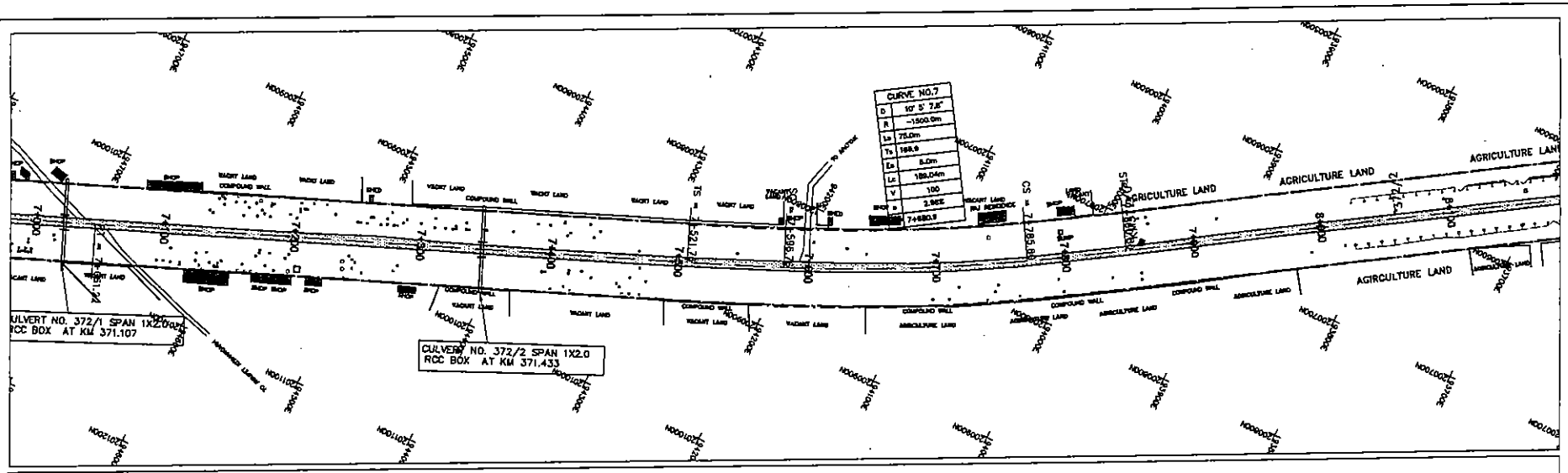

PROPOSED BUS BAYS
PROPOSED BUS BAYS
PROPOSED NEW 6-LANE UNDERPASS SPAN,1x12 C/C OF EXP. JOINT AT CH.65+800 MEDIAN 5.0M SKEW ANGLE 39°
CULVERT NO. 371/1 SPAN 1X3.0 RCC BOX AT KM 370.750
CULVERT NO. 372/1 SPAN 1X2.0 RCC BOX AT KM 371.107
CURVE NO.6
D 0° 34' 11.5"
R 30000.0m
Ls 0.0m
Ts 146.2
Es 0.4m
Ls 290.36m
V 100
e 2.5%
NP 6+907.6
BEAWAR
JSHANGARH

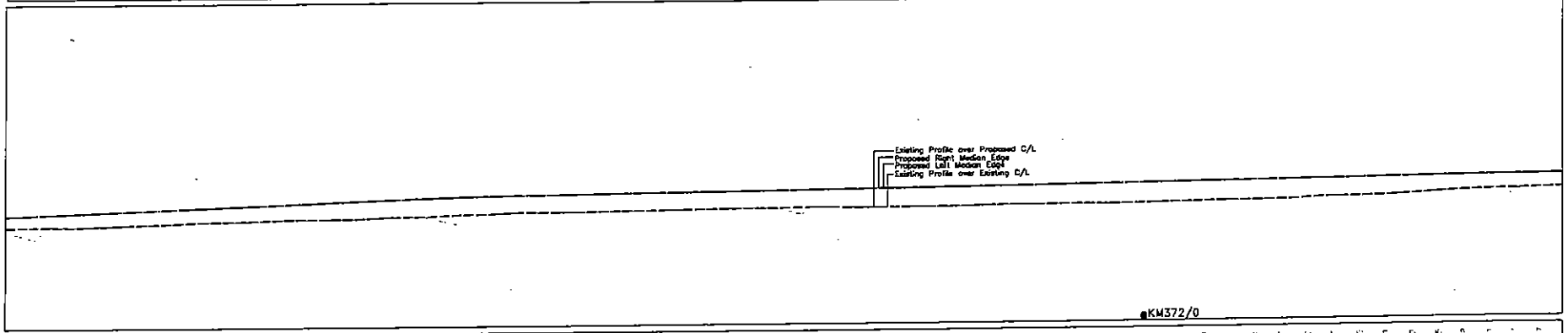

PROPOSED UNDERPASS SPAN (1x12.0)
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
KM371/0

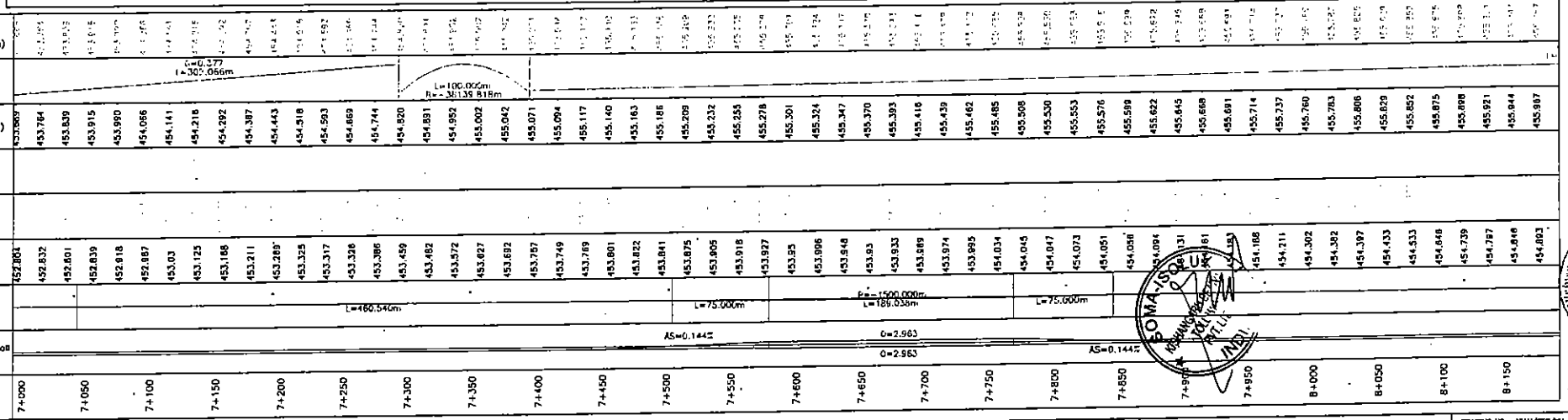

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R=3995.578m
L=100.000m
G=2.353
L=151.000m
L=350.000m
R=-7416.878m
L=145.000m
G=-2.165
R=3930.629m
L=100.000m
G=0.375
L=302.956m
L=1226.310m
G=2.500
G=2.500



| | | |







FOMA-ISO QUALITY
KISHANGARH TOLLWAY PVT. LTD.
INDIA

PLAN & PROFILE
DESCRIPTION OF REVISIONS | INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

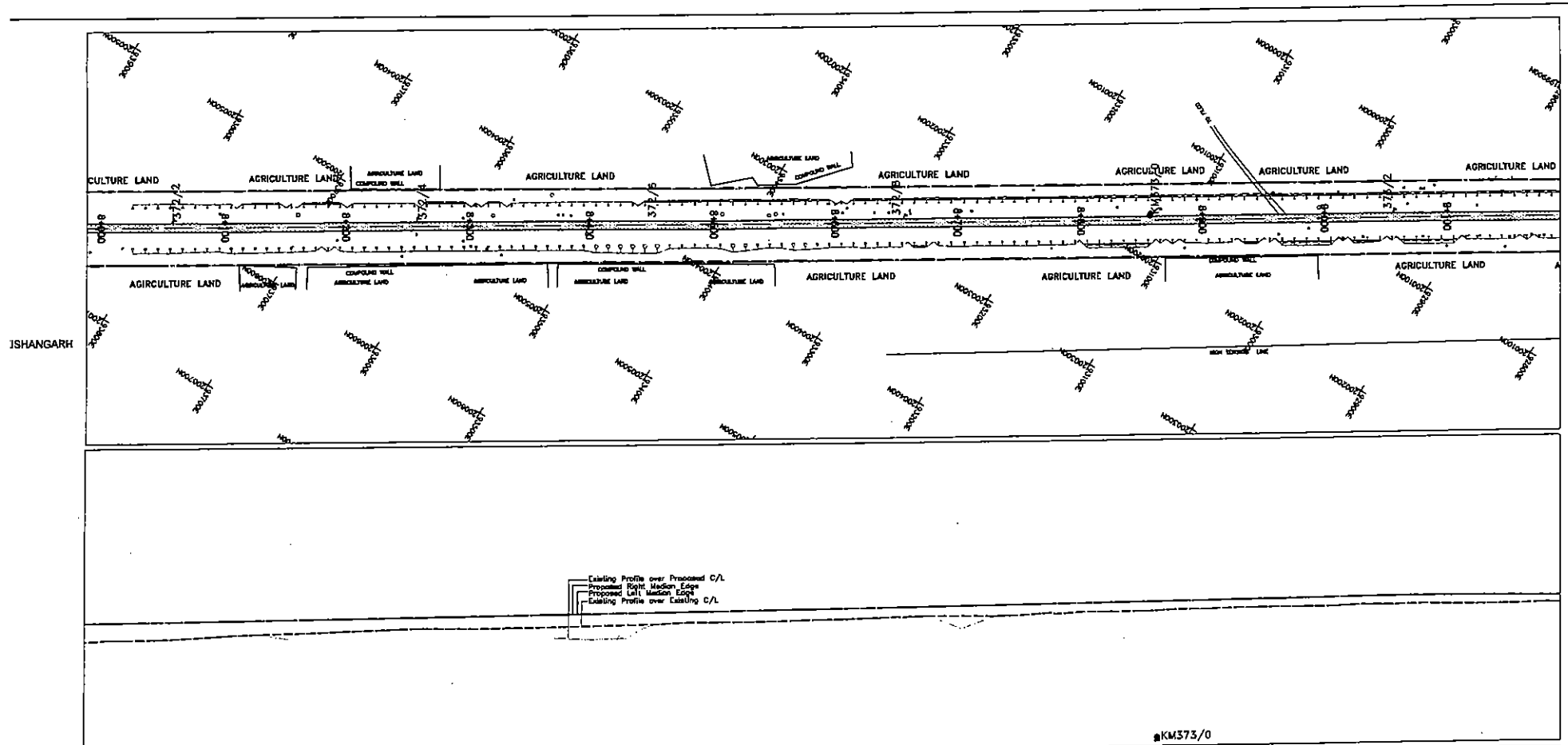
CONSULTING ENGINEERS GROUP LTD.
E-12,Moji Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520898, 2521899, 2520556
Fax: 2521899, E-Mail: ceg@cegindia.com

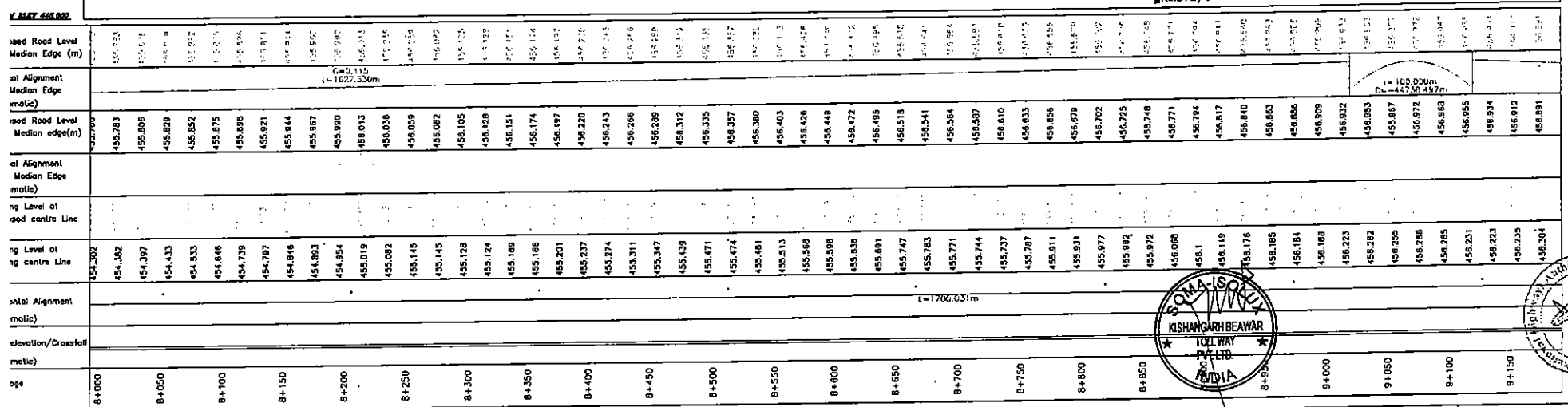
NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

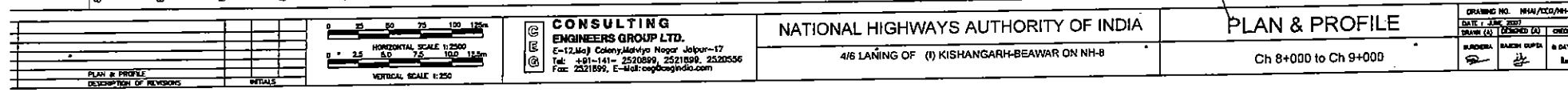
PLAN & PROFILE
Ch 7+000 to Ch 8+000

DRAWING NO. NHAI/CEG/NH-8/P&P/8
DATE : JUNE, 2007
DRAWN (A) | DESIGNED (A) | CHECKED (C) | APPROVED (D)
SURENDRA | RAJESH GUPTA | R DATEL

REV
E







SOMA-ISOLUX
KISHANGARH BEAWAR TOLLWAY PVT. LTD.
INDIA

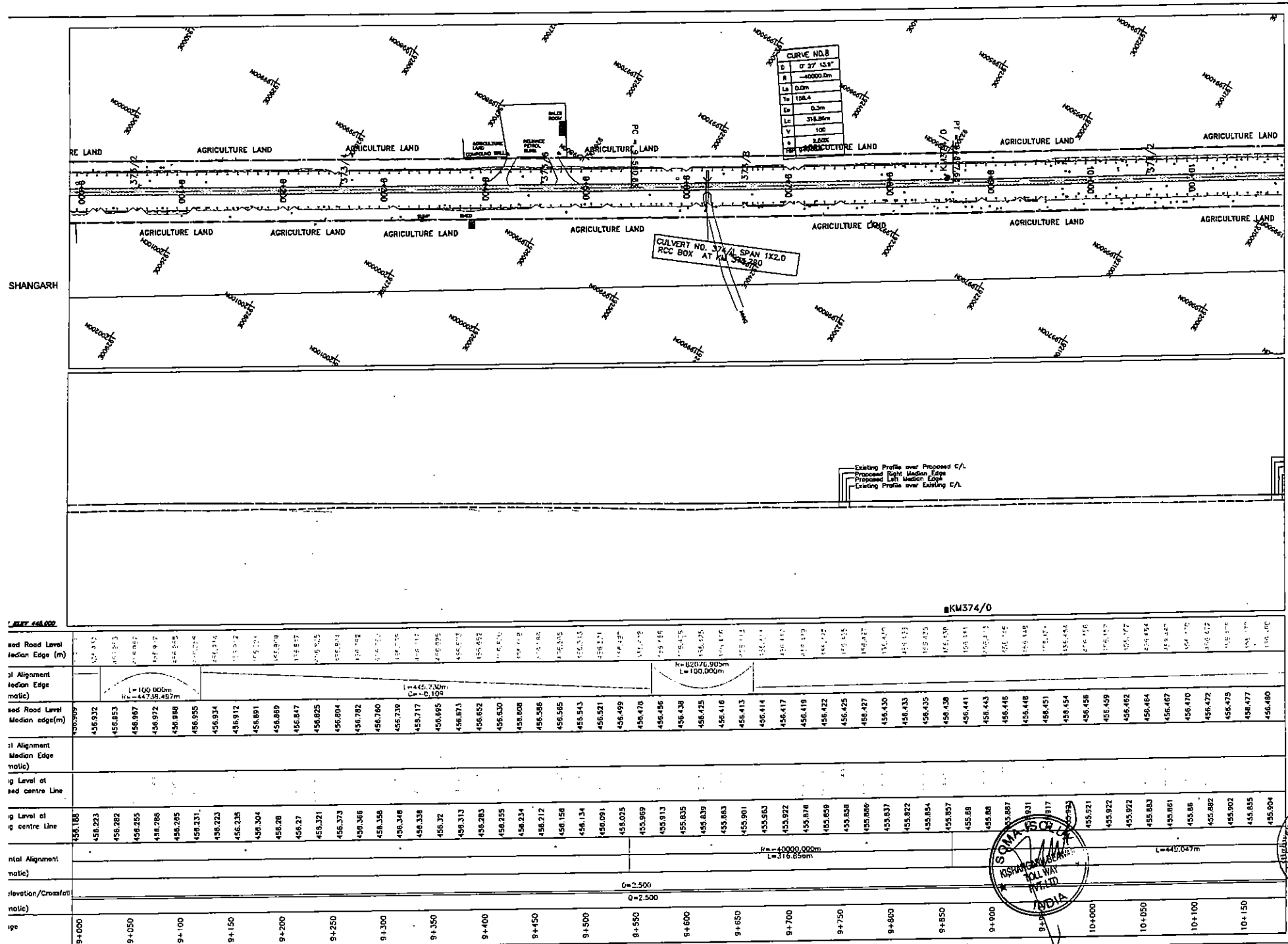
CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail:cegdcegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE
Ch 8+000 to Ch 9+000

DRAWING NO. NHAI/CCO/NH-8/P&P/8
DATE : JUNE 2007
DRAWN (A) BURDERA
DESIGNED (A) RAKESH GUPTA
CHECKED (C) & DAYAL
APPROVED (P)

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS
REV
E



CONSULTING ENGINEERS GROUP LTD.
B-12,Maji Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520895, 2521899, 2520556
Fax: 2521899, E-Mail:cegjp@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

Ch 9+000 to Ch 10+000

DRAWING NO. NHAI/CEG/NH-8/PNP/10
DATE : JUNE 2007
DRAWN (A) | DESIGNED (A) | CHECKED (C) | APPROVED (D)
SUNDERA | RAJEEV GUPTA | S GOYAL

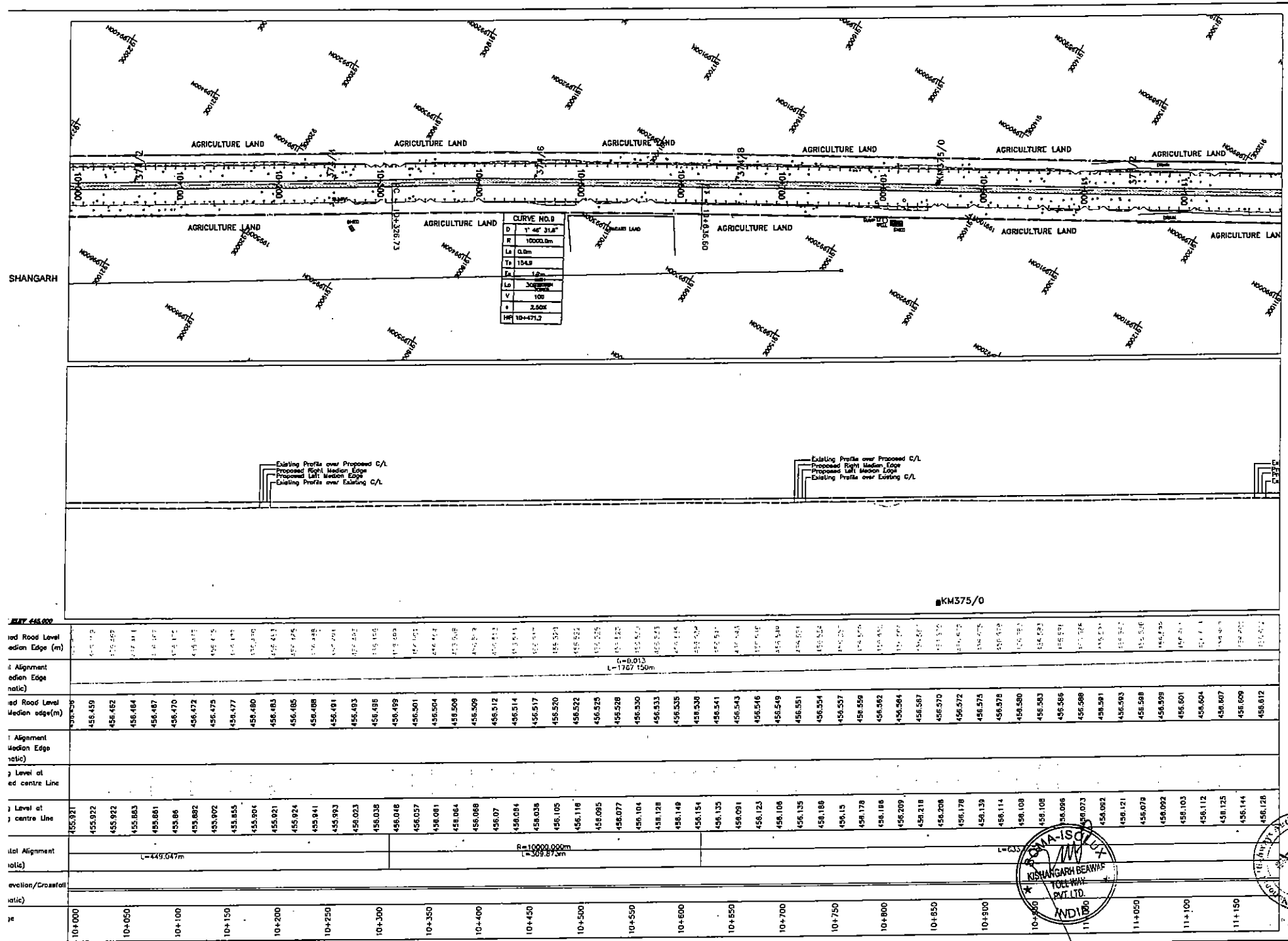
PLAN & PROFILE
DESCRIPTION OF REVISIONS | INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

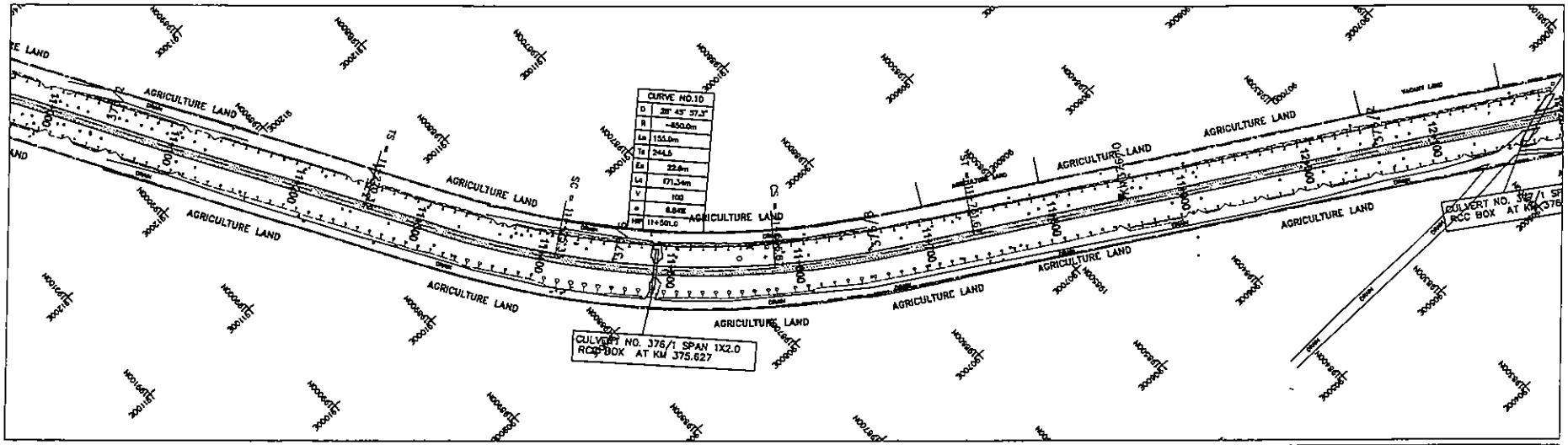
SOMA PSC (P) LTD. KISHANGARH TOLL WAY PVT. LTD. INDIA

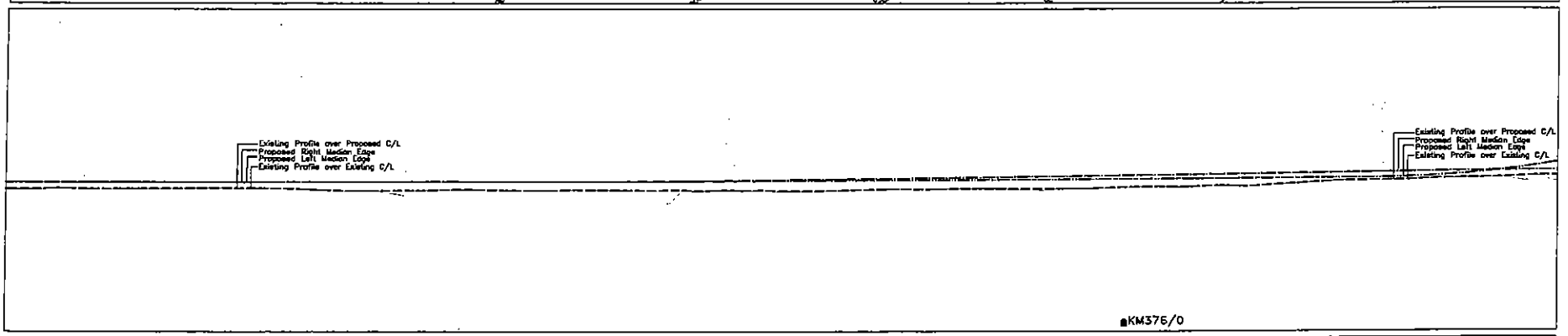
National Highways Authority of India New Delhi

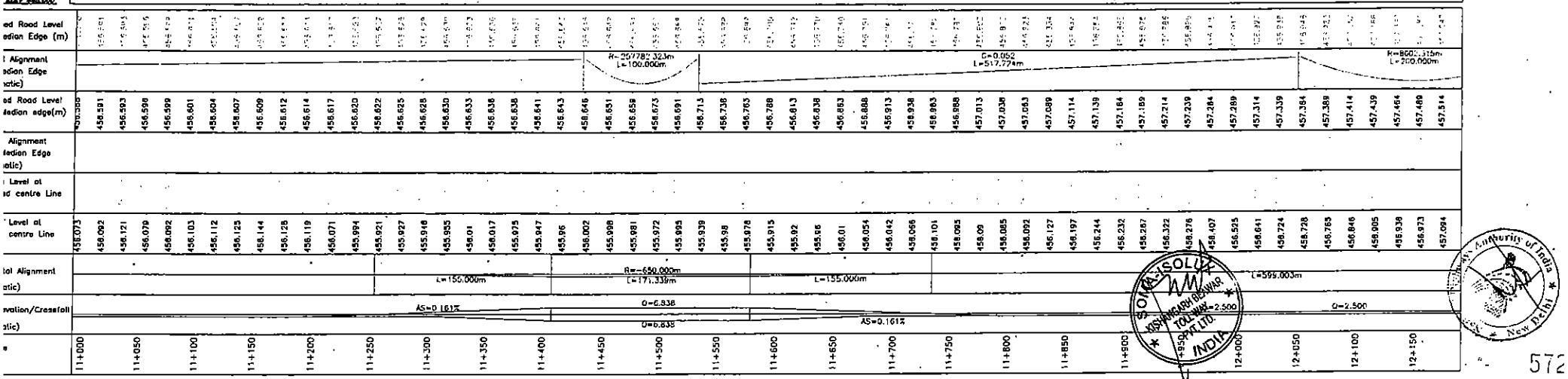
57


SHANGARH
BEAWAR
AGRICULTURE LAND
CURVE NO.8
D 1° 46' 31.8"
R 10000.0m
Ls 0.0m
Ts 154.9
Ex 1.2m
Lc 309.87m
V 100
e 2.50%
HP 10+471.2
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
KM375/0
i=0.013
L=1767.150m
R=10000.000m
L=309.87.3m

| | | |







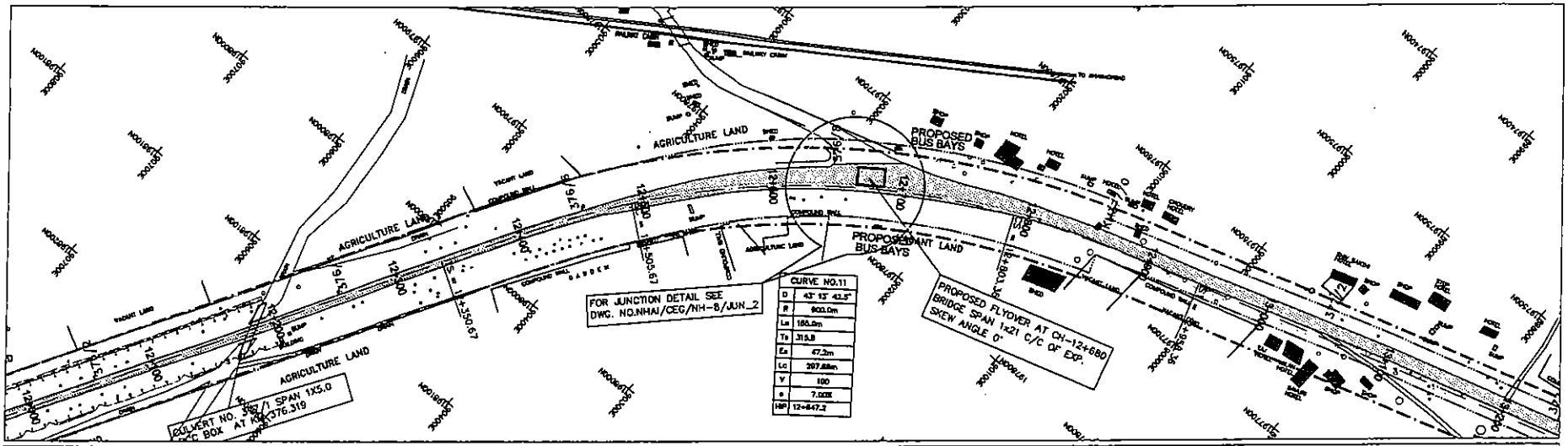
SONA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

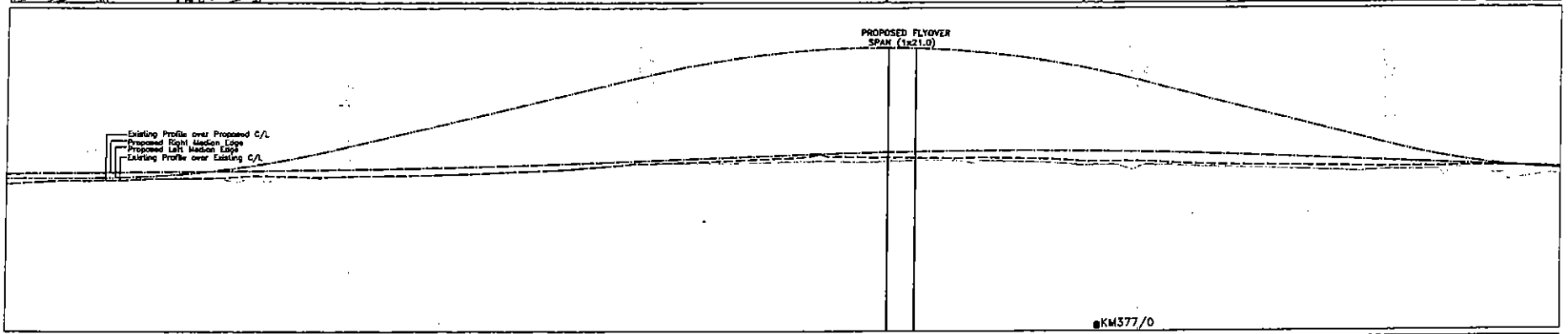
National Highways Authority of India New Delhi

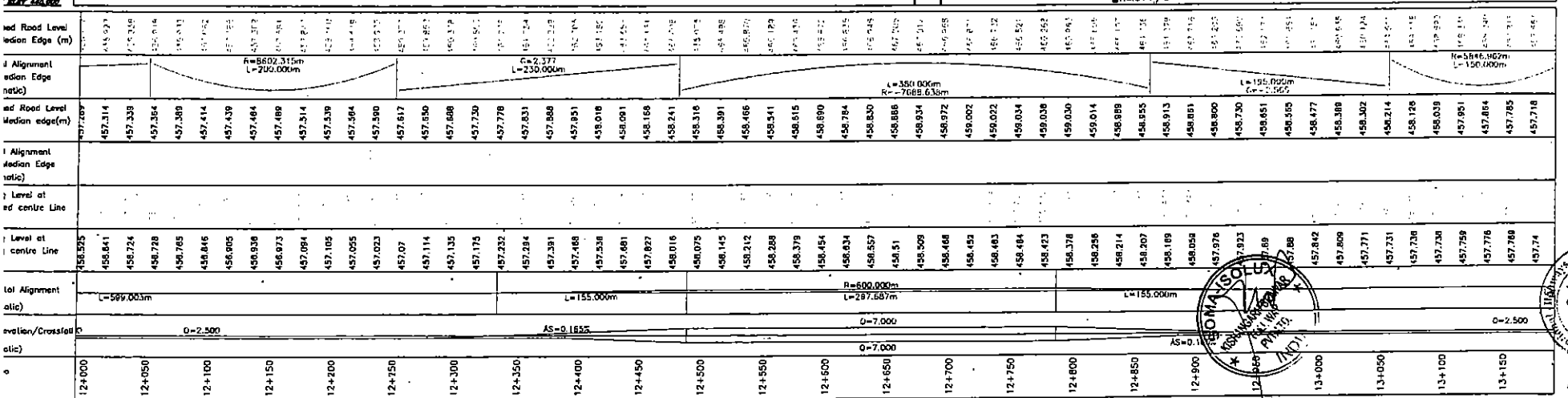
572

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 (0 25 50 75 100 125m; 0 2.5 5.0 7.5 10.0 12.5m) VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520099, 2521899, 2520556 Fax: 2521899, E-Mail: ceg@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/DDD/NH-8/P&P/12	REV
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 11+000 to Ch 12+000	DATE : JUNE 2007 DRAWN (A) SUNDERA DESIGNED (A) RAJESH GUPTA CHECKED (D) APPROVED (D)	E



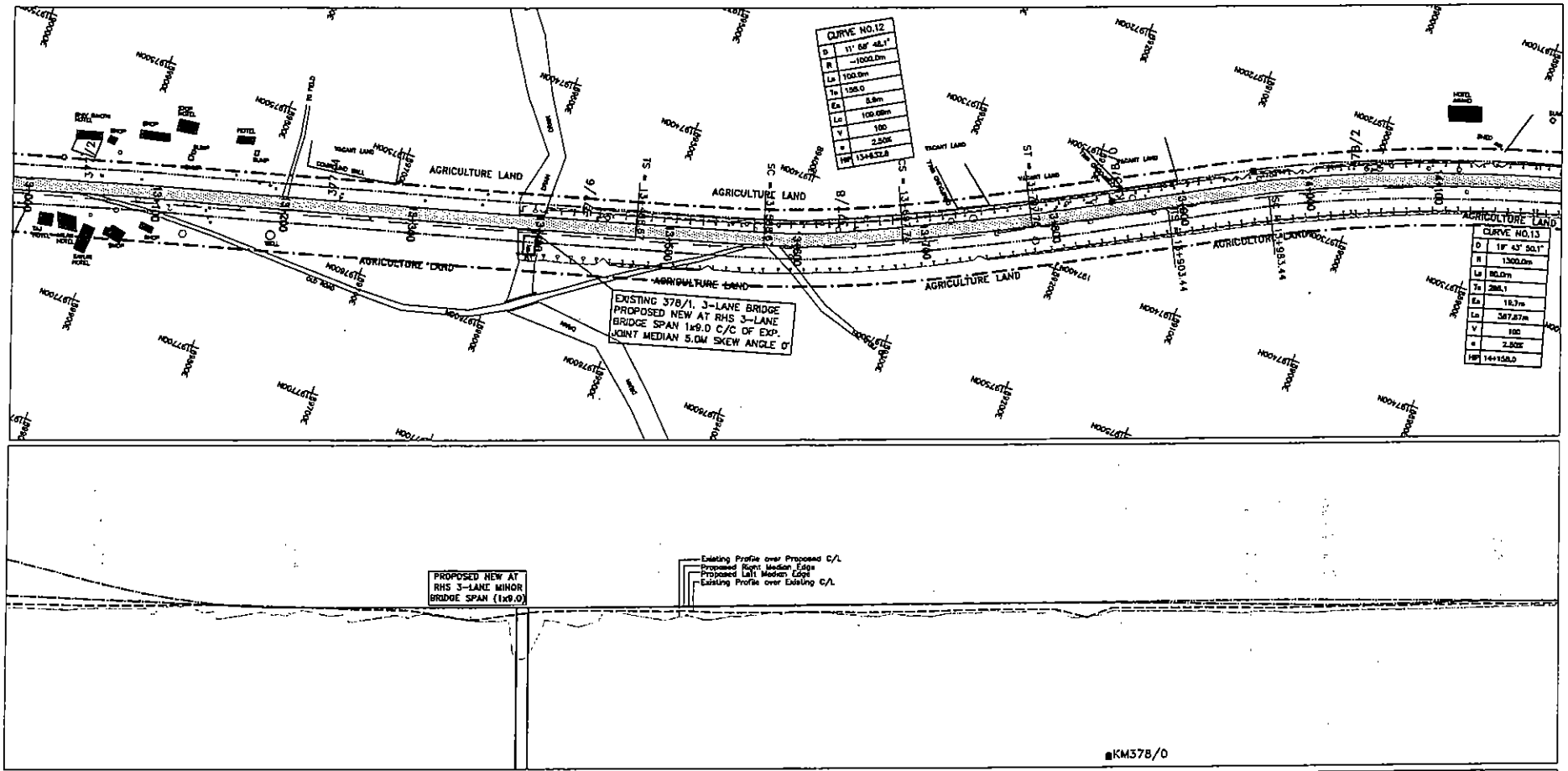


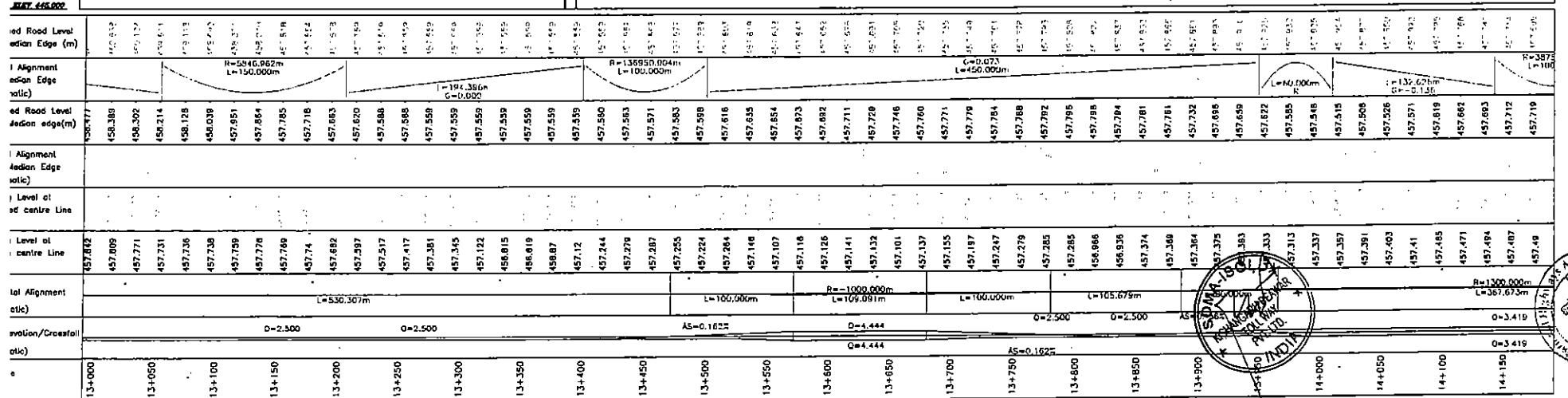


THOMAS GUPTA KISHANGARH RAJ. INDIA
Authority of India

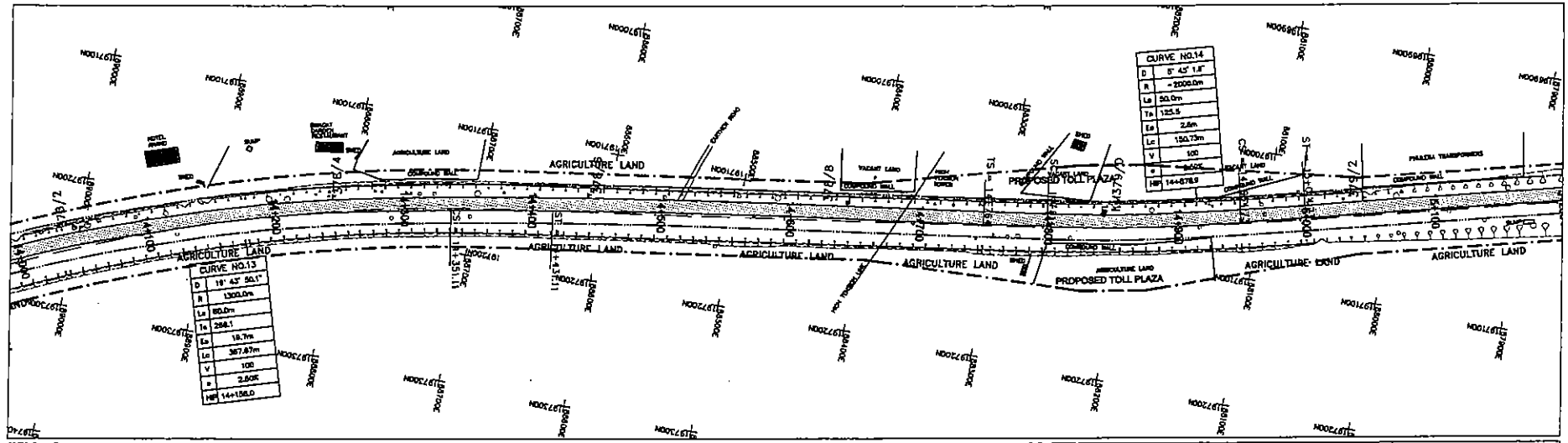
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/CEG/NH-8/PNP/13	REV
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 12+000 to Ch 13+000	DATE : JUNE 2007	E
		DRAWN (A) SUREKHA · DESIGNED (B) RAJEEV GUPTA · CHECKED (C) R DAYAL · APPROVED (D)	


ISHANGARH
BEAWAR
AGRICULTURE LAND
EXISTING 378/1, 3-LANE BRIDGE
PROPOSED NEW AT RHS 3-LANE
BRIDGE SPAN 1x9.0 C/C OF EXP.
JOINT MEDIAN 5.0M SKEW ANGLE 0°
CURVE NO.12
CURVE NO.13
PROPOSED NEW AT
RHS 3-LANE MINOR
BRIDGE SPAN (1x9.0)
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
KM378/0

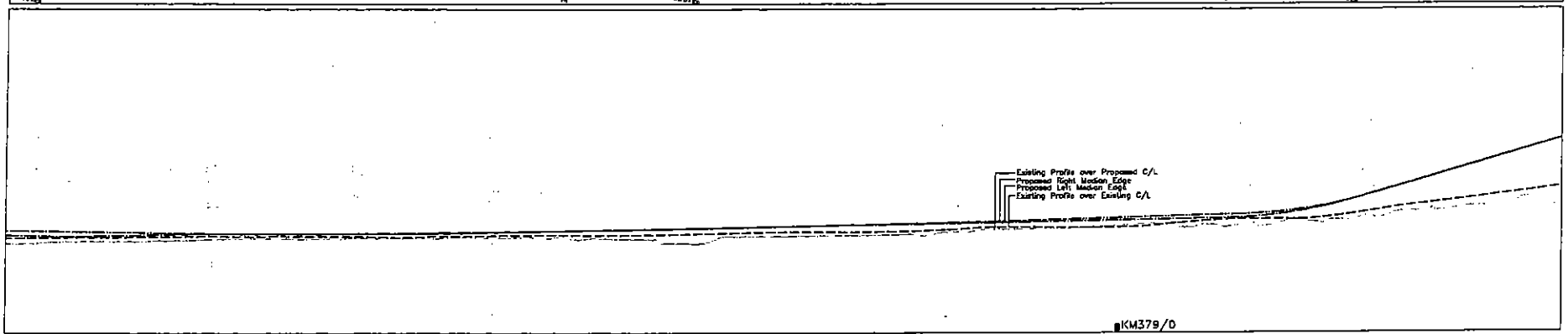

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L=150.000m
R=136950.004m
L=100.000m
G=0.073
L=450.000m
L=530.307m
L=100.000m
R=-1000.000m
L=109.091m
L=100.000m
L=105.679m
R=1300.000m
L=367.673m
S=2.500
AS=0.1625
S=4.444
S=3.419

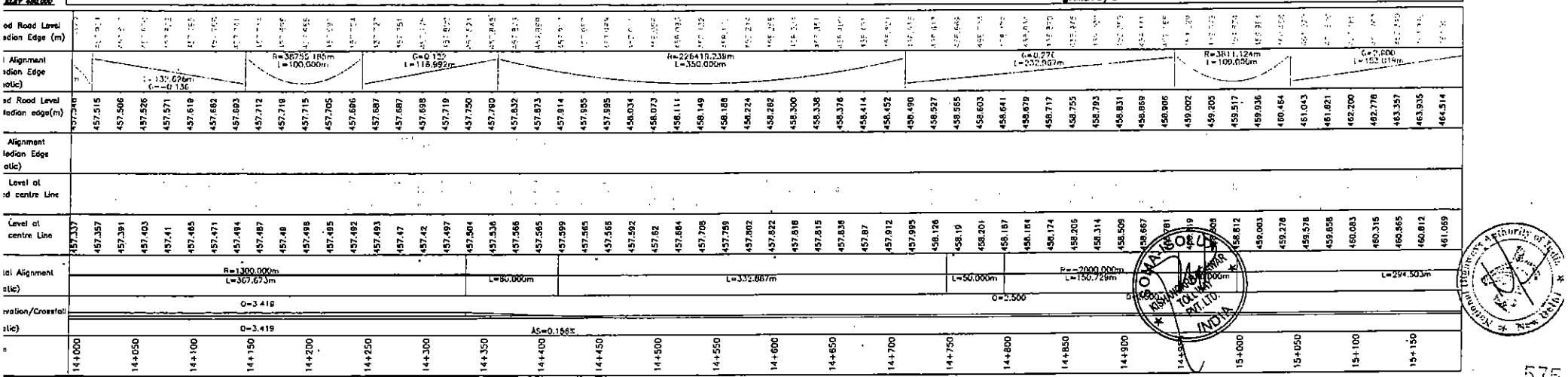
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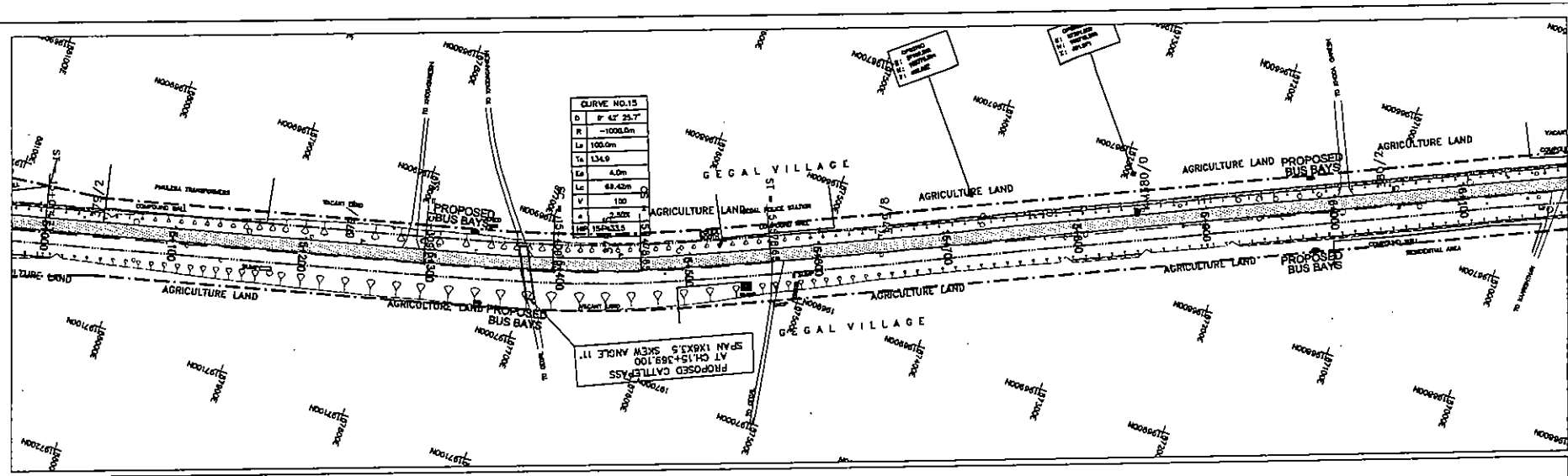
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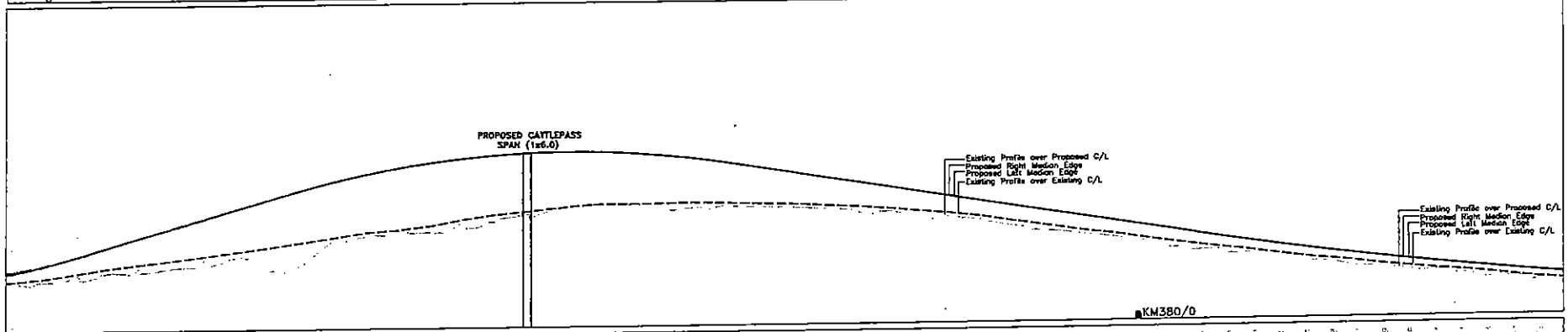
BEAWAR →

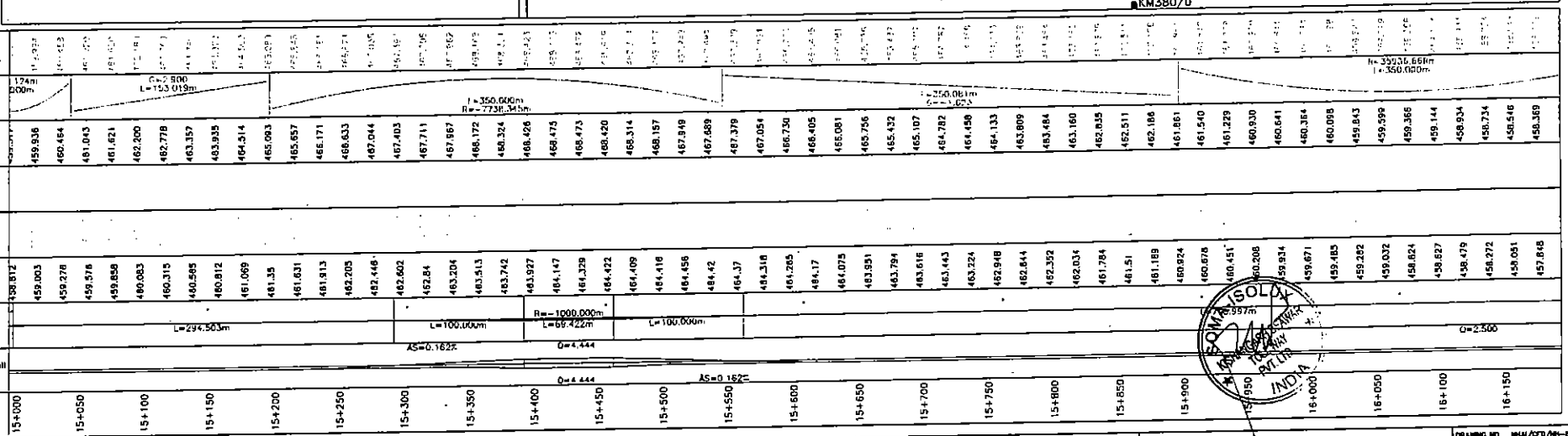




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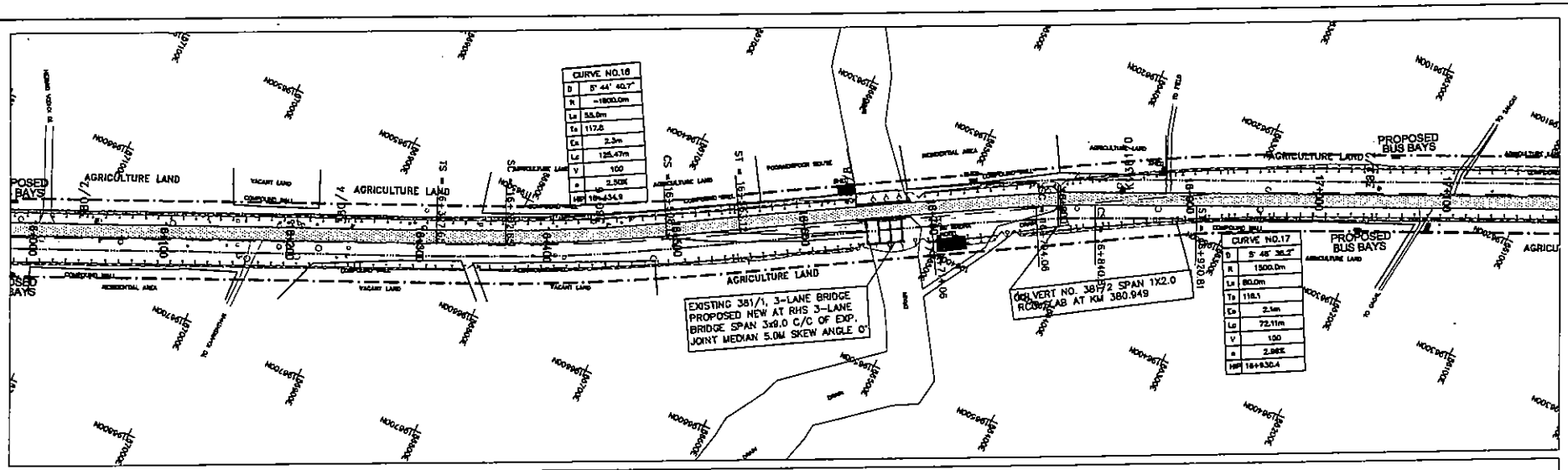


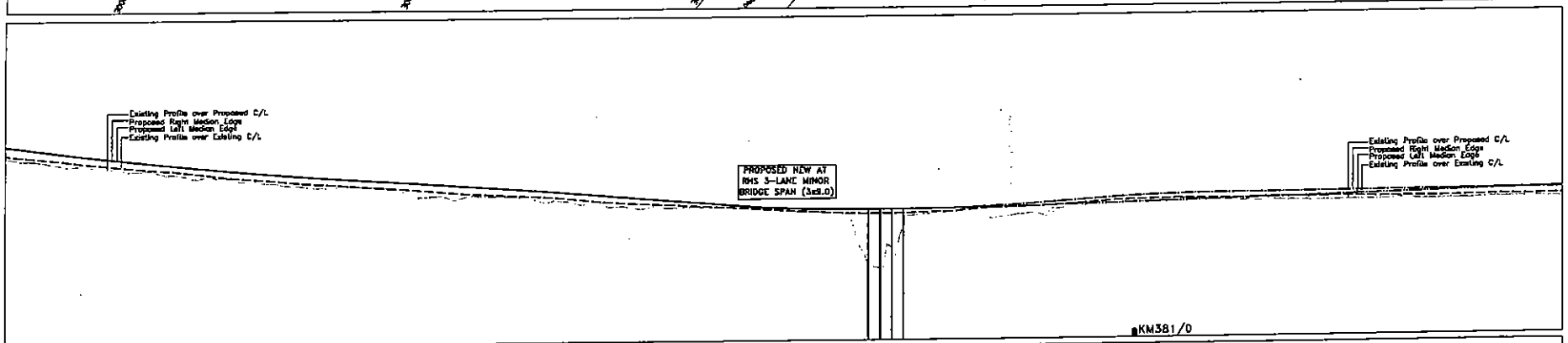


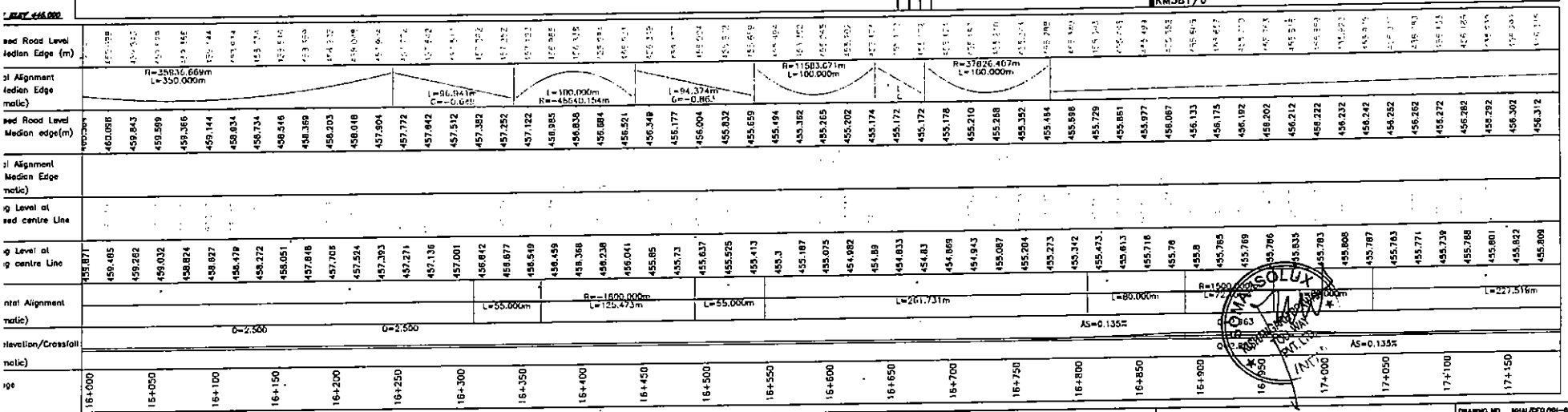
ROMA ISOLA
ROMA ISOLA S.r.l.
VIA DEL TRAFORO
ROMA
INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520699, 2521899, 2520556 Fax: 2521899, E-Mail:cegj@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/CCD/NH-8/P&P/A8
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 15+000 to Ch 16+000	DATE : JUNE 2007 DRAWN (A) SURDHRA DESIGNED (A) RAJESH GUPTA CHECKED (C) S DAVE APPROVED (D)







CONSULTING ENGINEERS GROUP LTD.
E-12,Moj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899. E-Mail:cegl@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

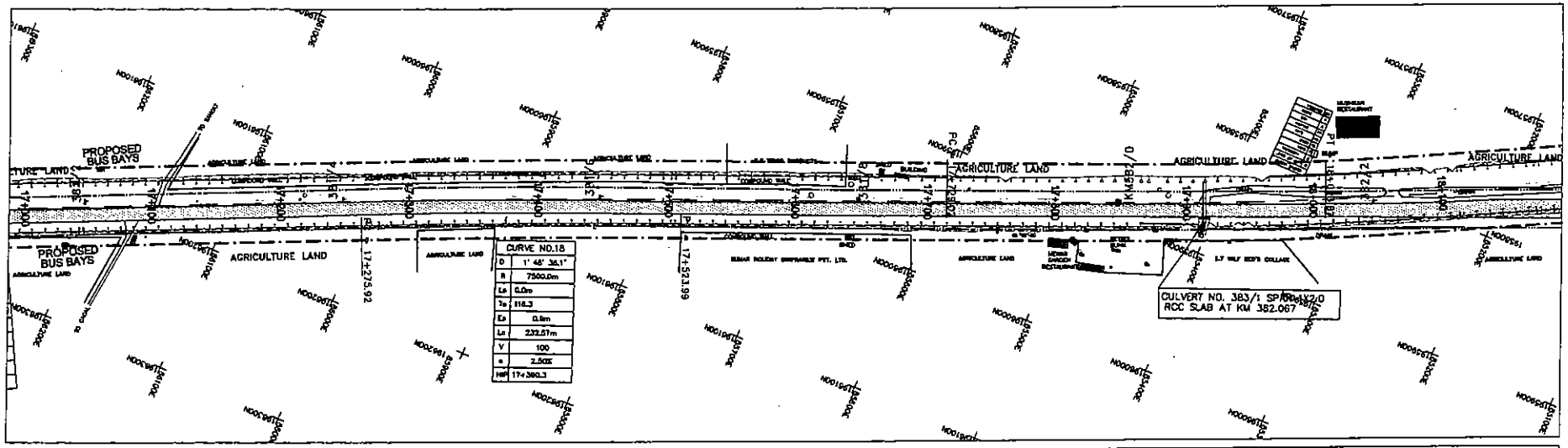
PLAN & PROFILE

Ch 16+000 to Ch 17+000

DRAWING NO. NHAI/CEG/NH-8/P&P/17
DATE : JUNE 2007
DESIGNED (A) BHARGAVA
CHECKED (C) RAJESH GUPTA
APPROVED (D) S DATEL

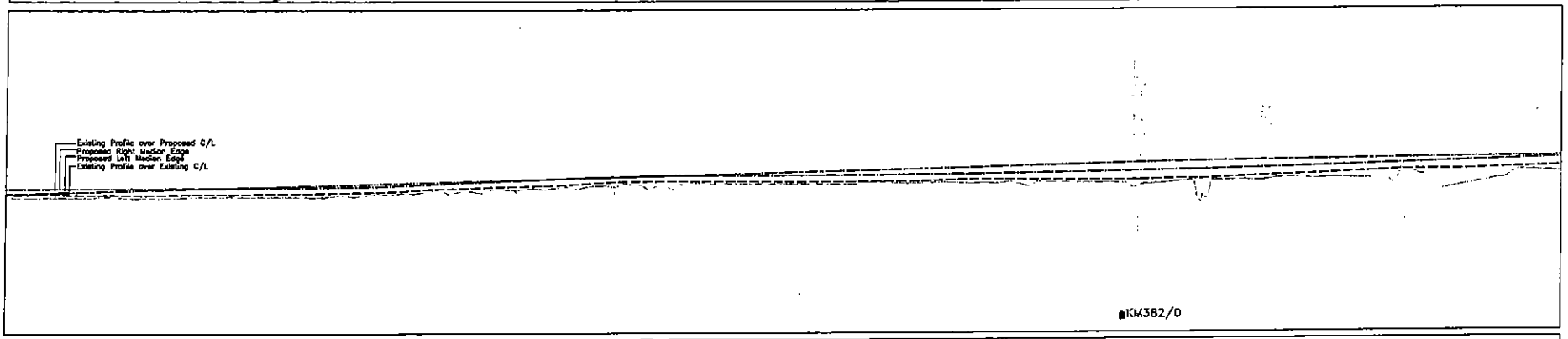
PLAN & PROFILE
DESCRIPTION OF REVISIONS

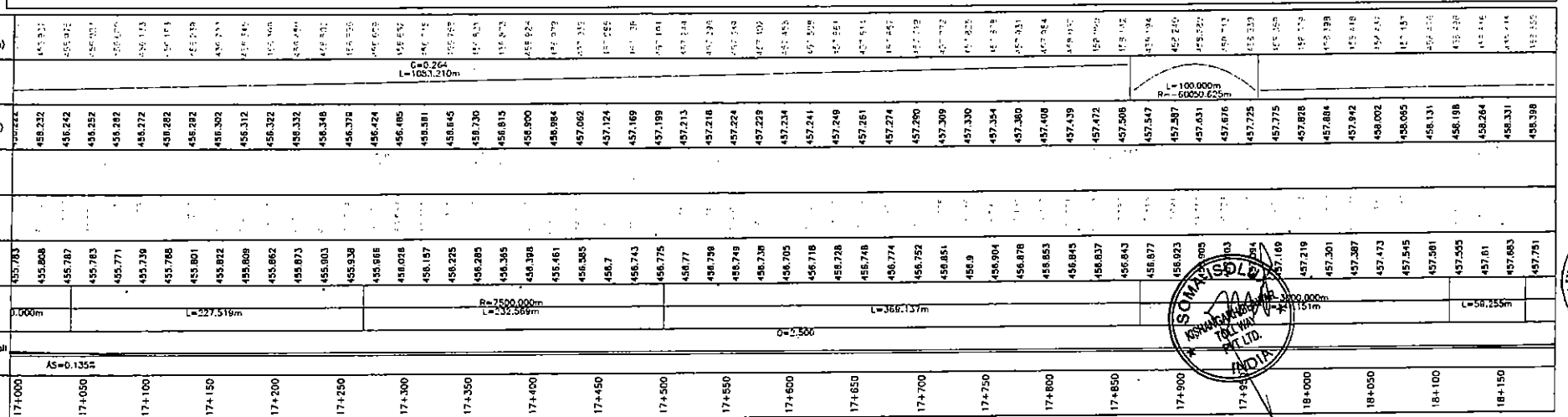
REV E



'SHANGARH

BEAWAR



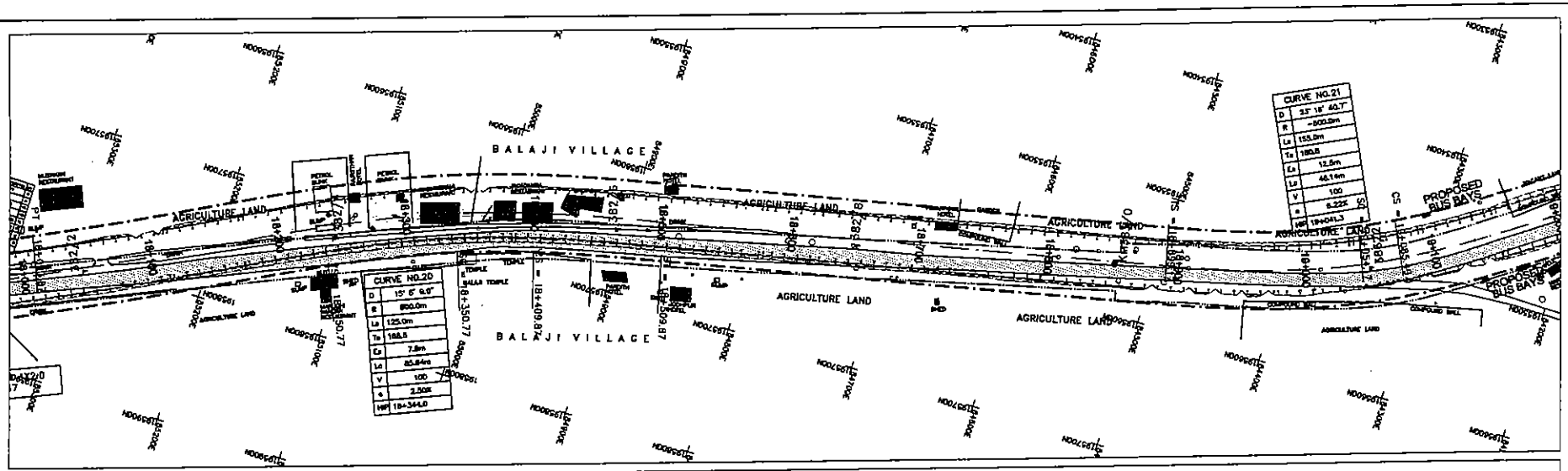


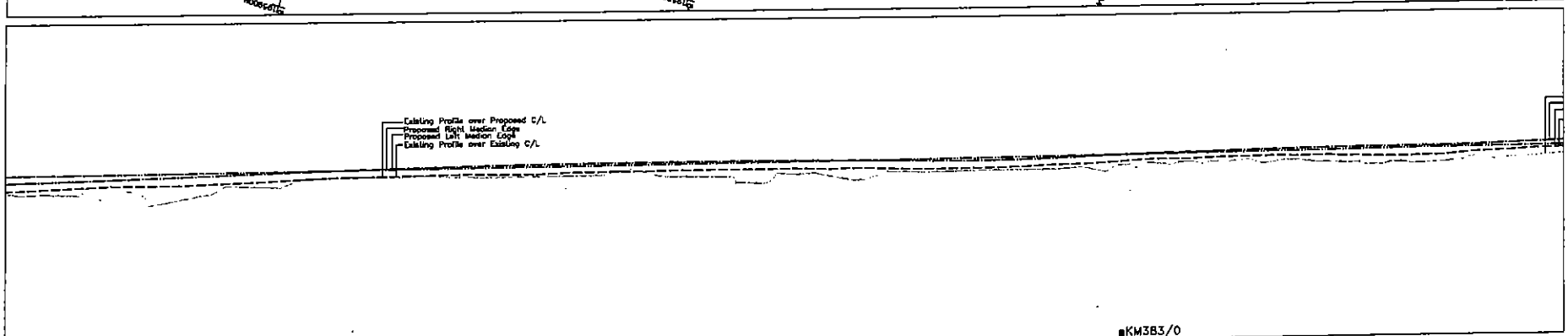
SOMA (SOLE) KISHANGARH TOLL WAY PVT. LTD. INDIA

National Highways Authority of India

573

			CONSULTING ENGINEERS GROUP LTD. E-12,Moti Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/XXII/NH-8/P&P/18 REV
PLAN & PROFILE				4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 17+000 to Ch 18+000	DATE : JUNE 2007 E
DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250				DRAWN (A) SURENDRA · DESIGNED (A) RAJESH GUPTA · CHECKED (C) · APPROVED (D)



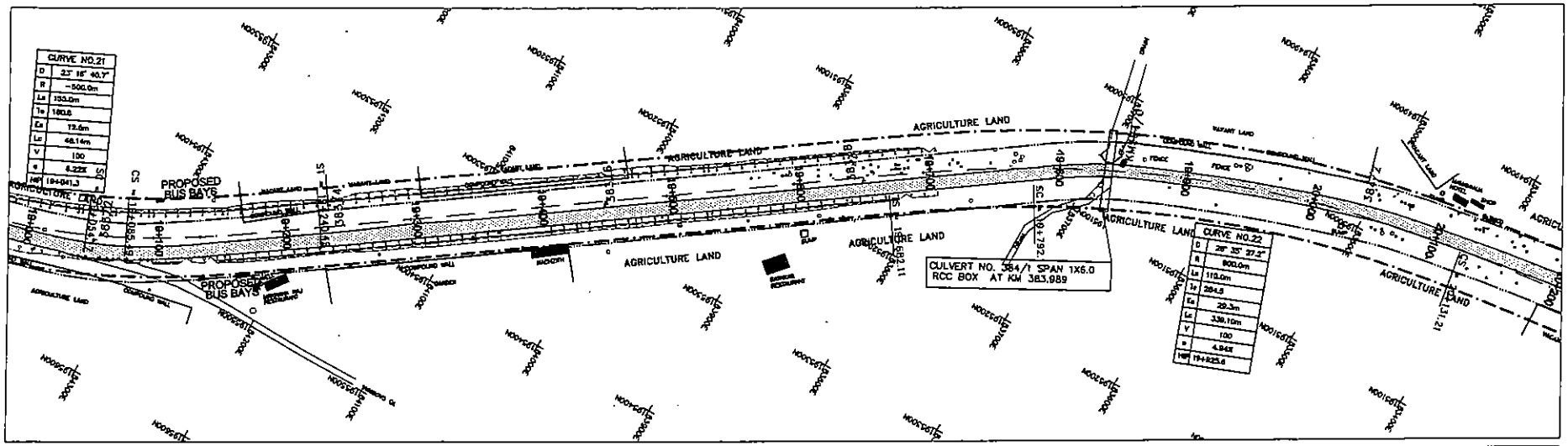


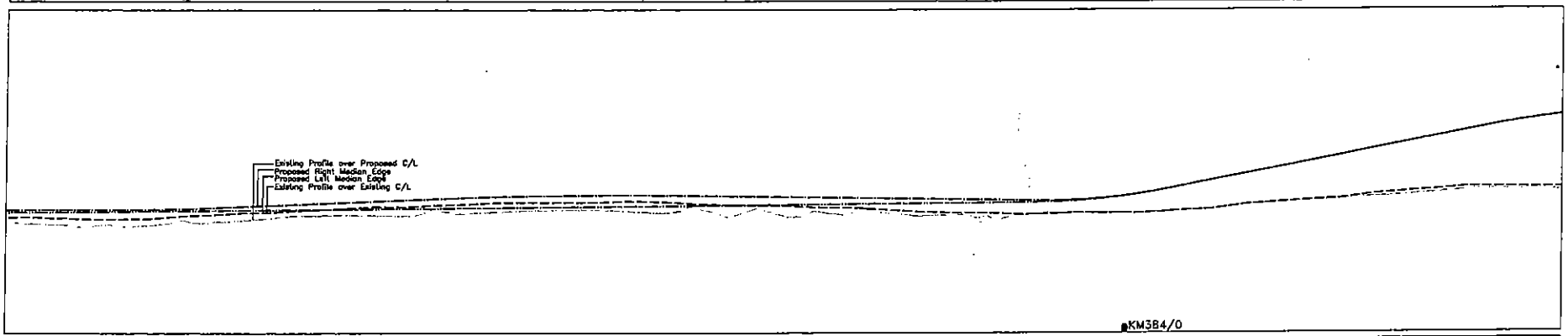
SOMA-ISOLUX PVT.LTD. INDIA

579

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 (0, 25, 50, 75, 100, 125m); VERTICAL SCALE 1:250 (0, 2.5, 5.0, 7.5, 10.0, 12.5m)	CONSULTING ENGINEERS GROUP LTD. E-12,Mes' Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegjaipur@vsnl.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/CEO/NH-8/PAP/19
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 18+000 to Ch 19+000	DATE : JUNE 2007
		DRAWN (A): SURENDRA; DESIGNED (A): RAJESH GUPTA; CHECKED (C): R BATRA; APPROVED (D):

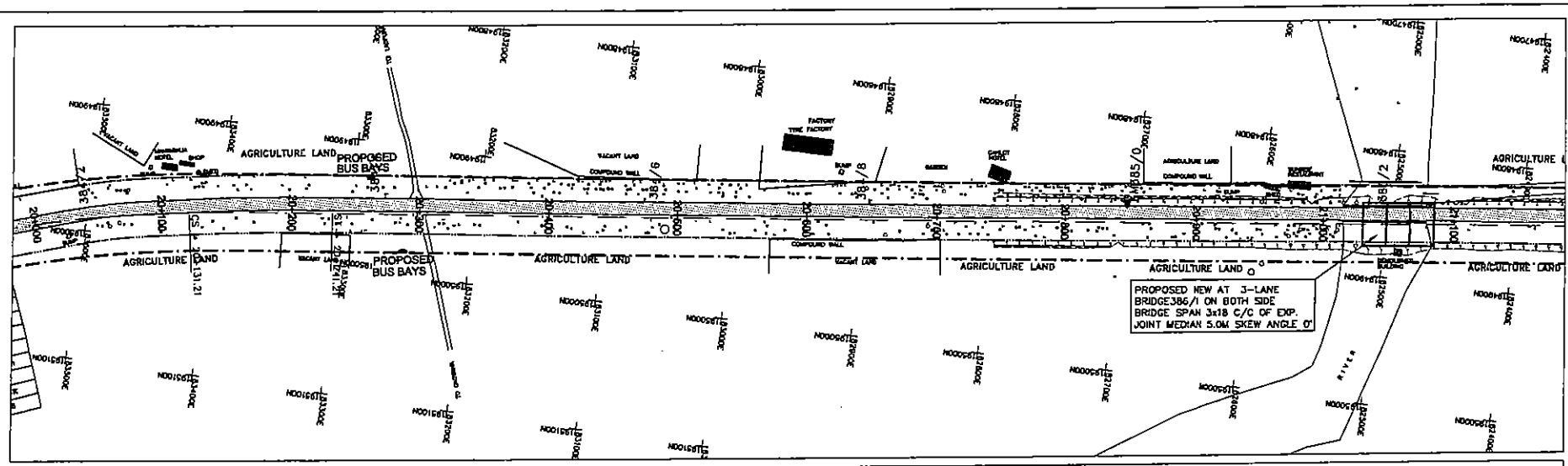


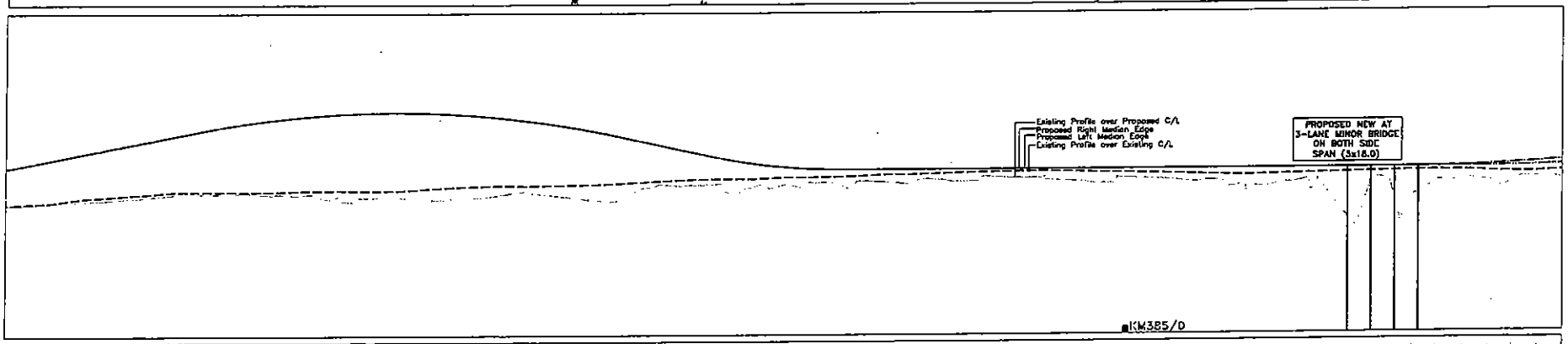


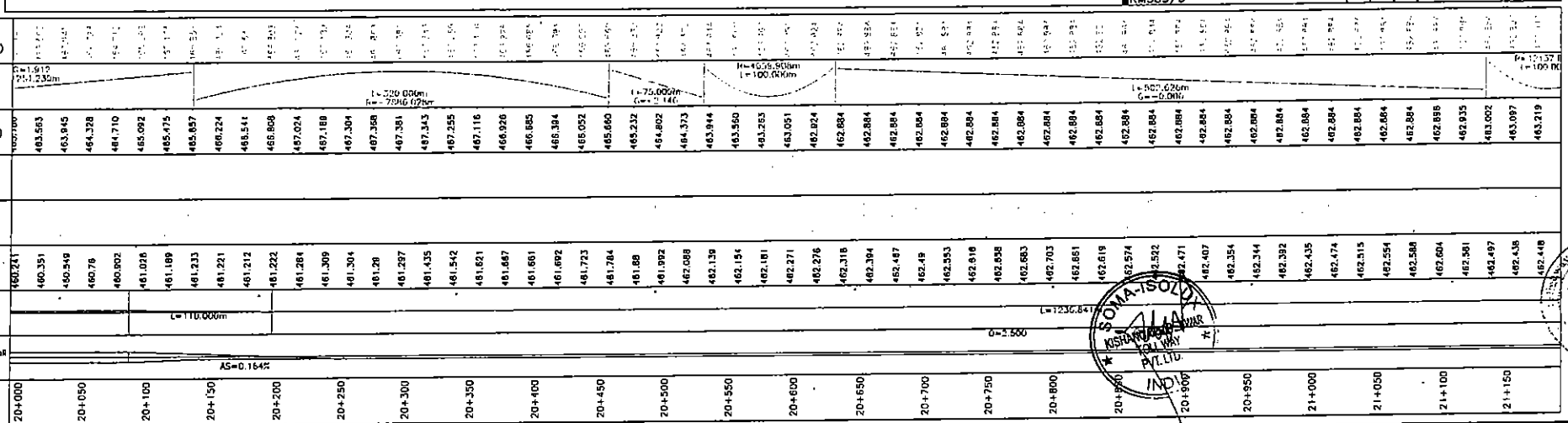
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 19+000 to Ch 20+000	DRAWING NO. NHAI/CEG/NH-8/P&P/20 DATE : JUNE 2007 DRAWN (A) SURENDRA DESIGNED (A) RAJEEV GUPTA CHECKED (C) S. DAYAL APPROVED (C)	REV E

SOMASOLVE PVT. LTD. INDIA

National Highways Authority of India New Delhi

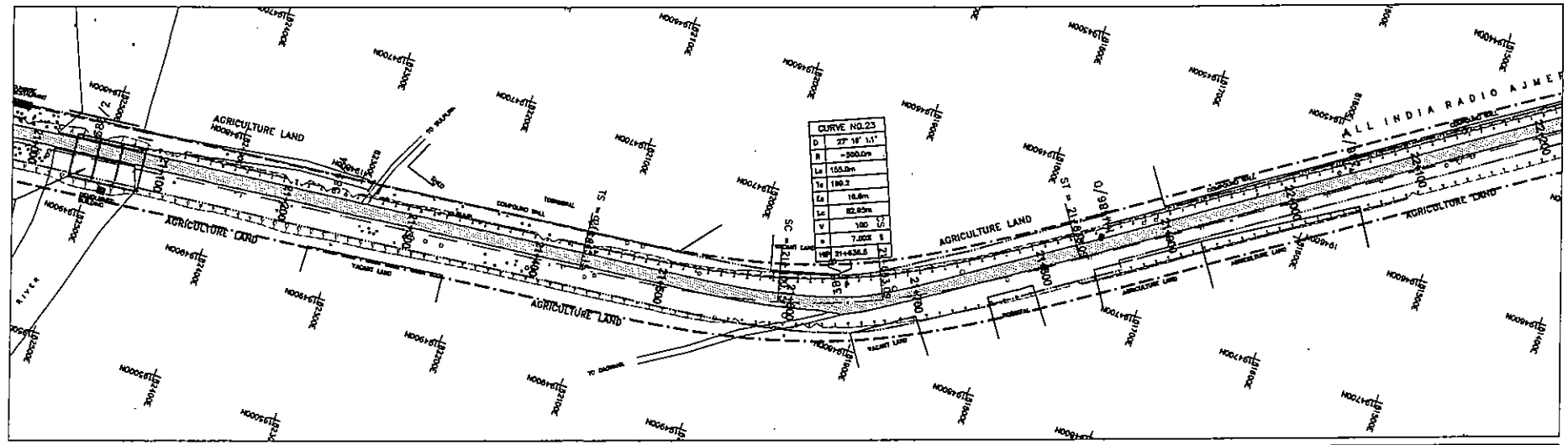


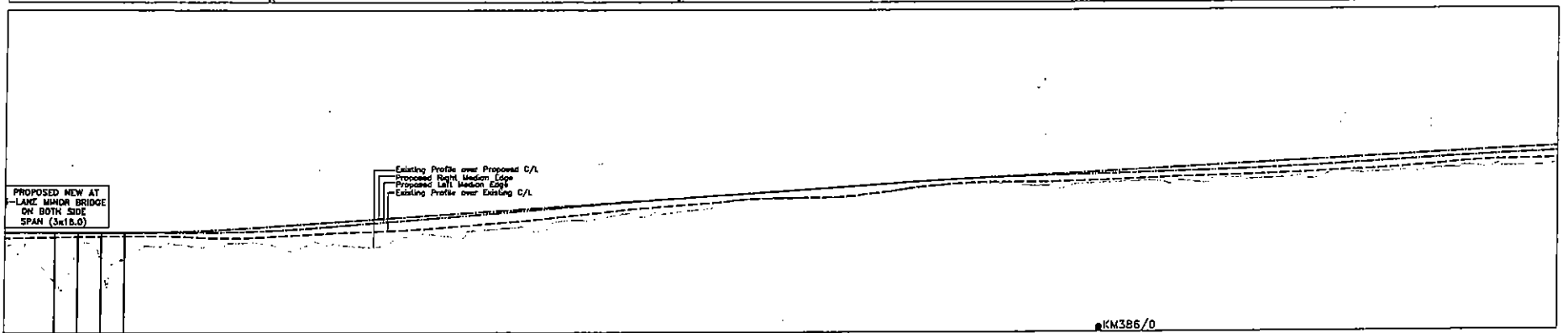


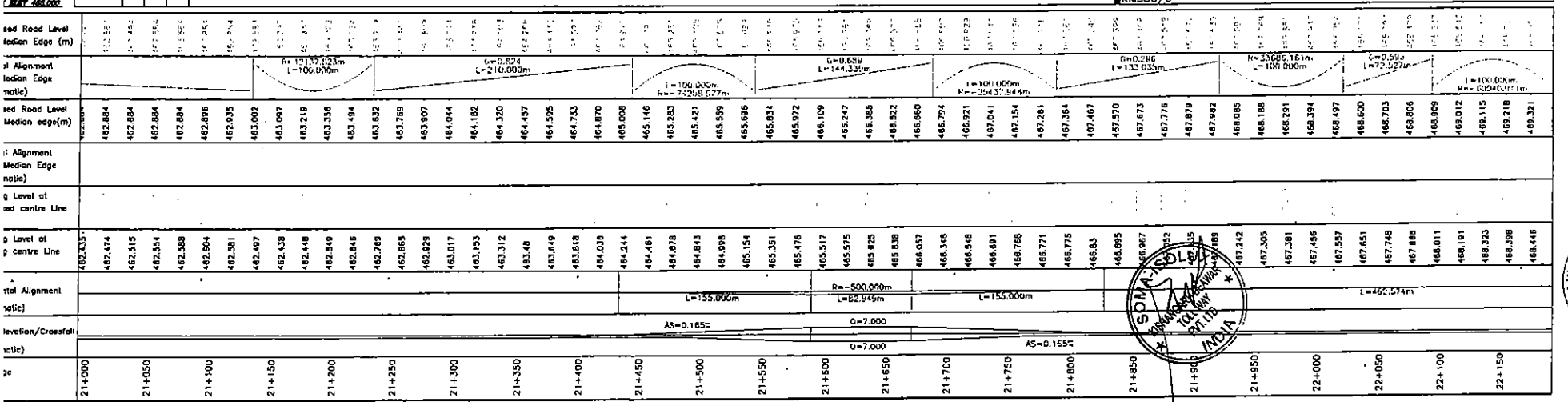


SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500, VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Moj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: ceg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/CEG/NH-8/P&P/21 DATE : JUNE 2007	REV
				4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 20+000 to Ch 21+000	DRAWN (A) SURENDRA; DESIGNED (A) RAJESH GUPTA; CHECKED (C) & DATE; APPROVED (D)	E



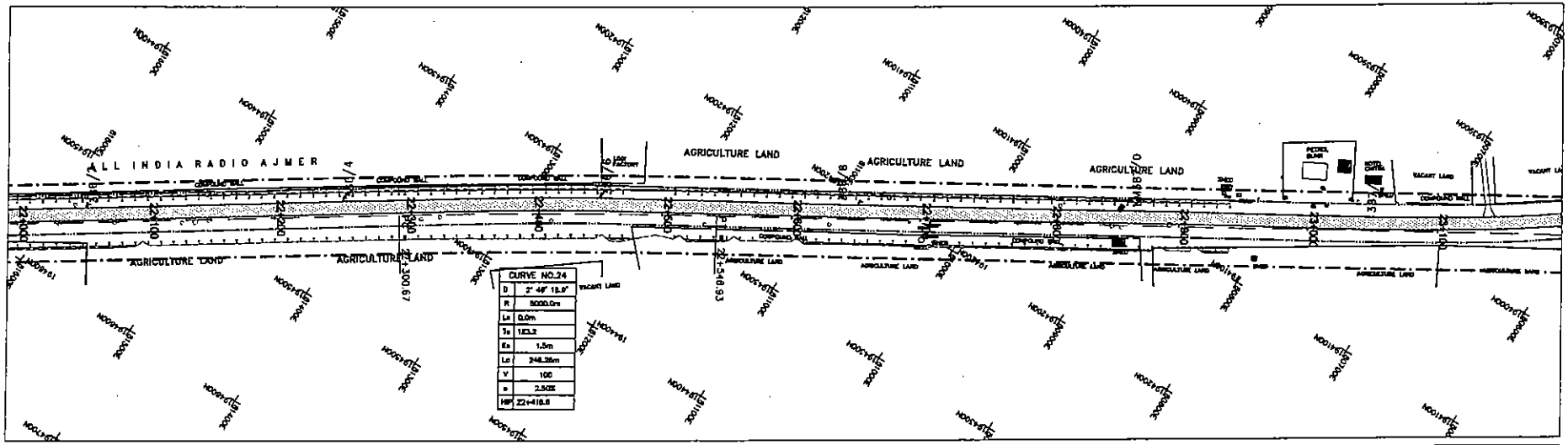


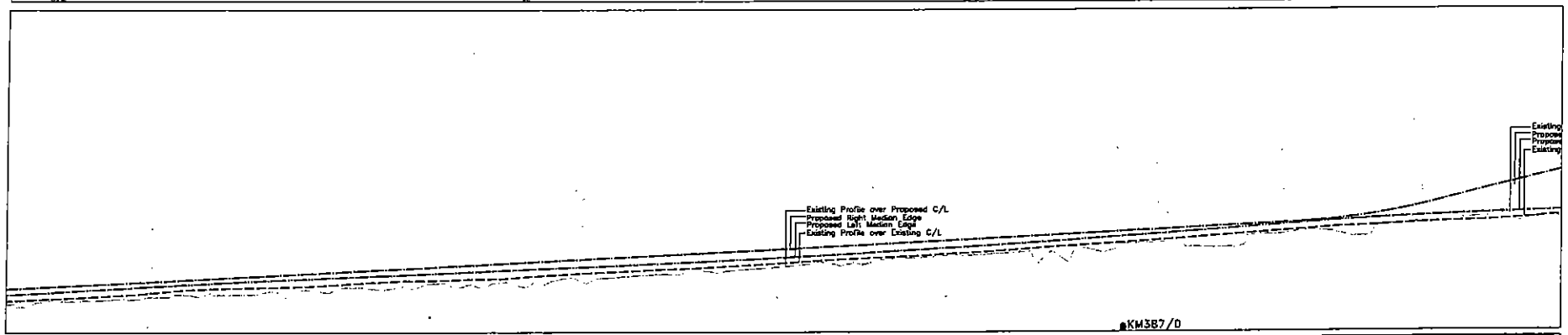


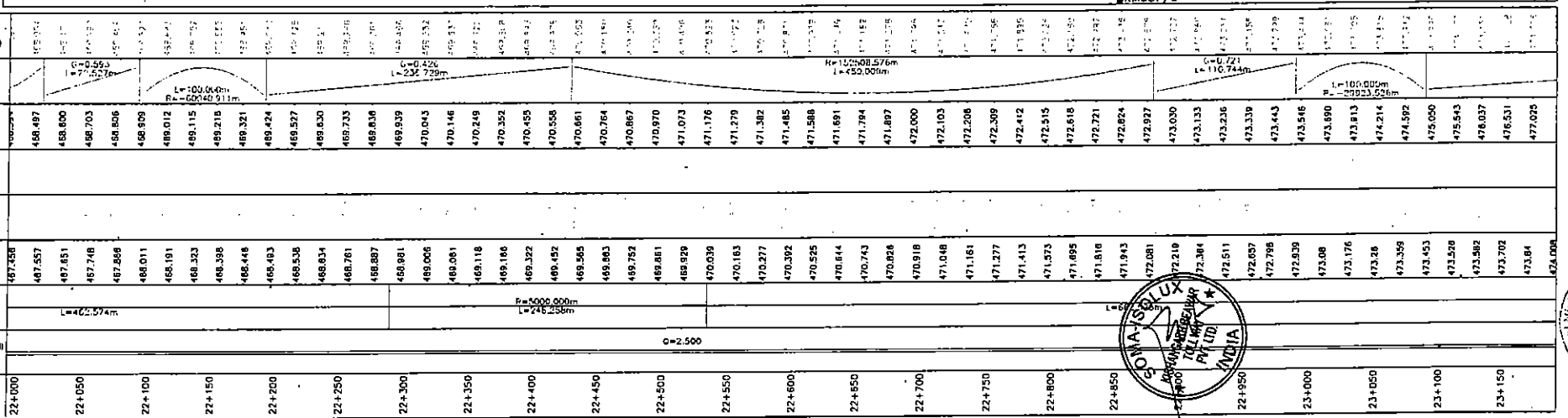
SOMA-GDL JV
KISHANGARH-BEAWAR TOLL WAY PVT. LTD.
INDIA

National Highways Authority of India
New Delhi

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SOMA-ISOLUX BHARATGARH BEAWAR TOLL WAY PVT. LTD. INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Raj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520699, 2521899, 2520556 Fax: 2521899, E-Mail:cegj@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

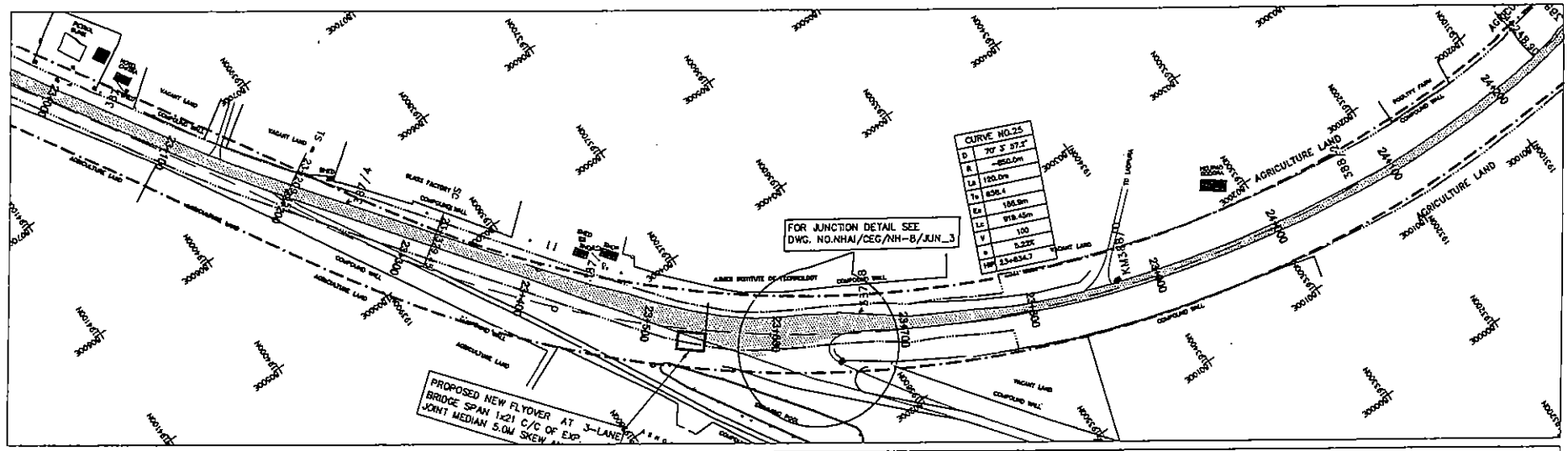
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

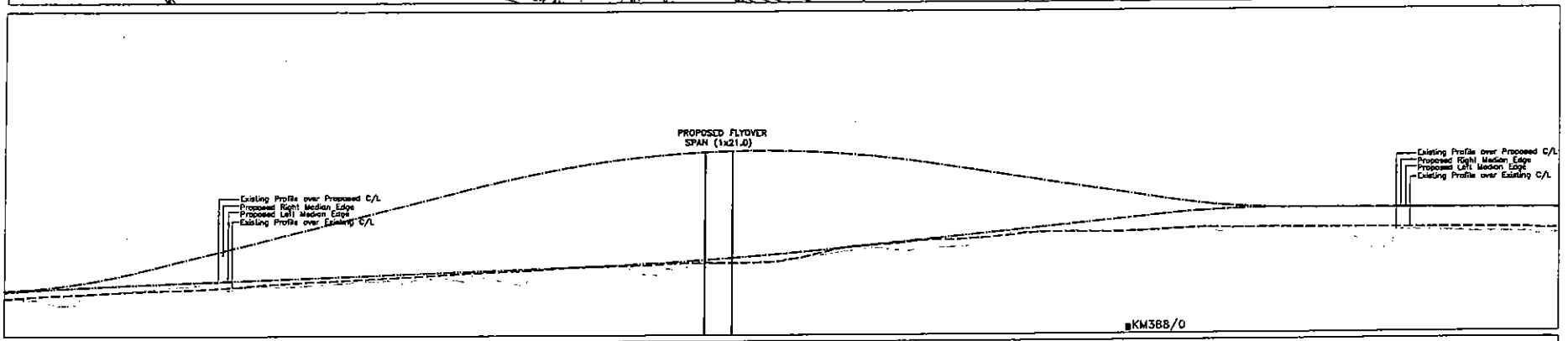
PLAN & PROFILE

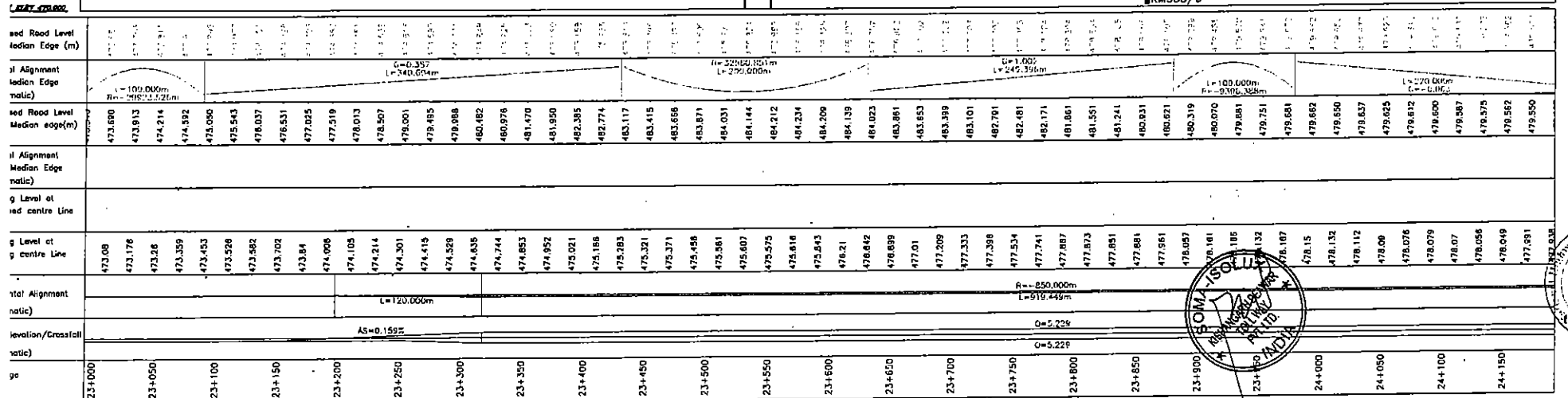
Ch 22+000 to Ch 23+000

DRAWING NO. NHAI/DEC/NH-8/P&P/23			REV
DATE : JUNE 2007 DRAWN (A)	DESIGNED (A)	CHECKED (C)	APPROVED (D)
SURENDRA	RAJEEV GUPTA	S. DATE	E

National Highways Authority of India







SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD. INDIA

CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: ceg@cegindia.com

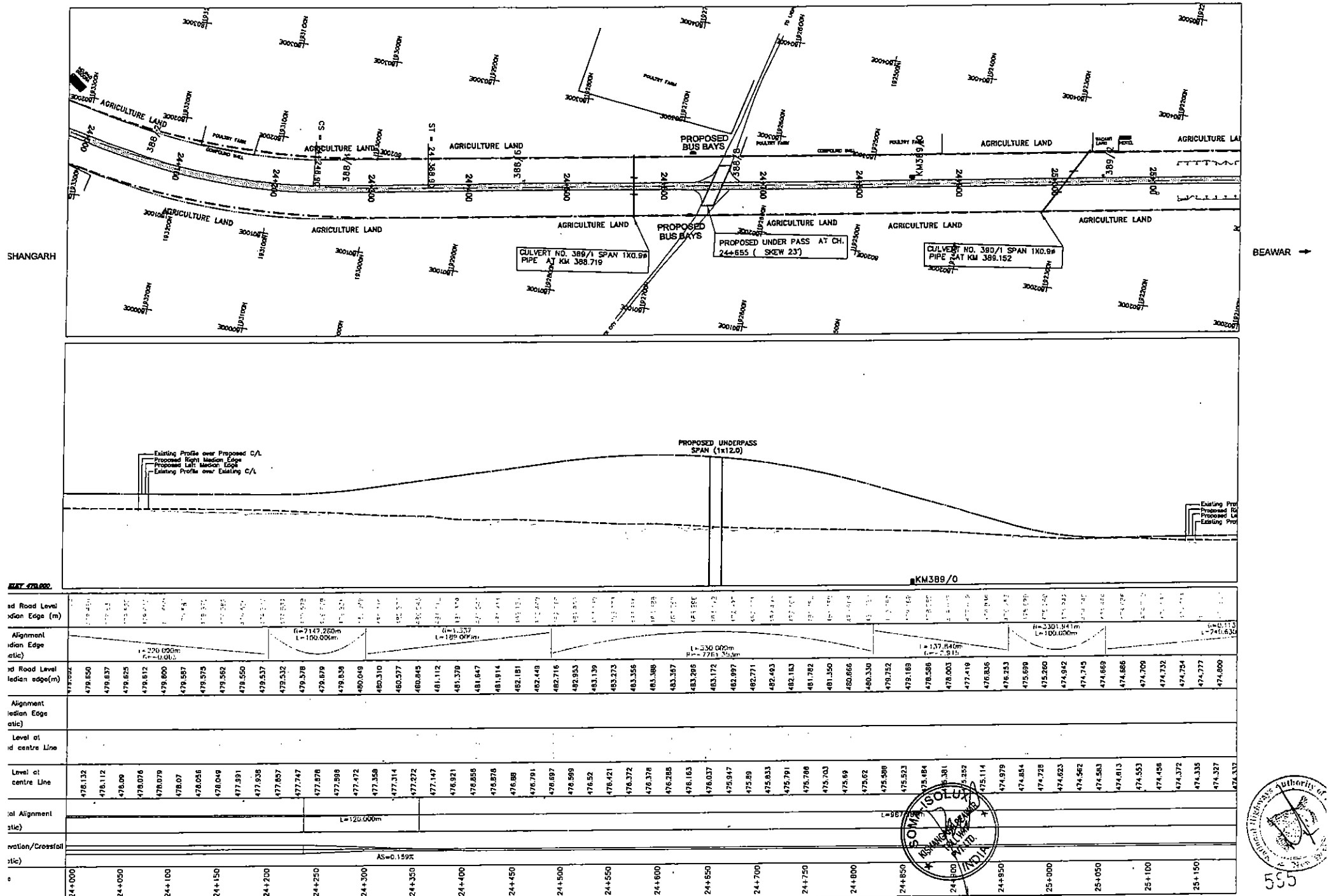
NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (f) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE
Ch 23+000 to Ch 24+000

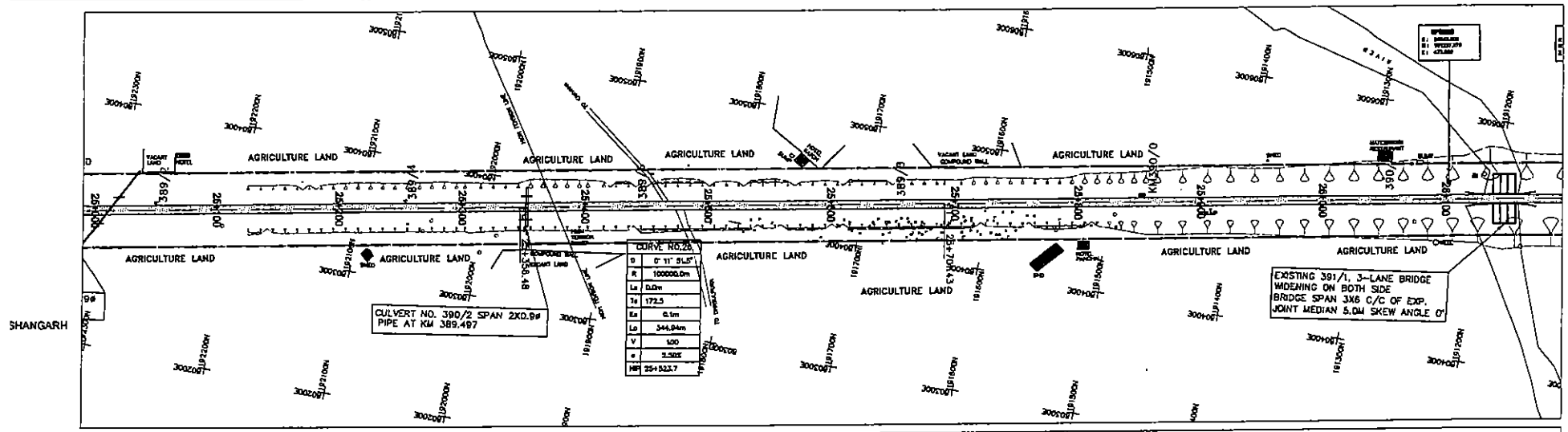
DRAWING NO. NHAI/CEG/NH-8/P&P/24
DATE : JUNE 2007
DRAWN (A) SURENDRA
DESIGNED (A) RAKESH GUPTA
CHECKED (C) R. BATRA
APPROVED (D)
REV E

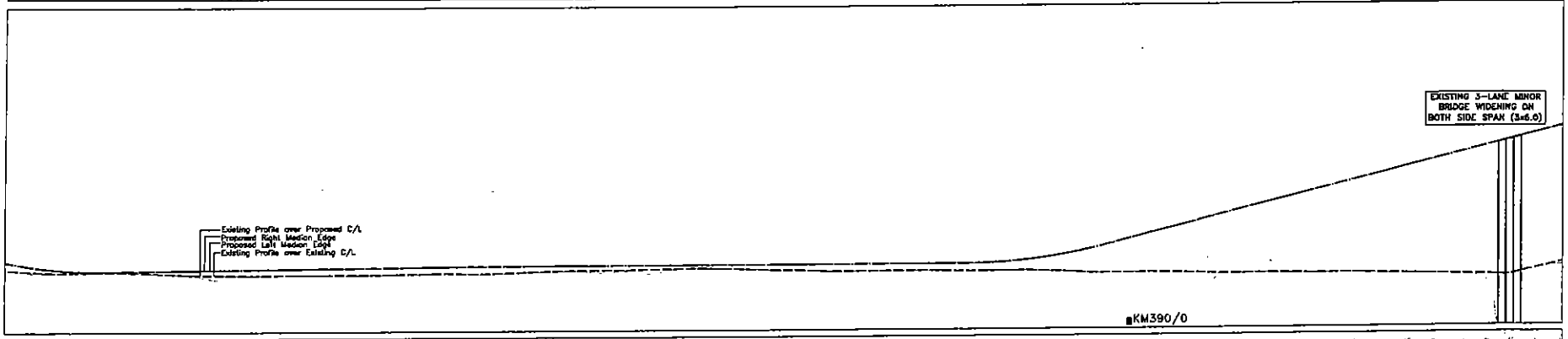
PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

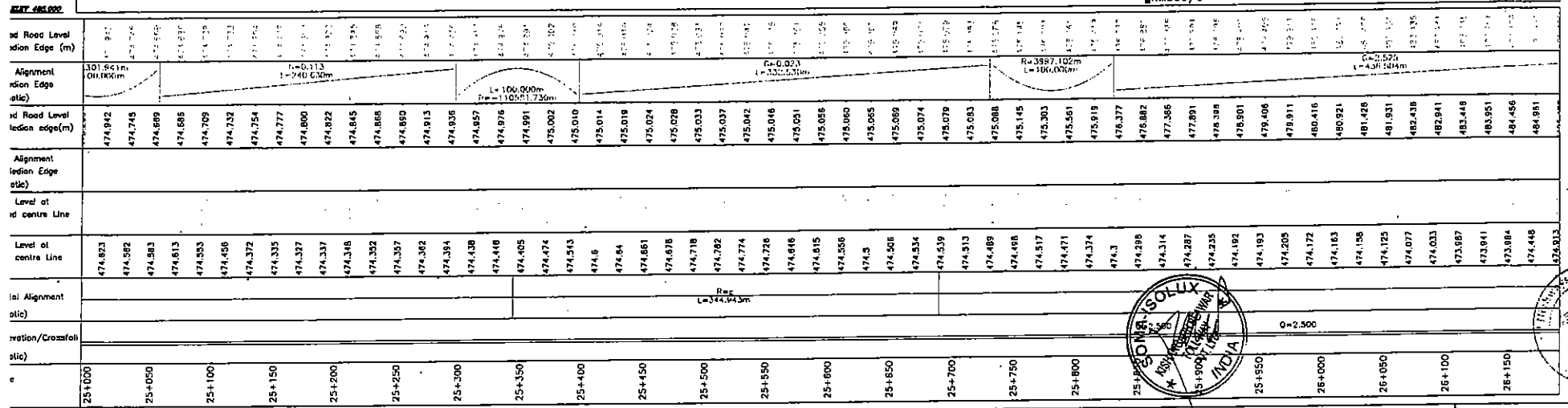
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250



CONSULTING ENGINEERS GROUP LTD.	NATIONAL HIGHWAYS AUTHORITY OF INDIA
E-12,Maj Colony,Malviya Nagar Jaipur-17	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8
Tel: +91-141- 2520899, 2521899, 2520556	PLAN & PROFILE
Fax: 2521899, E-Mail: ceg@cegindia.com	Ch 24+000 to Ch 25+000
HORIZONTAL SCALE 1:2500	DRAWING NO. NHAI/CEG/NH-8/P&P/25
VERTICAL SCALE 1:250	DATE : JUNE, 2007
PLAN & PROFILE	DRAWN (A) / DESIGNED (A) / CHECKED (C) / APPROVED (D)
DESCRIPTION OF REVISIONS / INITIALS	SURENDRA / RAJESH GUPTA / S DATAL
	REV E



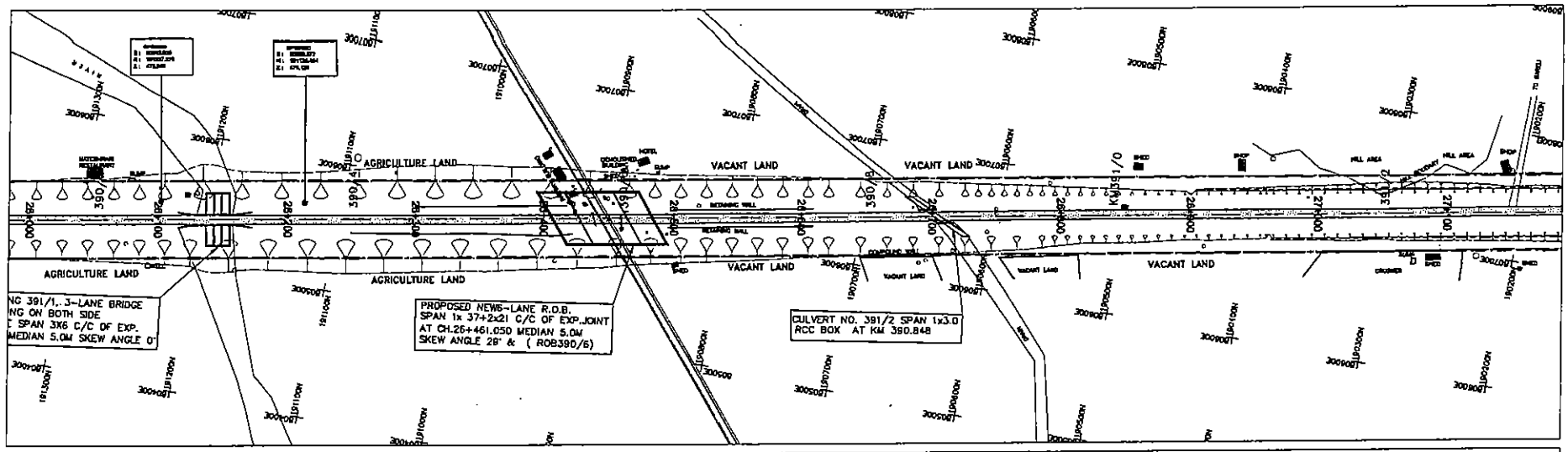


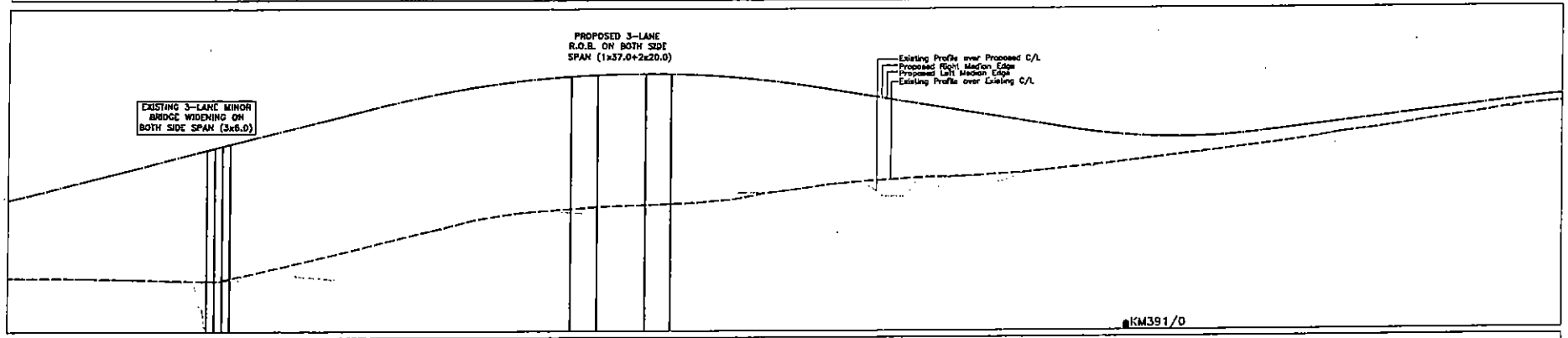


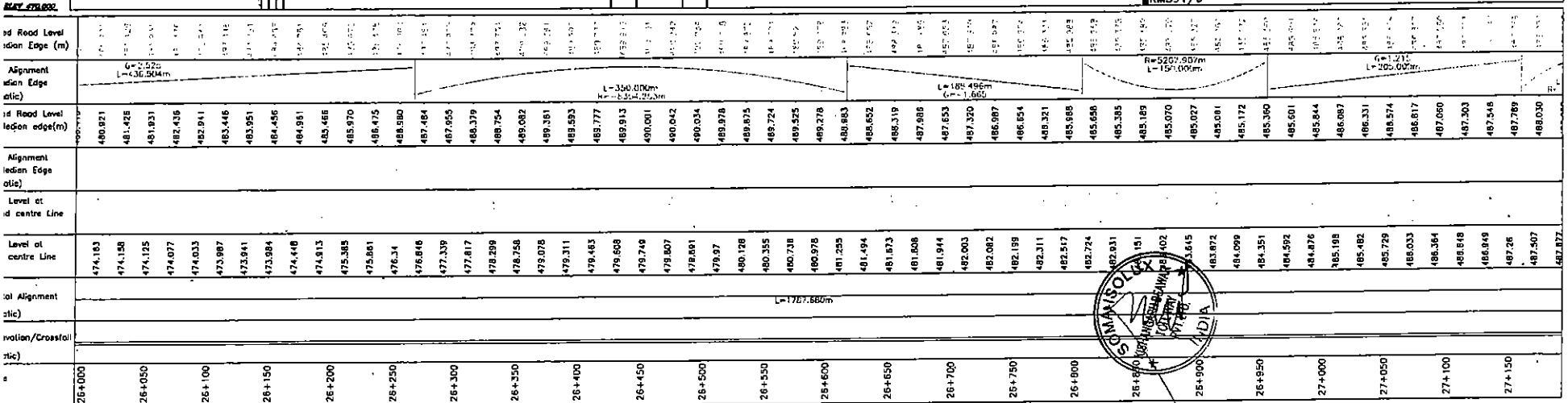
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE	Ch 25+000 to Ch 26+000

DRAWING NO. NHAI/CEG/NH-8/P&P/26			
DATE : JUNE 2007			
DRAWN (A)	DESIGNED (A)	CHECKED (C)	APPROVED (D)
SURENDRA	RAJESH GUPTA	S DATAL	

REV
E







SOMAISOLUX
INDIA

PLAN & PROFILE
DESCRIPTION OF REVISIONS | INITIALS

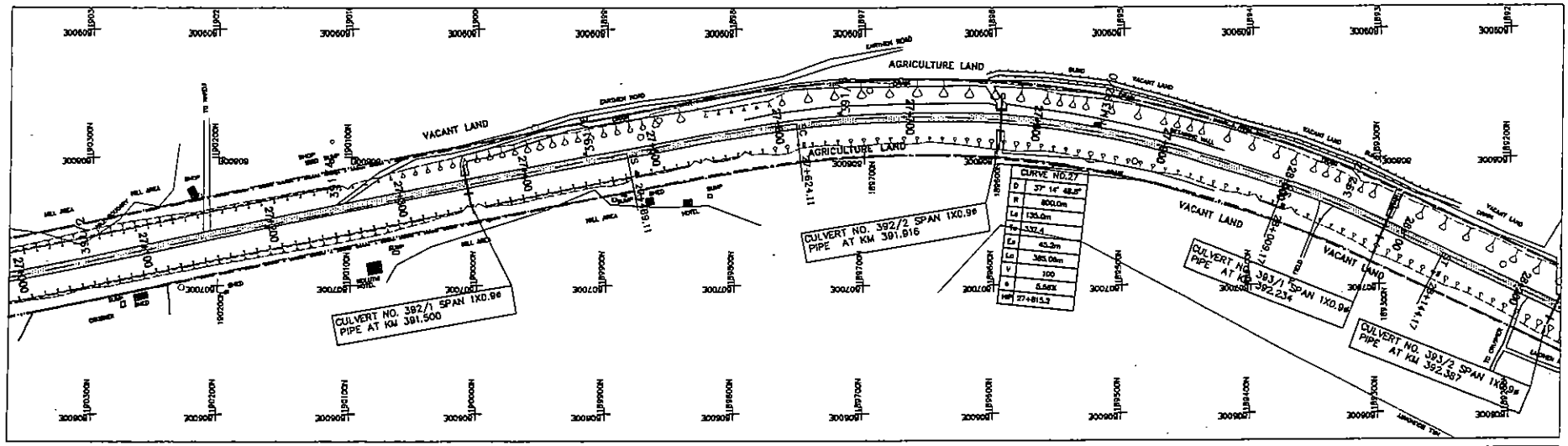
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

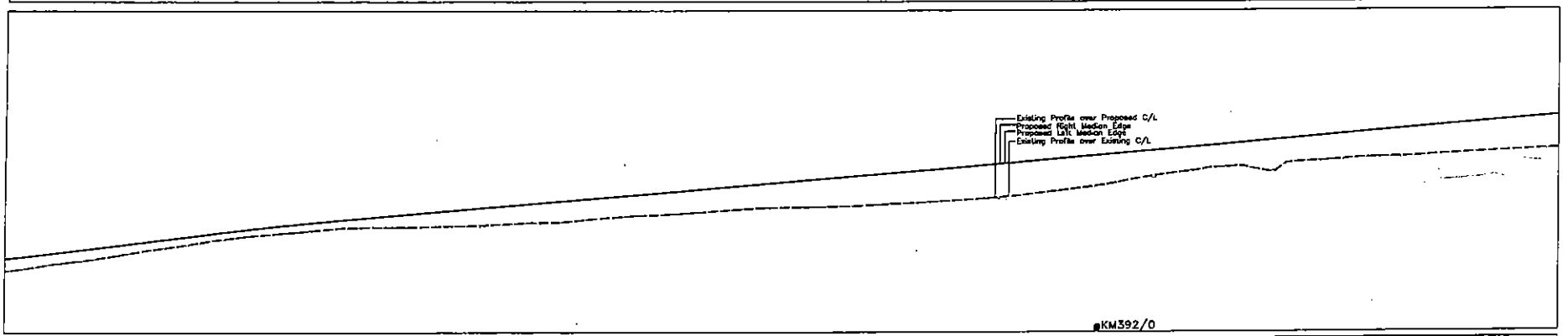
CONSULTING
ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegjp@cegindia.com

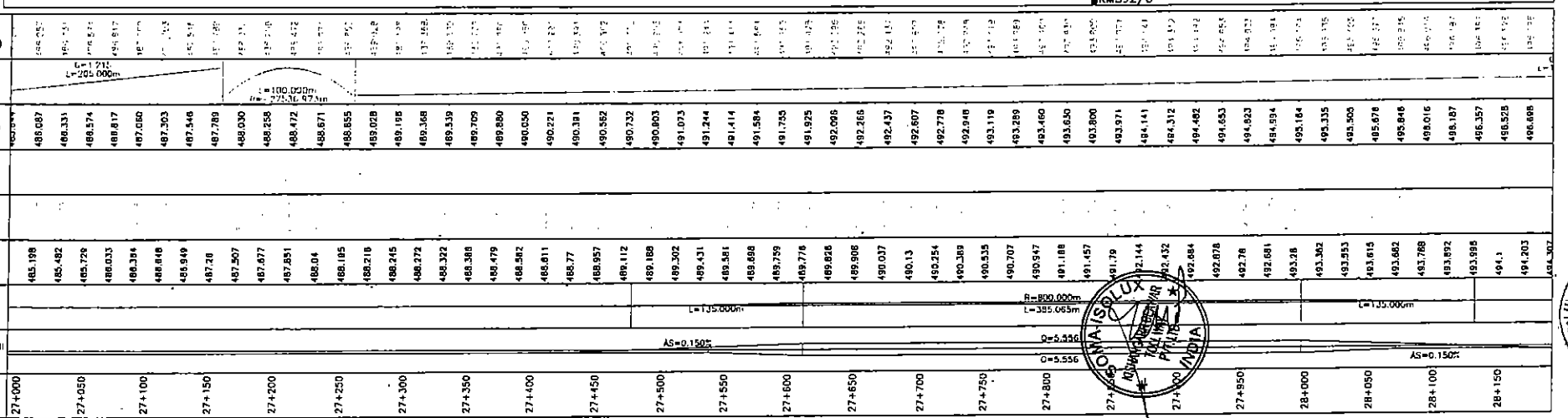
NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE
Ch 26+000 to Ch 27+000

DRAWING NO. NHAI/CED/NH-8/P&P/27
DATE : JUNE 2007
DRAWN (A) | DESIGNED (A) | CHECKED (C) | APPROVED (I)
SURENDRA | RAJESH GUPTA | R. DAYAL
REV E





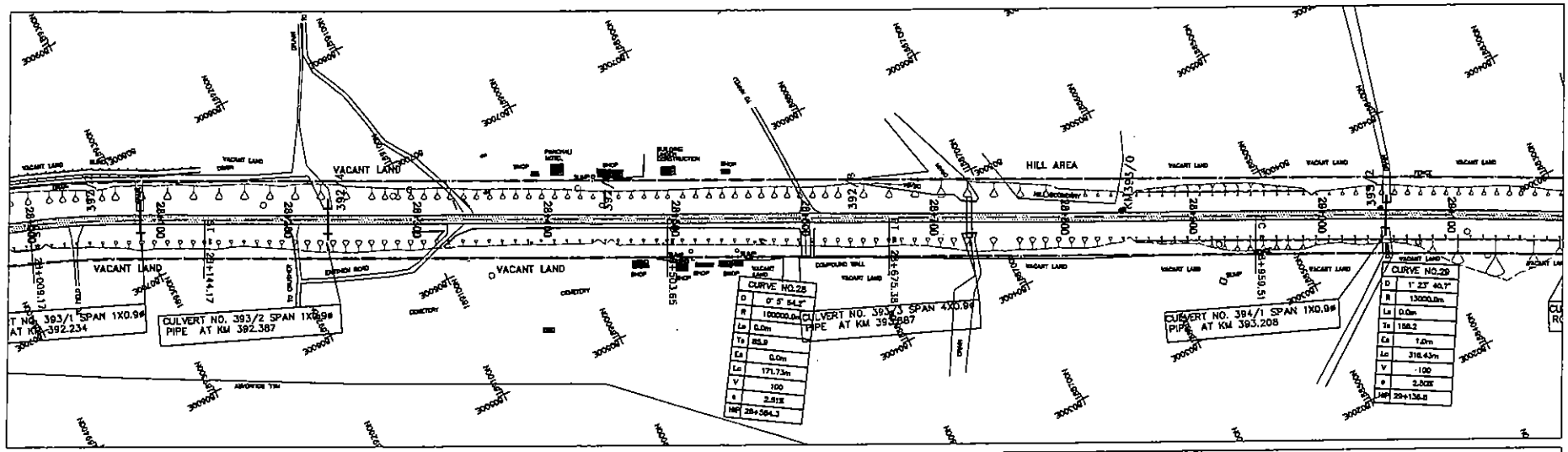


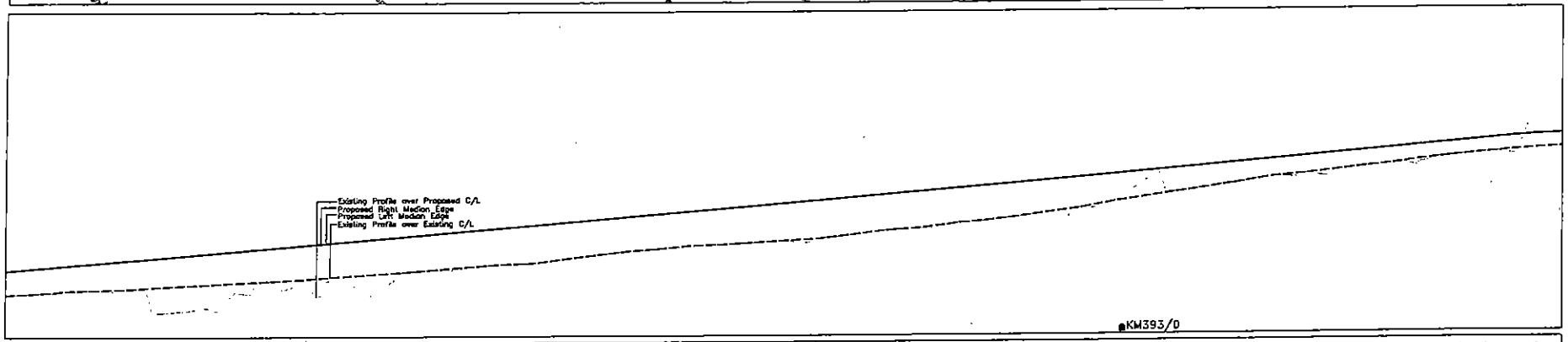
NATIONAL HIGHWAYS AUTHORITY OF INDIA

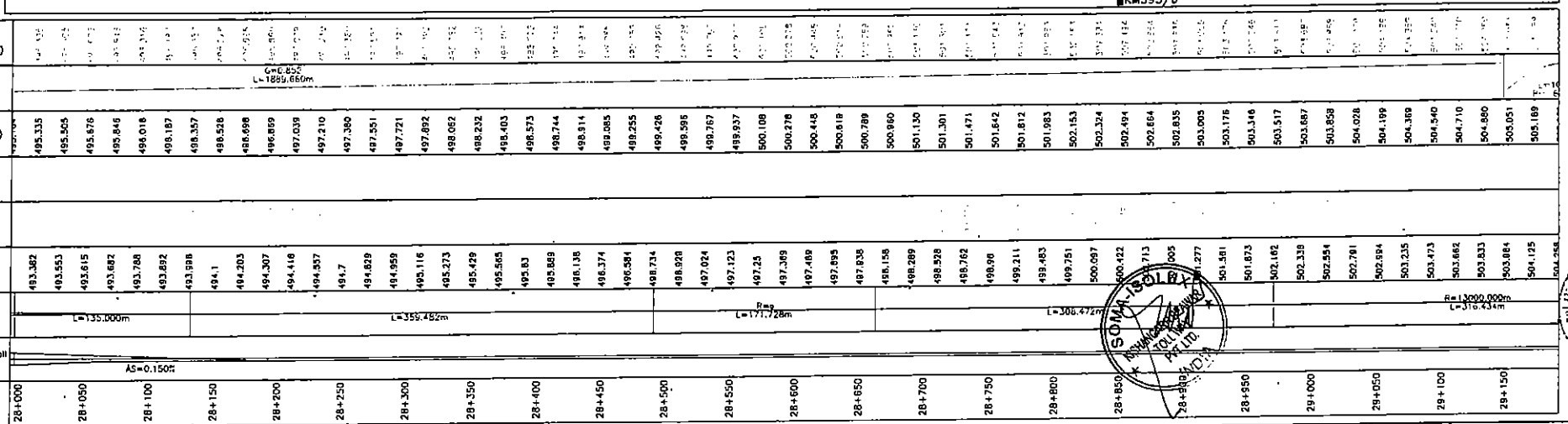
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PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500, VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: ceg@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/DOD/NH-8/P&P/28	REV
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 27+000 to Ch 28+000	DATE 1 JUNE 2007	E
		DRAWN (A) BIRENDRA; DESIGNED (A) RAJESH GUPTA; CHECKED (C) & DAVAL; APPROVED (D)	



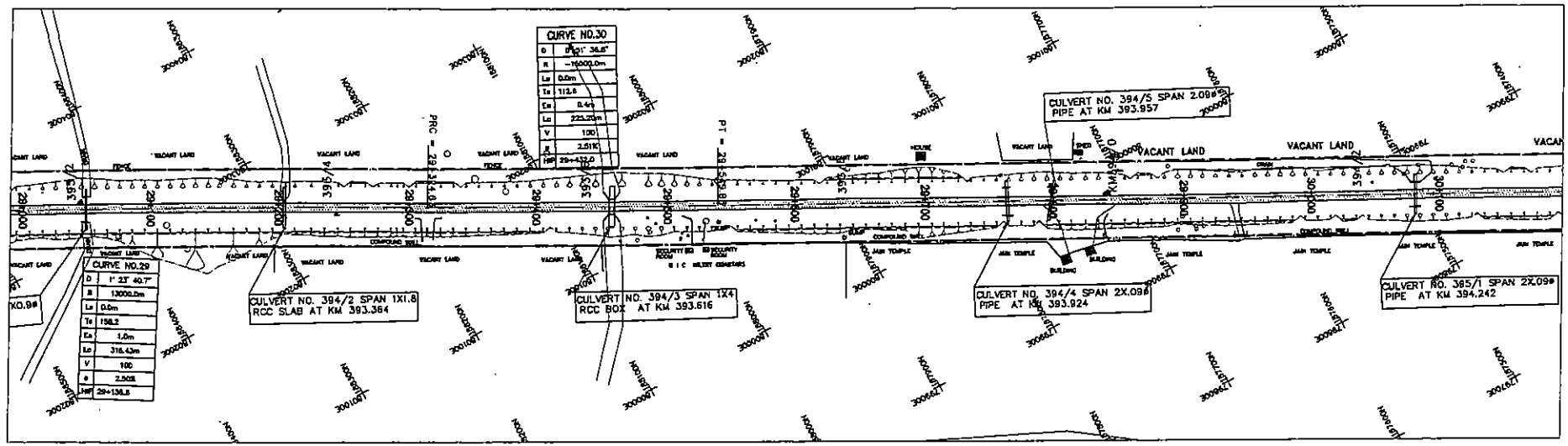




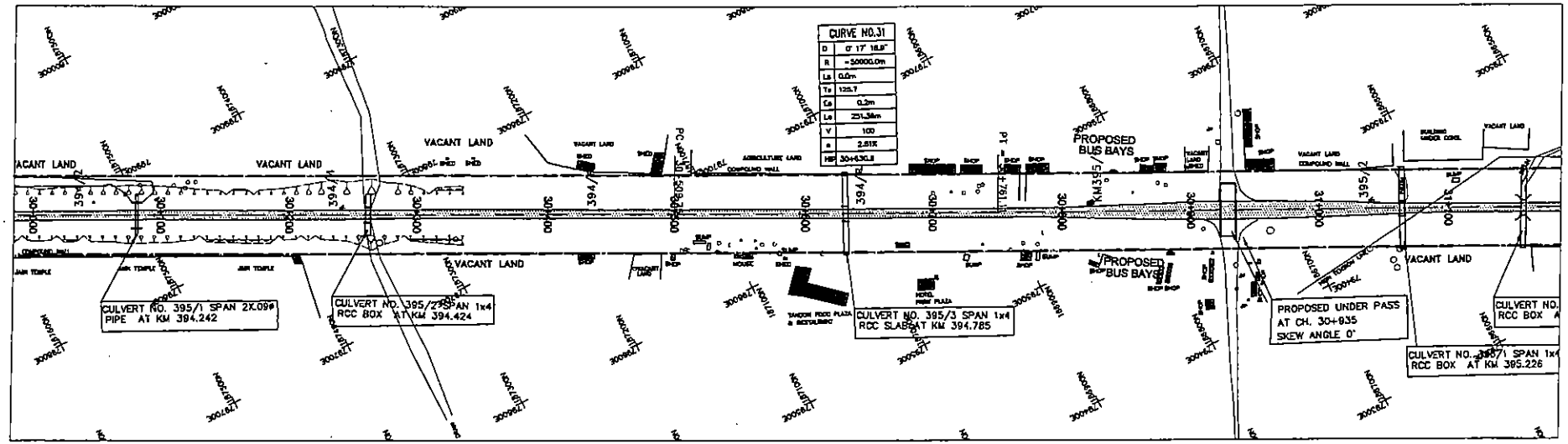
SOMA-ISOLEX PVT. LTD.

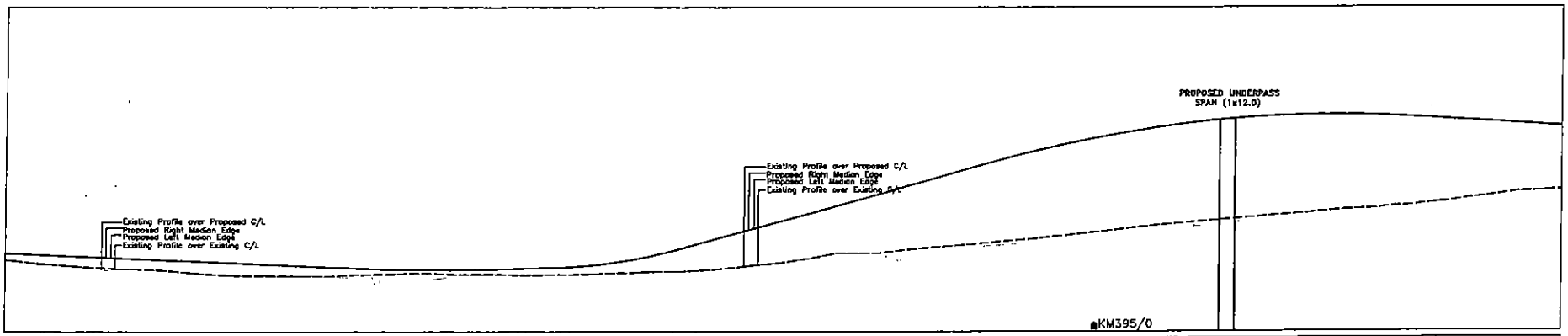
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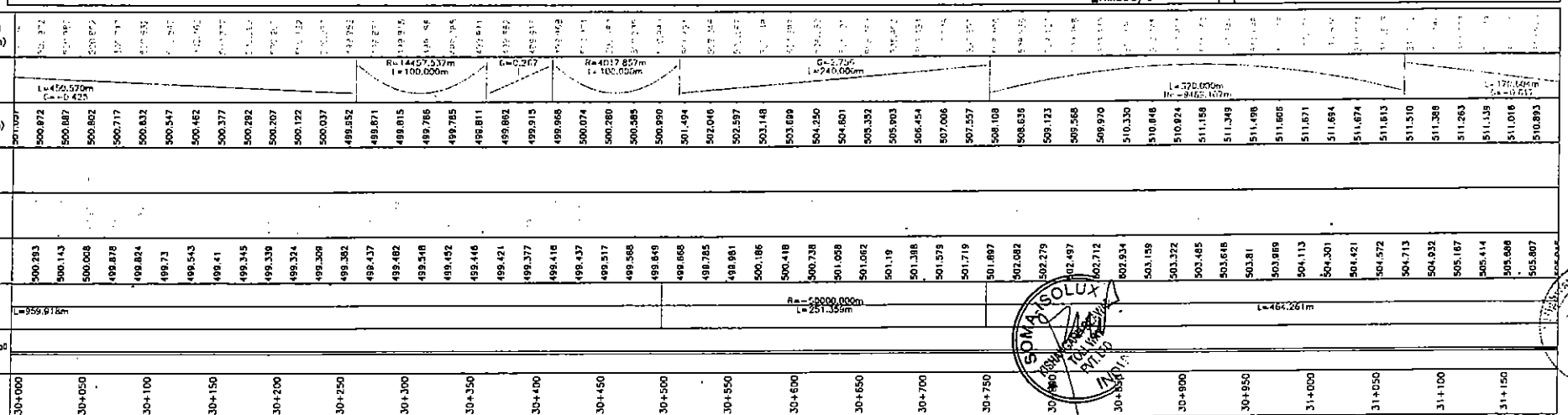
| | | |


SHANGARH
BEAWAR
CURVE NO.30
D 0°21' 36.8"
R -16000.0m
Lc 0.0m
Tc 113.6
Ec 0.4m
Lc 225.20m
V 100
e 2.5%
HP 29+438.0
CURVE NO.29
D 1° 23' 40.7"
R 13000.0m
Lc 0.0m
Tc 156.2
Ec 1.0m
Lc 316.43m
V 100
e 2.5%
HP 29+136.8
CULVERT NO. 394/2 SPAN 1X1.8 RCC SLAB AT KM 393.364
CULVERT NO. 394/3 SPAN 1X4 RCC BOX AT KM 393.616
CULVERT NO. 394/4 SPAN 2X.09ø PIPE AT KM 393.924
CULVERT NO. 394/5 SPAN 2.09ø PIPE AT KM 393.957
CULVERT NO. 395/1 SPAN 2X.09ø PIPE AT KM 394.242
VACANT LAND
JAIN TEMPLE
BUILDING
KM394/0
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L

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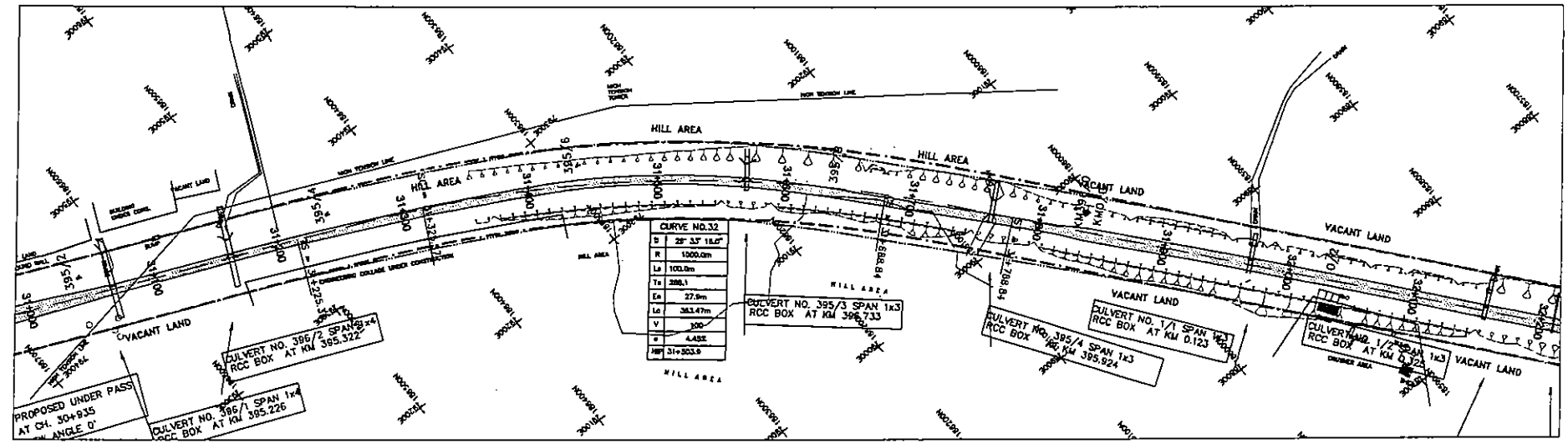


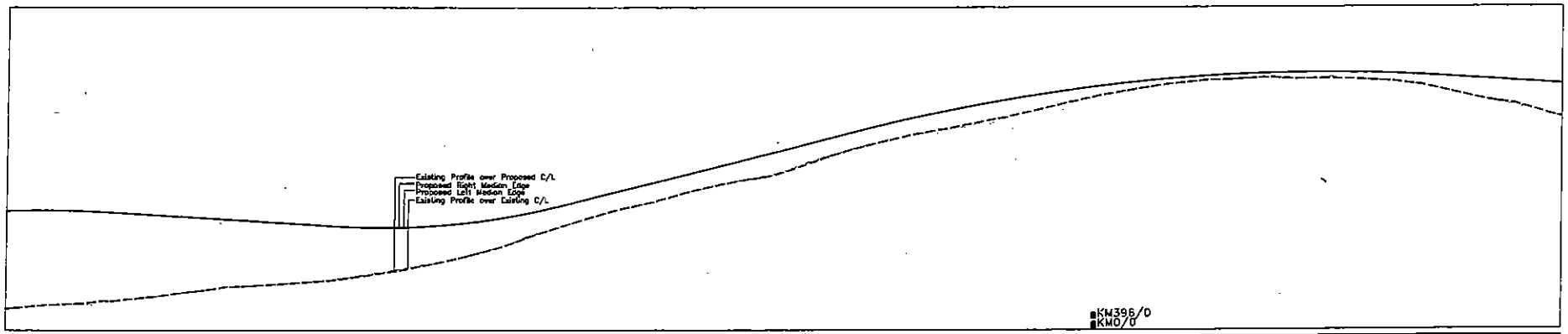
SOMA ISOLUX KISHANGARH TOLL WAY PVT. LTD. INDIA

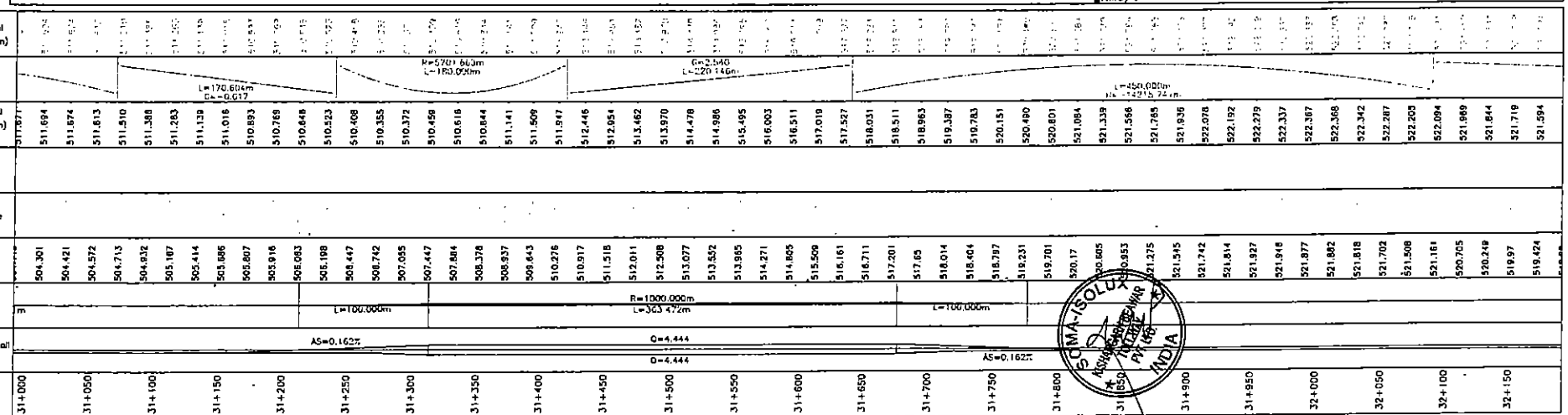
National Highways Authority of India

591

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 (0 25 50 75 100 125m); VERTICAL SCALE 1:250 (0 2.5 5.0 7.5 10.0 12.5m)	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520890, 2521899, 2520556 Fax: 2521899, E-Mail: eeg@eegindia.com	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 30+000 to Ch 31+000	DRAWING NO. NHAI/EEG/NH-8/P&P/31 DRAWN (A) RAJESH GUPTA DESIGNED (A) CHECKED (S) APPROVED (S)	REV E







ESOMA-ISOLUX ASHOKA-MAYTAS TOLL ROAD PVT. LTD. INDIA

National Highways Authority of India New Delhi

592

CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: ceg@cegindia.com

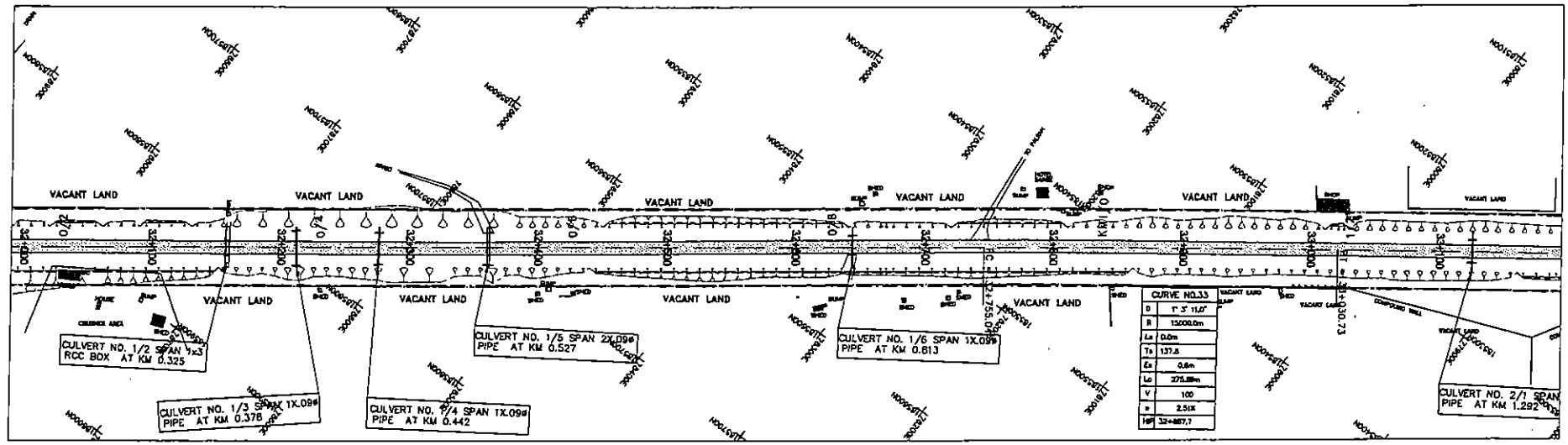
NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

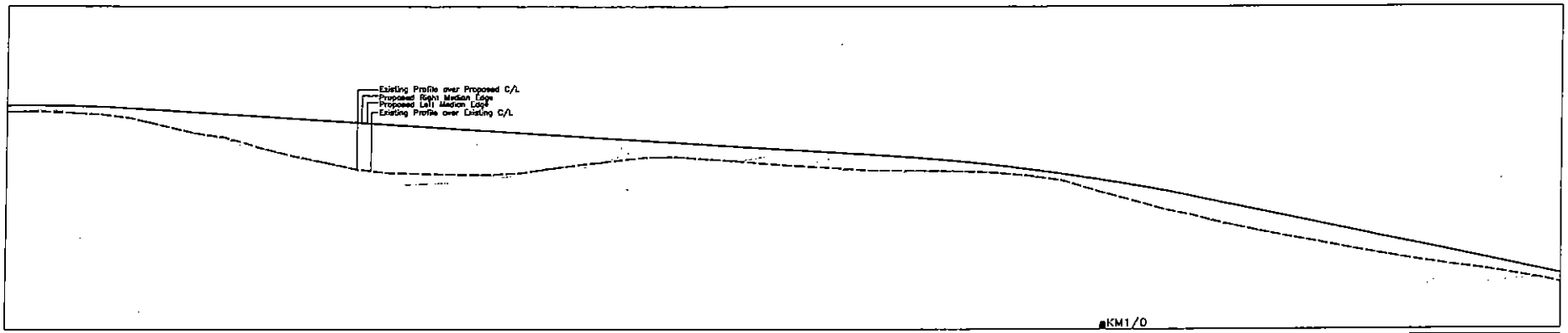
PLAN & PROFILE
Ch 31+000 to Ch 32+000

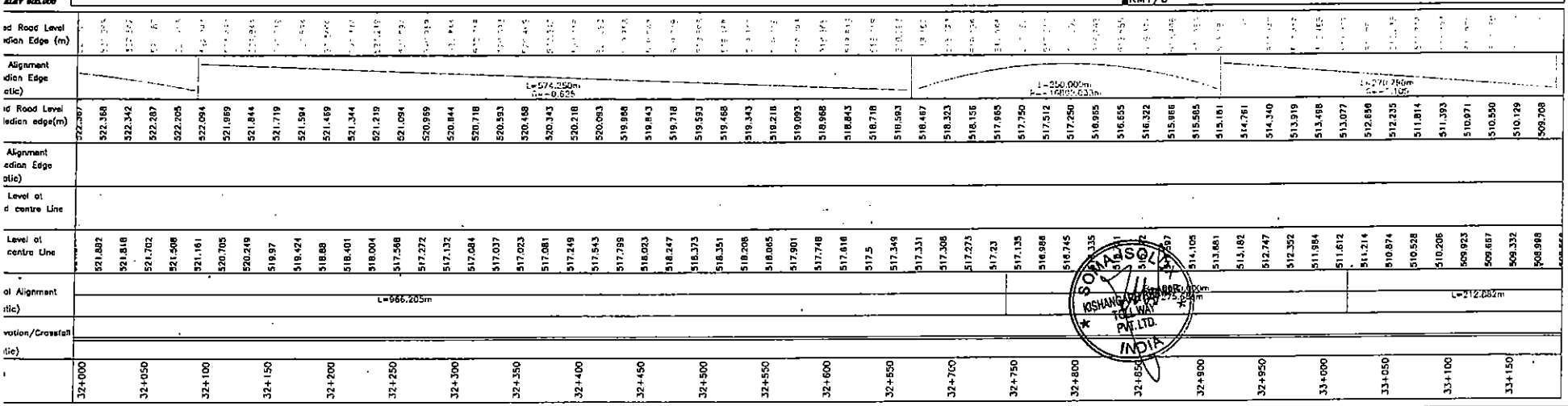
DRAWING NO. NHAI/CEG/NH-8/P&P/32
DATE : JUNE 2007
DRAWN (A) | DESIGNED (A) | CHECKED (C) | Approved (D)
SURVEYED | RAJESH GUPTA | S DATAL

REV E

PLAN & PROFILE
DESCRIPTION OF REVISIONS | INITIALS



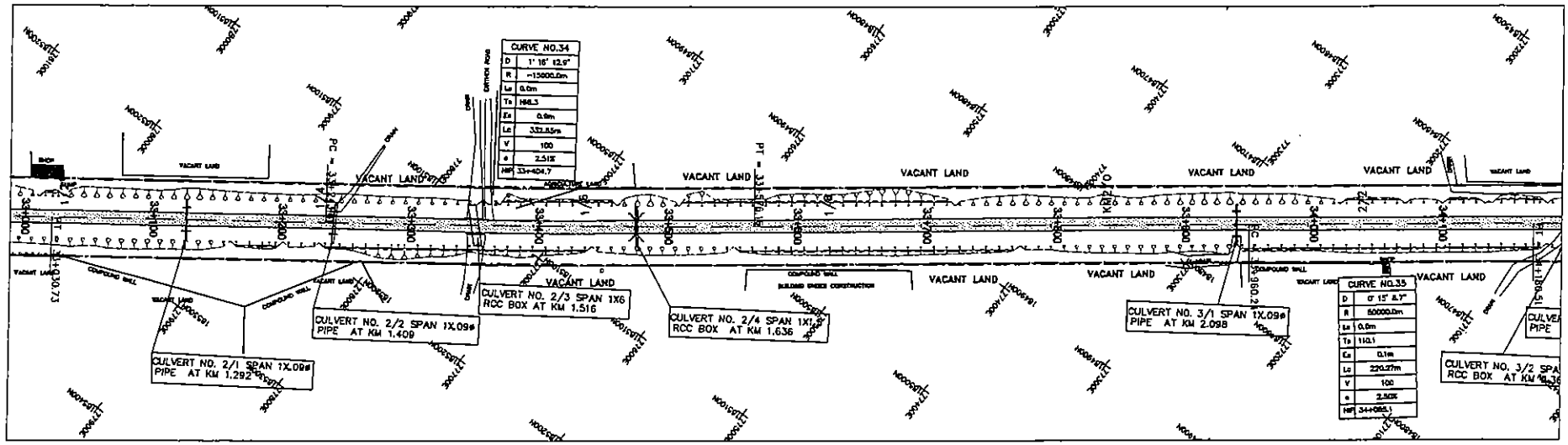


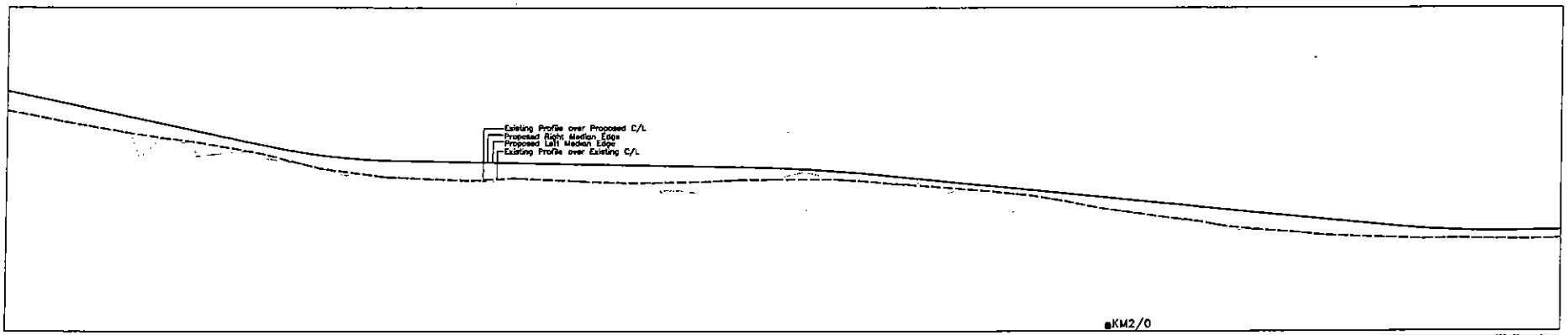


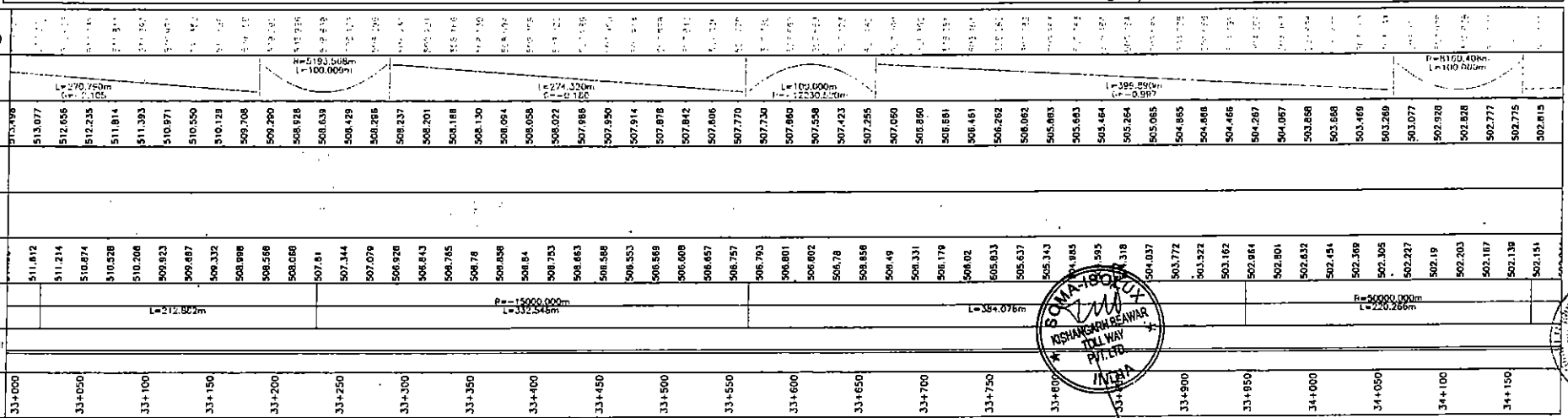
SOMA INFRASTRUCTURE KISHANGARH TOLL WAY PVT. LTD. INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegjpr@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 32+000 to Ch 33+000	DRAWING NO. NHAI/CEG/NH-8/PAP/33 DATE 7 JUNE, 2007 DRAWN (S) SURENDRA CHECKED (A) RAJESH GUPTA CHECKED (C) APPROVED (D) SHEET NO. 1	REV E

593





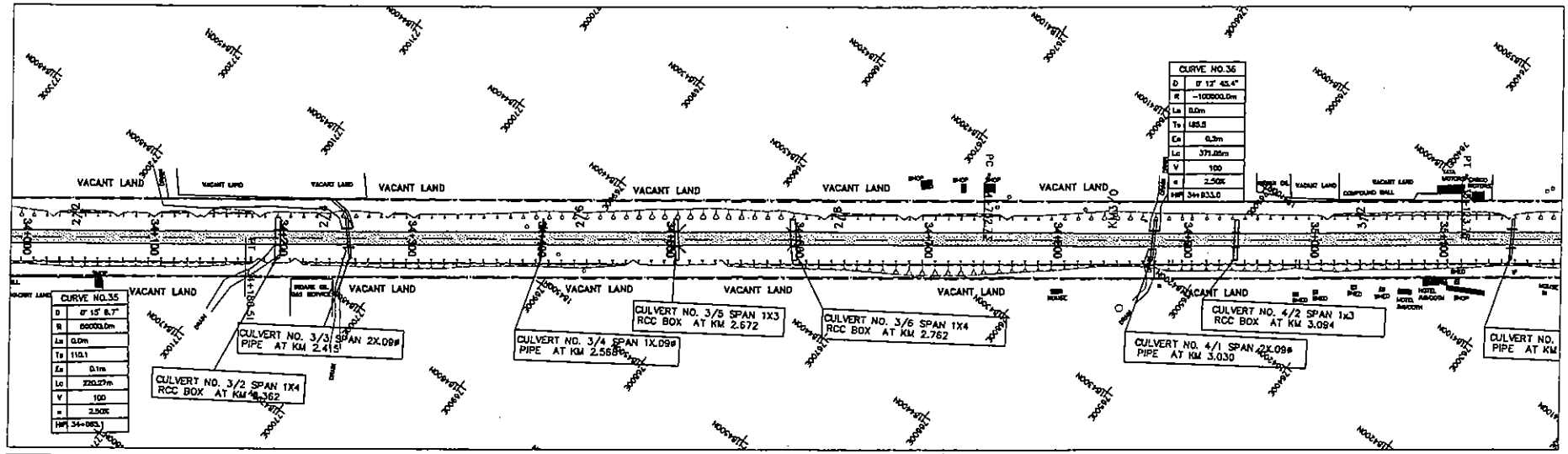


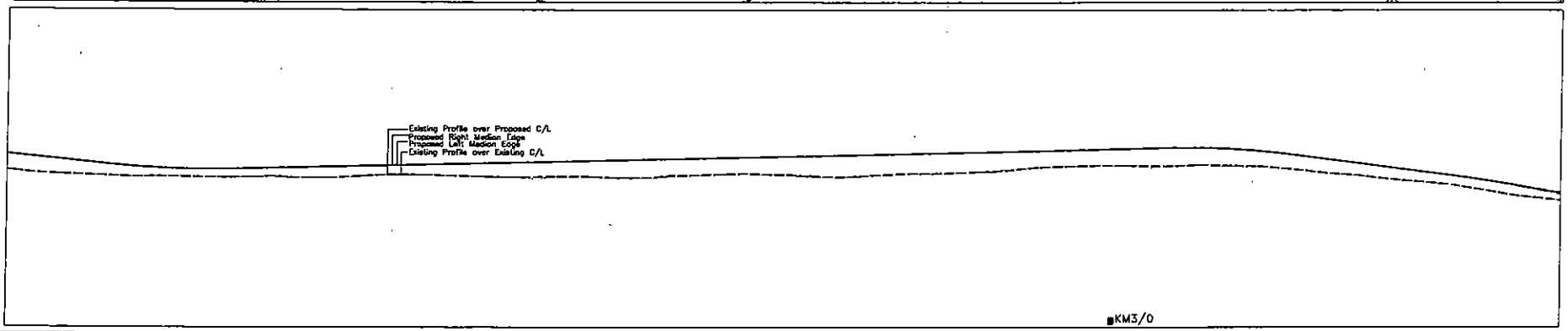
SOMA-IRCON-UX
KISHANGARH BEAWAR TOLL WAY PVT. LTD.
INDIA

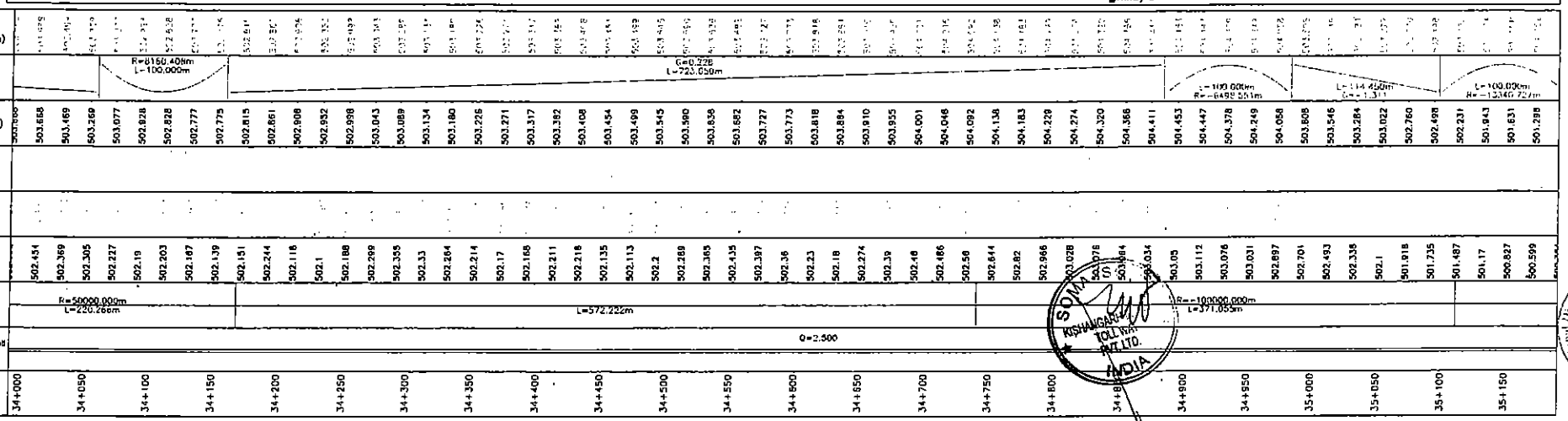
CONSULTING ENGINEERS GROUP LTD. E-12,Maf Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegc@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 33+000 to Ch 34+000	DRAWING NO. NHAI/DEC/NH-8/P&P/34 DATE : JUNE 2007 DRAWN (S) SURENDRA · DESIGNED (A) RAJEEV GUPTA · CHECKED (C) · APPROVED (D) R BAYAL REV E

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250





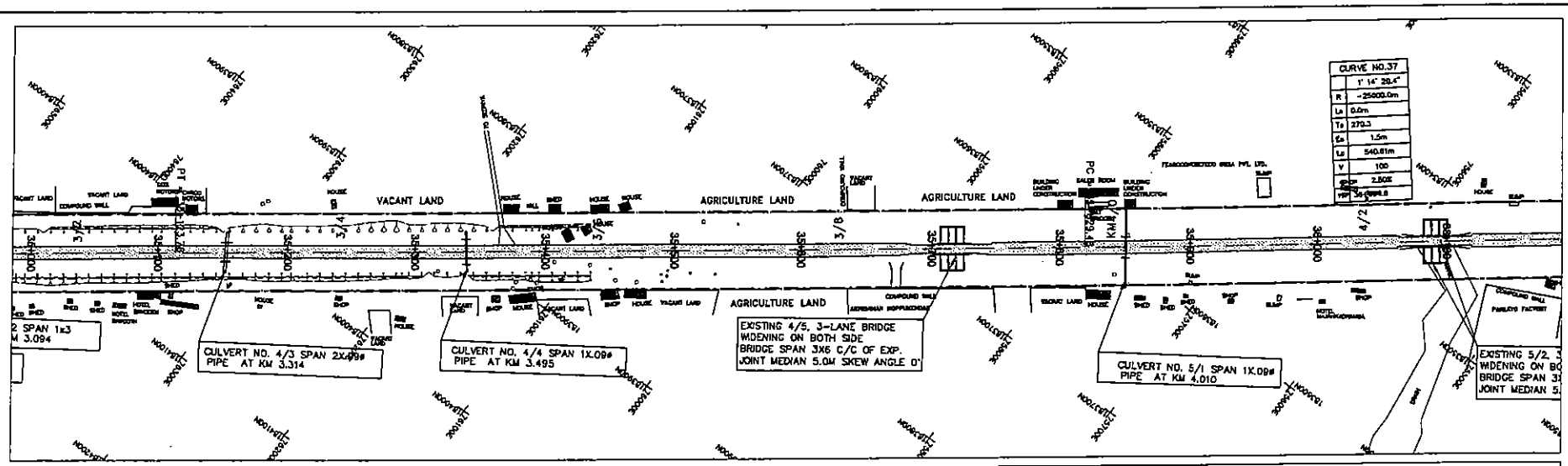


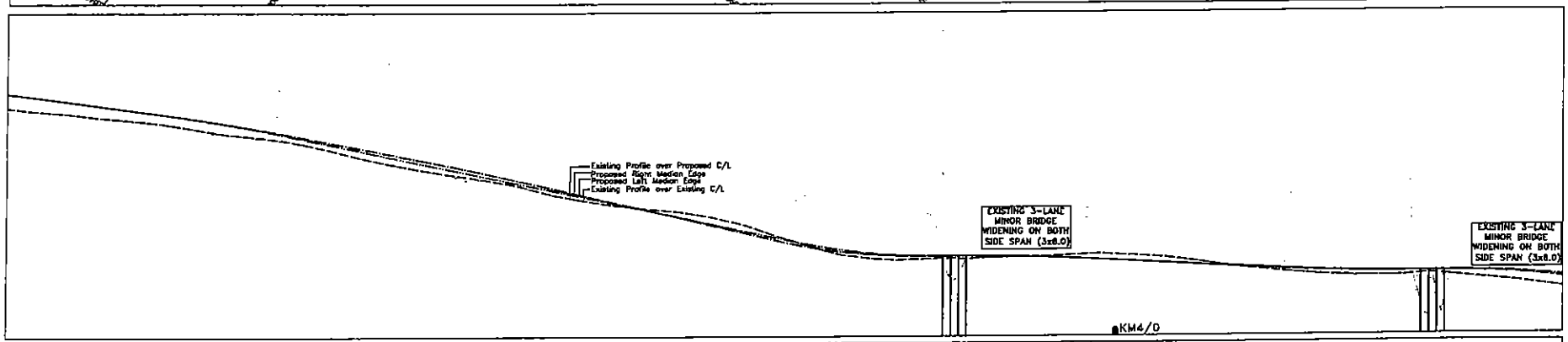
SOMA (I) KISHANGARH TOLL WAY PVT. LTD. INDIA

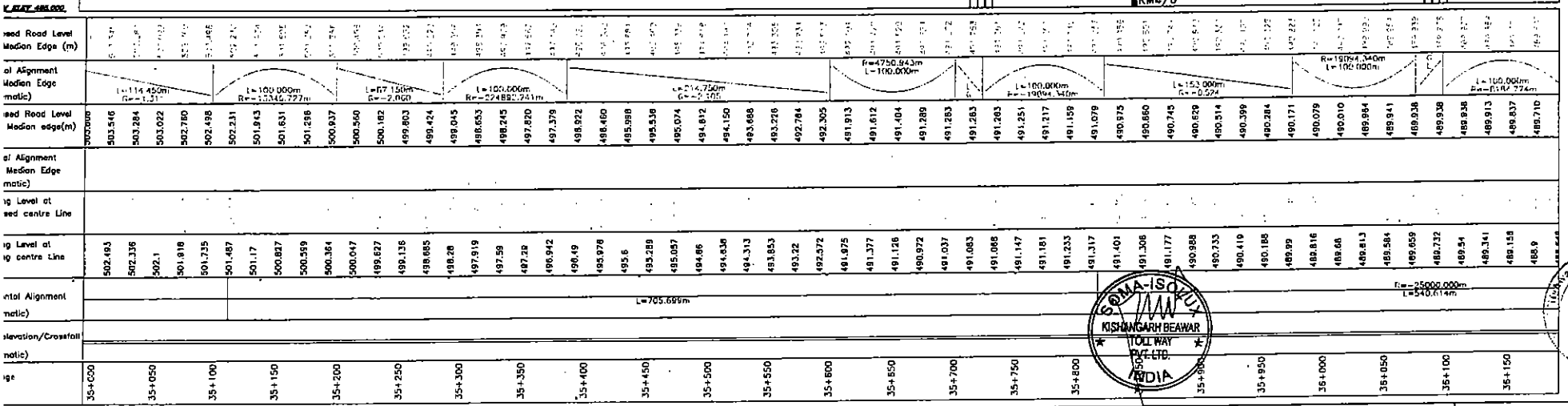
National Highways Authority of India New Delhi

575

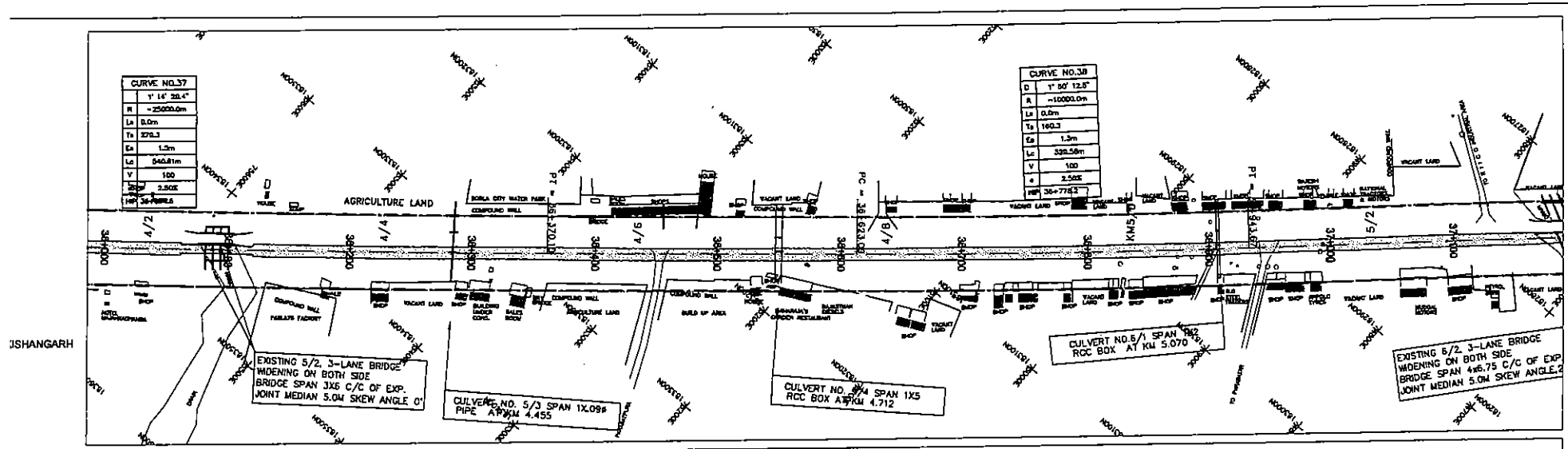
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899. E-Mail:cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 34+000 to Ch 35+000	DRAWING NO. NHAI/DED/NH-8/P&P/35 DATE : JUNE 2007 DRAWN (A) SURENDRA; DESIGNED (A) RAJESH GUPTA; CHECKED (C); APPROVED (D); R DATE REV E

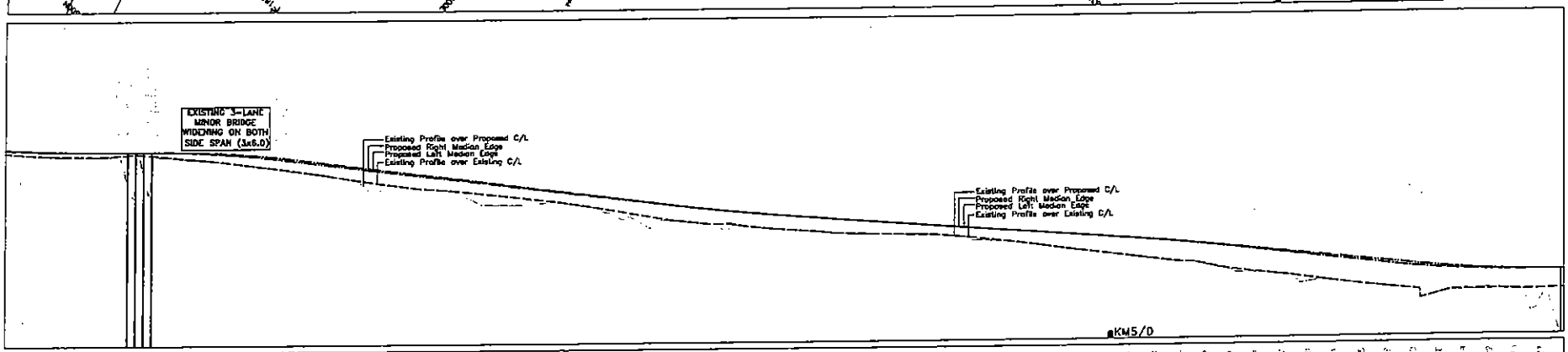

KISHANGARH
BEAWAR
VACANT LAND
AGRICULTURE LAND
CURVE NO.37
CULVERT NO. 4/3 SPAN 2X.09# PIPE AT KM 3.314
CULVERT NO. 4/4 SPAN 1X.09# PIPE AT KM 3.495
EXISTING 4/5, 3-LANE BRIDGE WIDENING ON BOTH SIDE BRIDGE SPAN 3X6 C/C OF EXP. JOINT MEDIAN 5.0M SKEW ANGLE 0°
CULVERT NO. 5/1 SPAN 1X.09# PIPE AT KM 4.010
EXISTING 5/2, 3 WIDENING ON BO BRIDGE SPAN 3 JOINT MEDIAN 5.
KM4/0

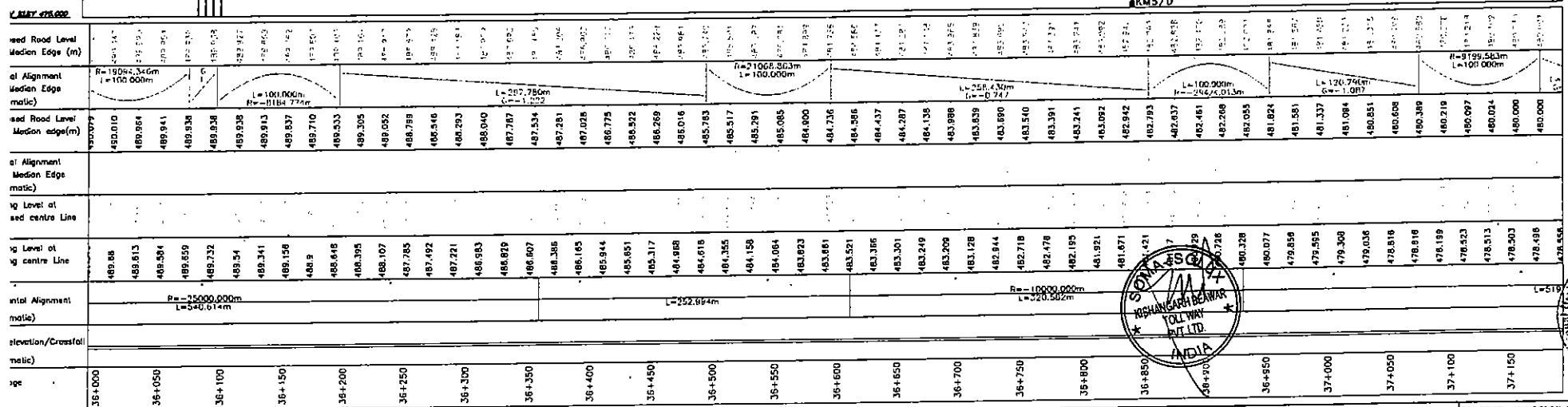

Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
EXISTING 3-LANE MINOR BRIDGE WIDENING ON BOTH SIDE SPAN (3x8.0)
EXISTING 3-LANE MINOR BRIDGE WIDENING ON BOTH SIDE SPAN (3x8.0)
KM4/0


L=705.699m
R=-25000.000m
L=540.614m
KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

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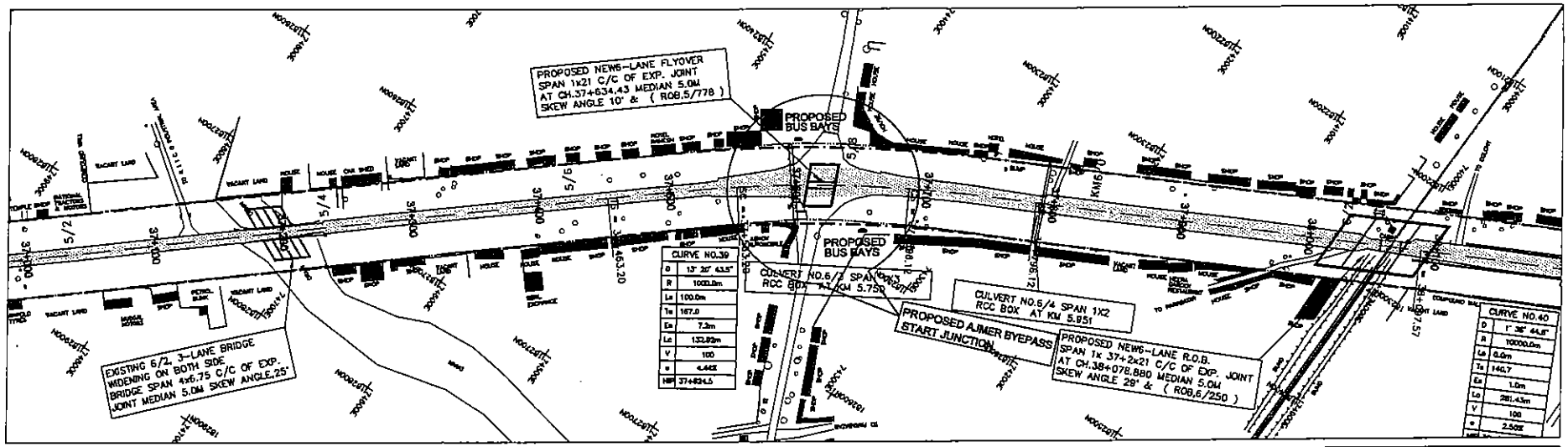


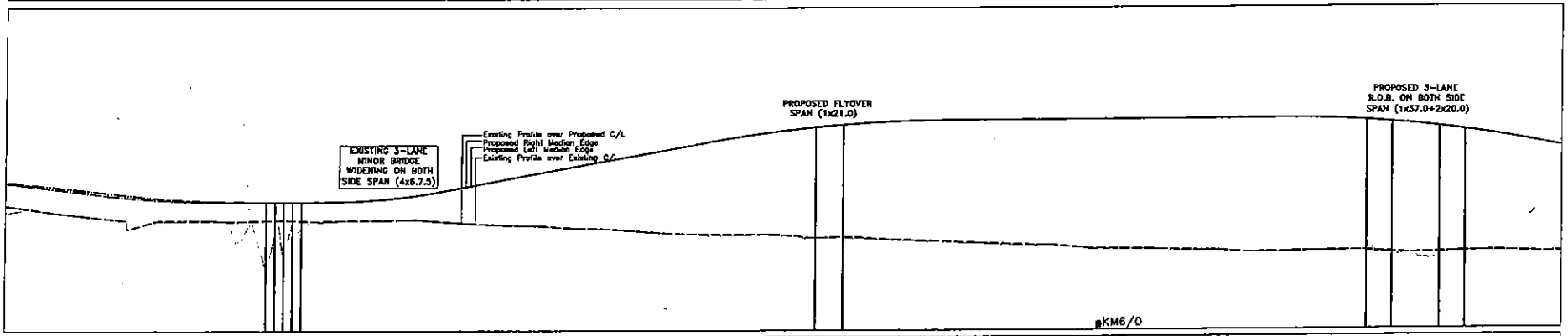




SONA-SSK
KISHANGARH BEAWAR TOLLWAY PVT LTD.
INDIA

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posed Road Level
t Median Edge (m)

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posed Road Level
t Median edge(m)

ical Alignment
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ting Level at
posed centre Line

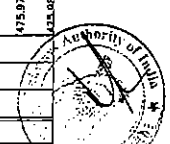
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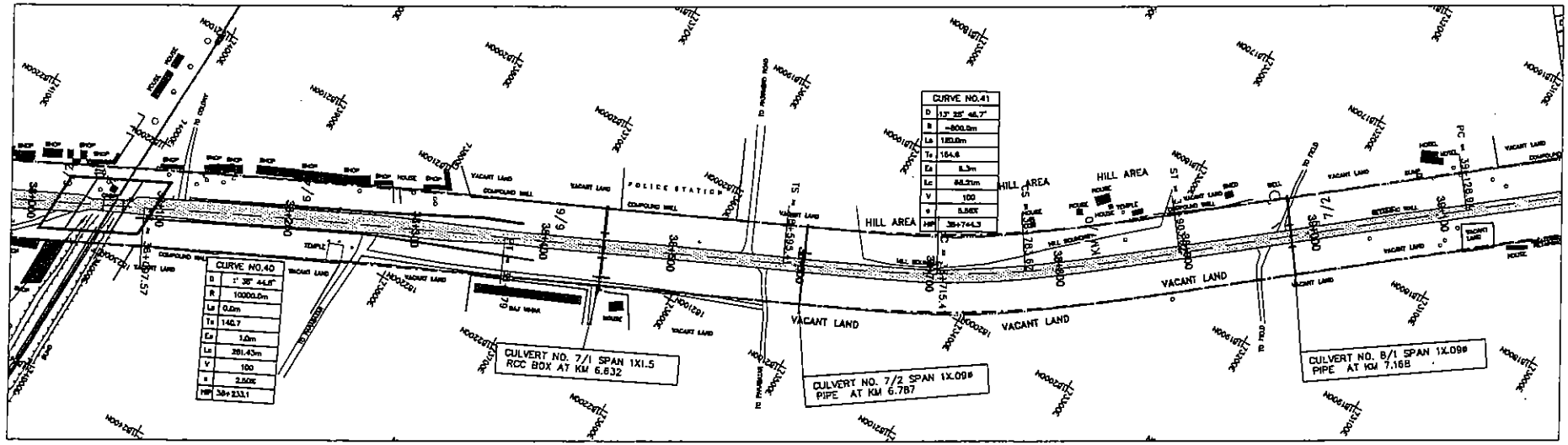
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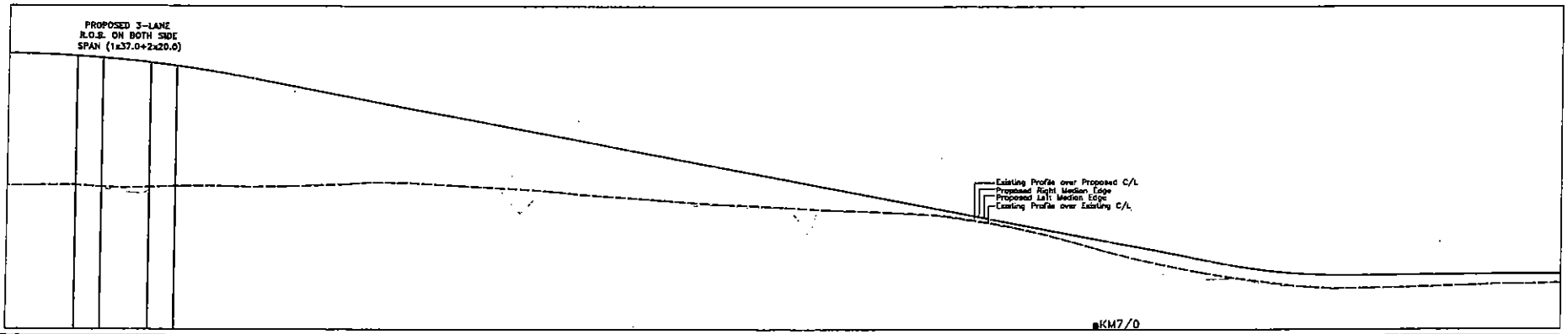
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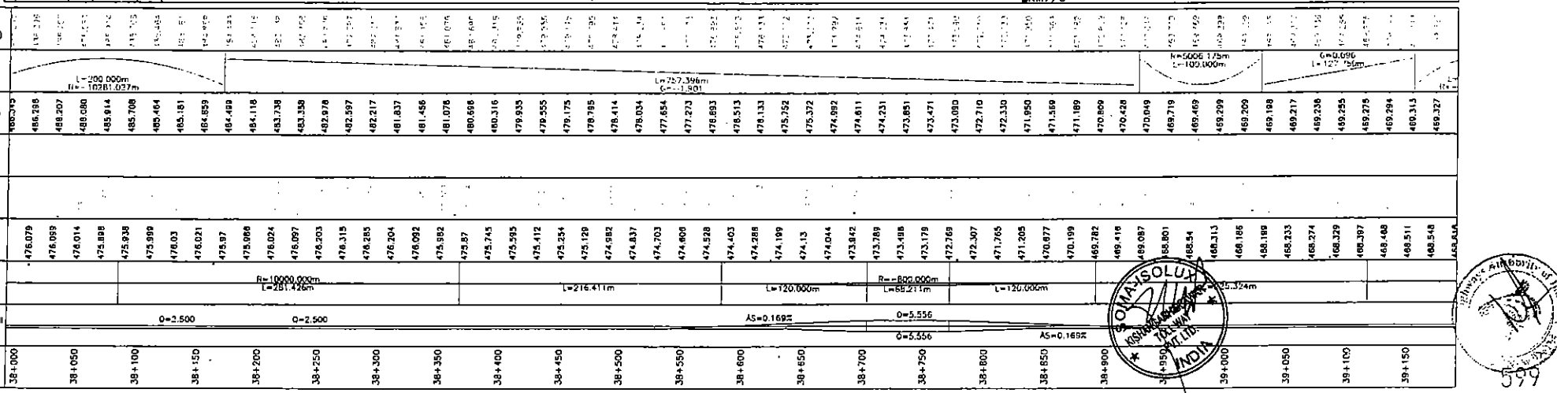




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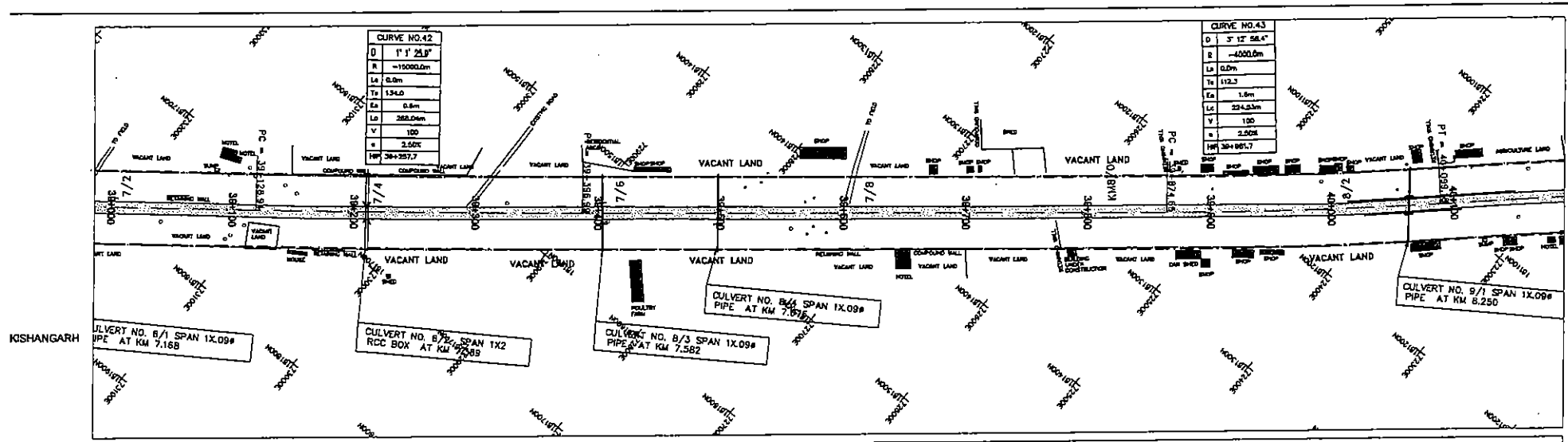


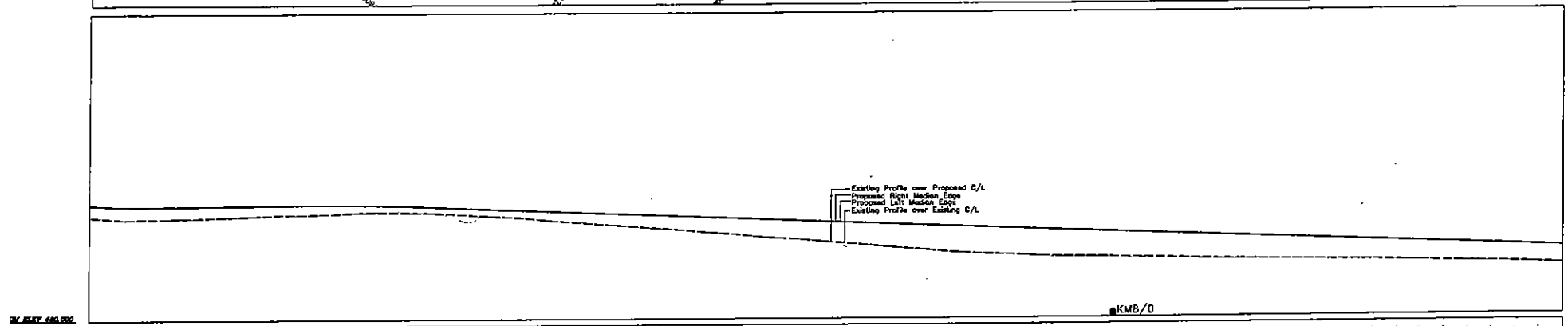
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegr@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE	Ch 38+000 to Ch 39+000

DRAWING NO. NHAI/CEG/NH-8/P&P/39 | DATE : JUNE 2007 | DRAWN (A) SURENDRA | DESIGNED (A) RAJESH GUPTA | CHECKED (C) A BATAL | APPROVED (C)

SOMA/SOLUX TOLLWAYS PVT. LTD. INDIA

C99





CONSULTING ENGINEERS GROUP LTD.
E-412,Moj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegl@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

Ch 39+000 to Ch 40+000

DRAWING NO. NHAI/CEC/NH-8/P&P/40

DATE : JUNE 2007

DRAWN (A) | DESIGNED (A) | CHECKED (C) | APPROVED (D)

S.RODELL | RAJESH GUPTA | S. DATAL

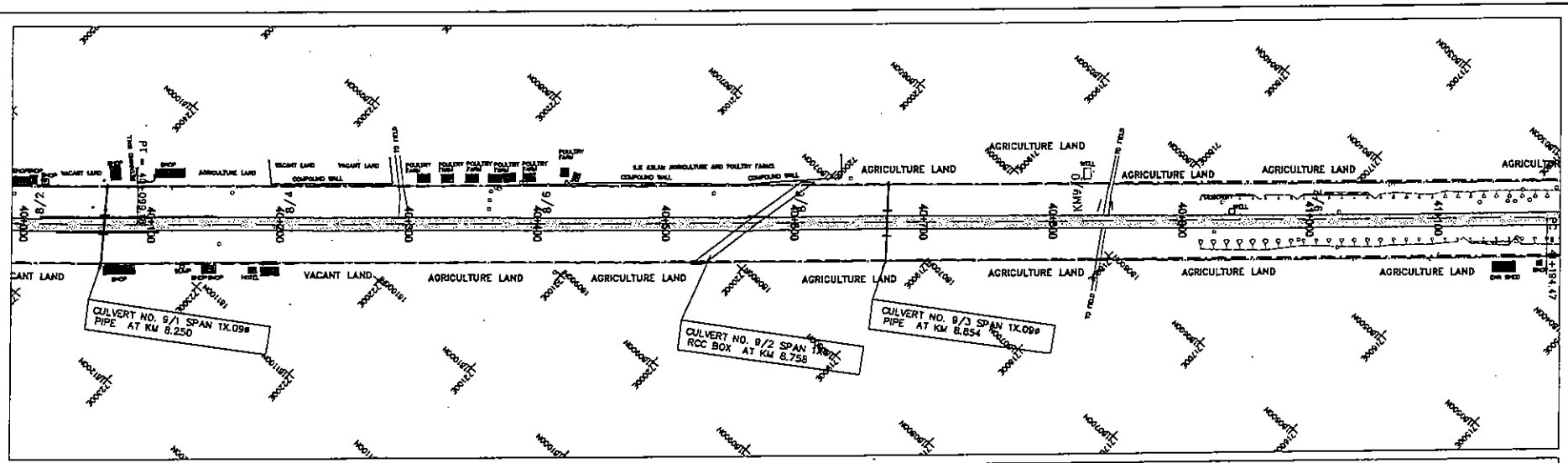
PLAN & PROFILE
DESCRIPTION OF REVISIONS | INITIALS

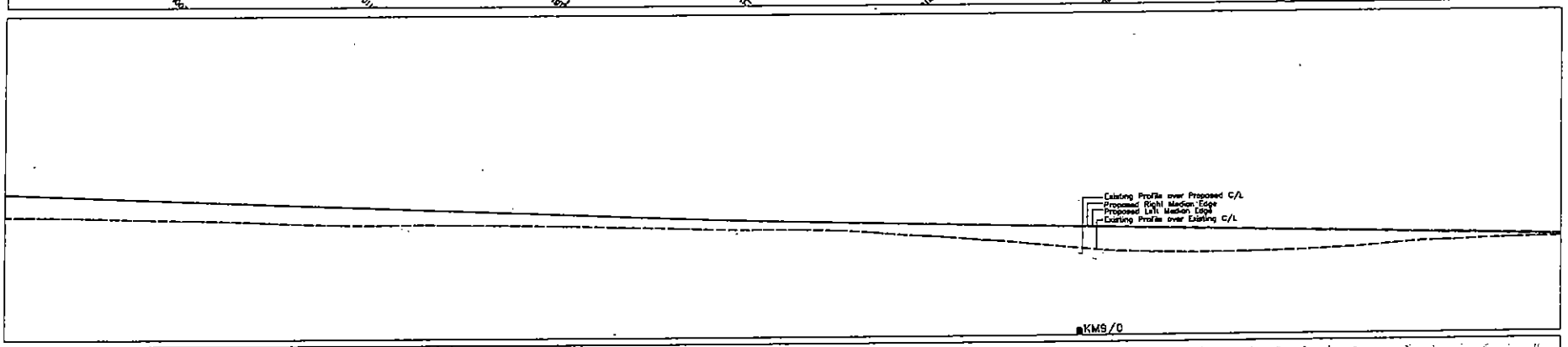
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

SOMA ISOLUX KISHANGARH TOLLWAY PVT. LTD. INDIA

KISHANGARH

BEAWAR





posed Road Level
Median Edge (m)

ical Alignment
Median Edge
hematic)

posed Road Level
t Median edge(m)

ical Alignment
t Median Edge
hematic)

ting Level at
posed centre Line

ting Level at
ting centre Line

zontal Alignment
hematic)

erelevation/Crossfall
hematic)

nage

40+000	40+050	40+100	40+150	40+200	40+250	40+300	40+350	40+400	40+450	40+500	40+550	40+600	40+650	40+700	40+750	40+800	40+850	40+900	40+950	41+000	41+050	41+100	41+150
466.300	466.222	466.144	466.066	465.988	465.909	465.831	465.753	465.675	465.597	465.519	465.441	465.362	465.284	465.206	465.128	465.050	464.972	464.894	464.816	464.737	464.659	464.581	464.503	464.425	464.347	464.269	464.193	464.124	464.062	464.006	463.956	463.910	463.863	463.817	463.771	463.724	463.678	463.632	463.585	463.539	463.493	463.446	463.400	463.354	463.308	463.261	463.215	463.169	463.122	463.076	463.030	462.983	462.937	462.891	462.844	462.798	462.752	462.706	462.659
464.528	464.504	464.481	464.413	464.365	464.32	464.282	464.234	464.186	464.078	463.98	463.926	463.874	463.858	463.871	463.887	463.849	463.828	463.808	463.777	463.738	463.705	463.843	463.598	463.553	463.488	463.413	463.38	463.37	463.359	463.323	463.28	463.152	462.977	462.844	462.73	462.564	462.417	462.238	462.038	461.84	461.651	461.537	461.464	461.418	461.387	461.414	461.438	461.487	461.555	461.628	461.718	461.892	462.054	462.157	462.203	462.283	462.342	462.381	462.433

SOMA-SOMA KISHANGARH BEAWAR TOLL WAY PVT.LTD. INDIA

	PLAN & PROFILE						
	DESCRIPTION OF REVISIONS	INITIALS					

HORIZONTAL SCALE 1:2500 (0, 25, 50, 75, 100, 125m; 0, 2.5, 5.0, 7.5, 10.0, 12.5m)

VERTICAL SCALE 1:250

CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail:cegl@cegindia.com

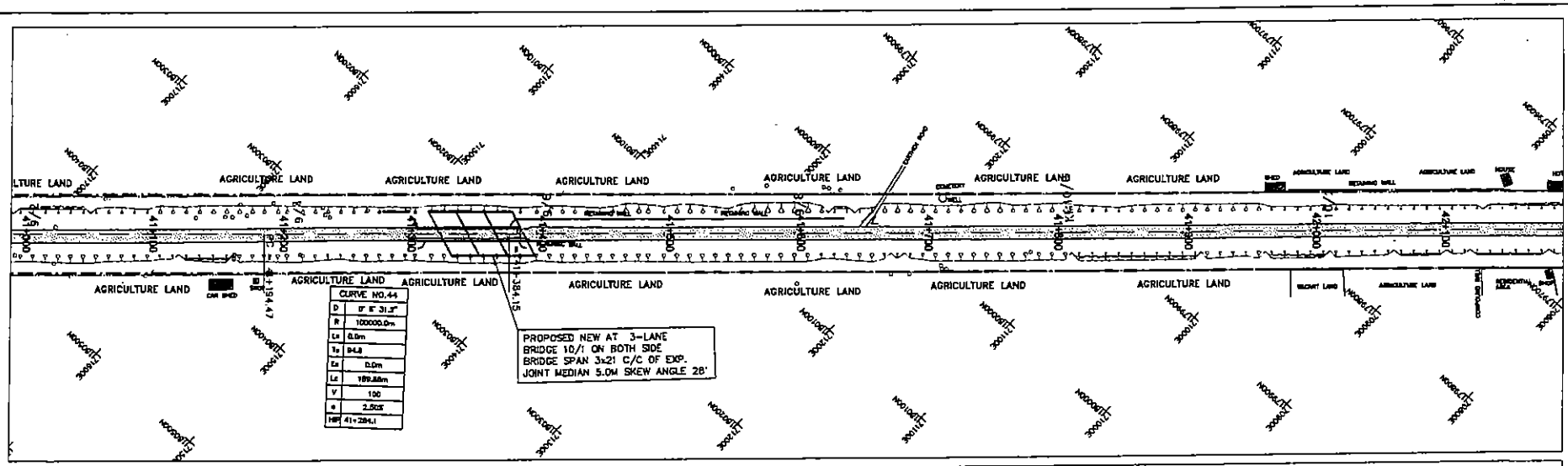
NATIONAL HIGHWAYS AUTHORITY OF INDIA

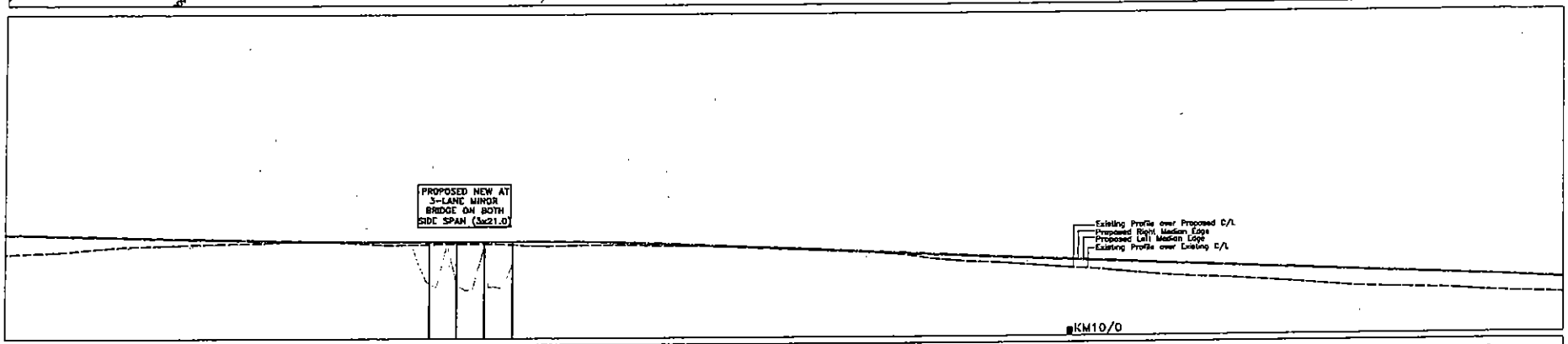
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

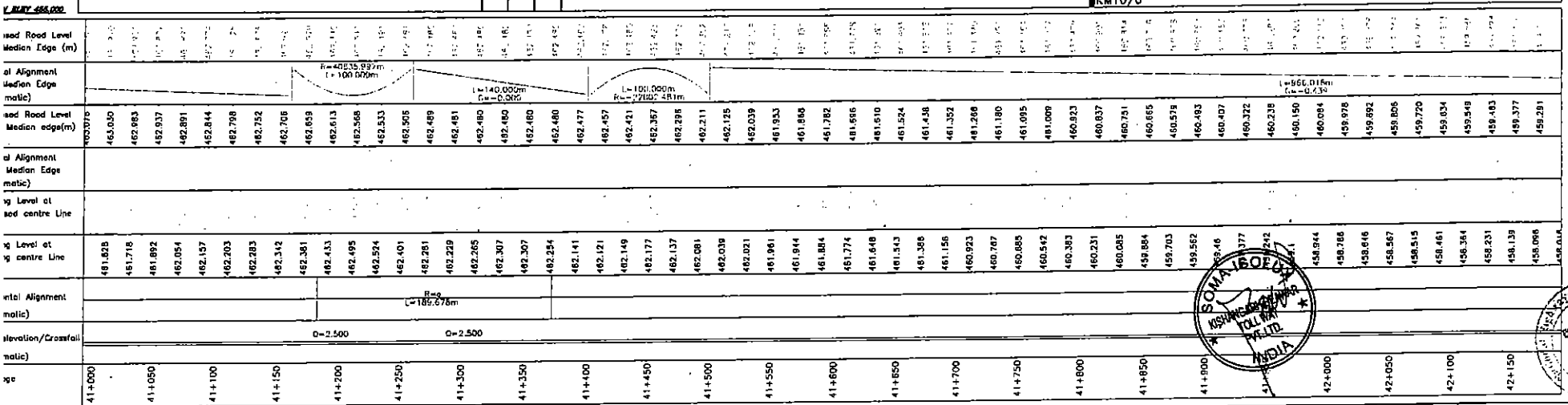
PLAN & PROFILE

Ch 40+000 to Ch 41+000

DRAWING NO.	NHAI/CEGL/NH-8/P&P/41		
DATE / JUNE 2007			
DRAWN (A)	DESIGNED (A)	CHECKED (C)	APPROVED (D)
SUNDERA	RAJESH GUPTA	S DATAL	







SOMA-160F
KISHANGARH TOLL HIGHWAY PVT. LTD.
INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 (0 25 50 75 100 125m; 0 2.5 5.0 7.5 10.0 12.5m) VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: 491-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@cegindia.com

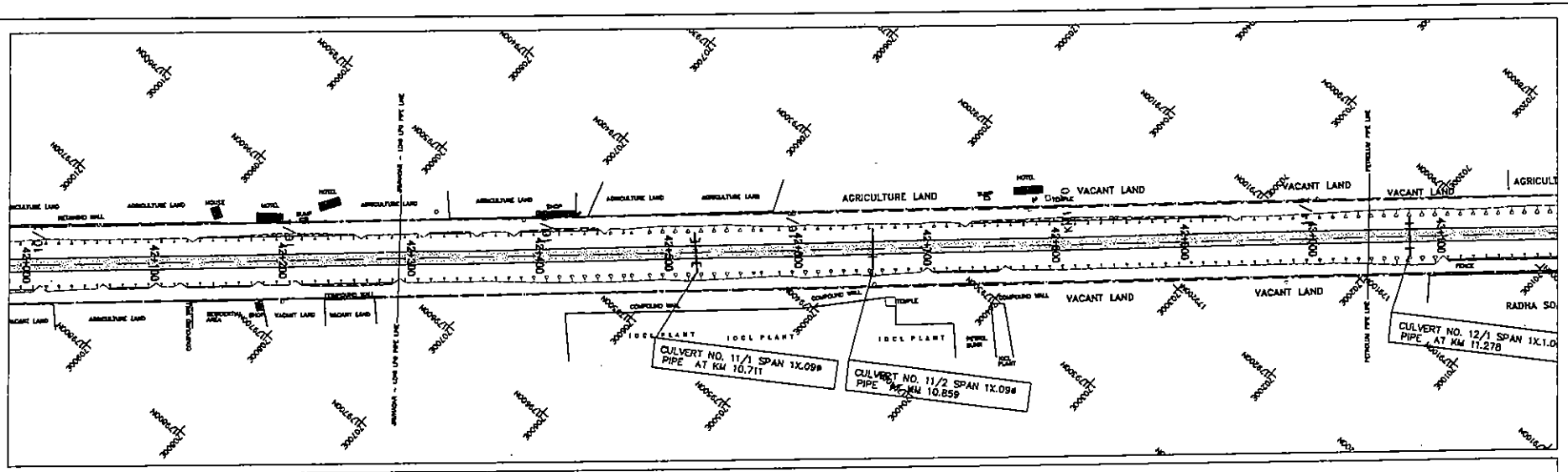
NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

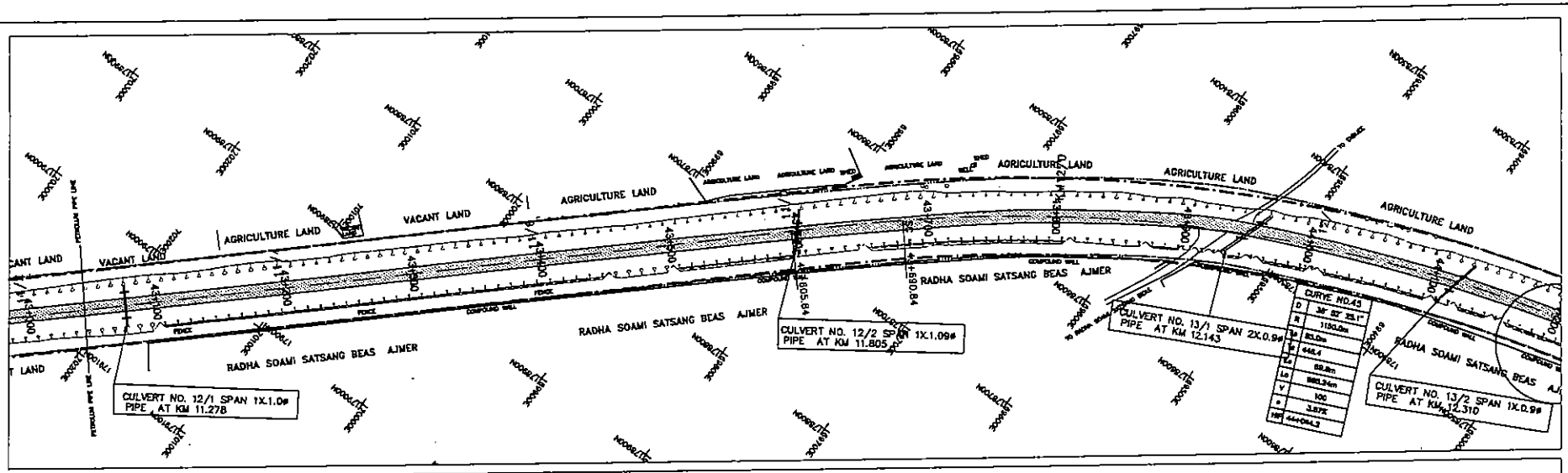
PLAN & PROFILE

Ch 41+000 to Ch 42+000

DRAWING NO.	NHAI/CEG/NH-8/PAP/42		
DATE : JUNE 2007			
DRAWN (S)	DESIGNED (S)	CHECKED (S)	APPROVED (S)
SURENDRA	RAJESH GUPTA	R DAYAL	


ISHANGARH
BEAWAR
AGRICULTURE LAND
VACANT LAND
IOCL PLANT
CULVERT NO. 11/1 SPAN 1X.09m PIPE AT KM 10.711
CULVERT NO. 11/2 SPAN 1X.09m PIPE AT KM 10.859
CULVERT NO. 12/1 SPAN 1X1.0 PIPE AT KM 11.278
RADHA SO
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
KM11/0

| | | |



Chainage	Road Level Median Edge (m)	Median Edge Alignment	Road Level Median edge(m)	Median Edge Alignment	Road centre Line Level	Centre Line Alignment	Crossfall/Superelevation	Chainage
43+000	456.784		456.784		455.329			43+000
43+025	456.743		456.743		455.24			43+025
43+050	456.702		456.702		455.101			43+050
43+075	456.660		456.660		454.966			43+075
43+100	456.619		456.619		454.834			43+100
43+125	456.578		456.578		454.69			43+125
43+150	456.536		456.536		454.852			43+150
43+175	456.495		456.495		454.834			43+175
43+200	456.454		456.454		454.858			43+200
43+225	456.412		456.412		454.837			43+225
43+250	456.371		456.371		454.791			43+250
43+275	456.330		456.330		454.74			43+275
43+300	456.288		456.288		454.699			43+300
43+325	456.247		456.247		454.666			43+325
43+350	456.206		456.206		454.593			43+350
43+375	456.164		456.164		454.589			43+375
43+400	456.123		456.123		454.597			43+400
43+425	456.082		456.082		454.571			43+425
43+450	456.040		456.040		454.539			43+450
43+475	455.999		455.999		454.537			43+475
43+500	455.958		455.958		454.529			43+500
43+525	455.916		455.916		454.531			43+525
43+550	455.875		455.875		454.555			43+550
43+575	455.834		455.834		454.595			43+575
43+600	455.792		455.792		454.632			43+600
43+625	455.751		455.751		454.647			43+625
43+650	455.710		455.710		454.652			43+650
43+675	455.668		455.668		454.642			43+675
43+700	455.627		455.627		454.572			43+700
43+725	455.586		455.586		454.553			43+725
43+750	455.544		455.544		454.535			43+750
43+775	455.503		455.503		454.523			43+775
43+800	455.462		455.462		454.511			43+800
43+825	455.420		455.420		454.502			43+825
43+850	455.379		455.379		454.532			43+850
43+875	455.338		455.338		454.56			43+875
43+900	455.296		455.296		454.588			43+900
43+925	455.255		455.255		454.383			43+925
43+950	455.214		455.214		454.308			43+950
43+975	455.172		455.172		454.205			43+975
44+000	455.131		455.131		454.153			44+000
44+025	455.090		455.090		454.114			44+025
44+050	455.049		455.049		453.994			44+050
44+075	455.007		455.007		453.948			44+075
44+100	454.966		454.921		453.899			44+100
44+125	454.921		454.863		453.738			44+125
44+150	454.863		454.793		453.656			44+150
44+175	454.793		454.711		453.527			44+175
44+200	454.711		454.618		453.479			44+200
44+225	454.618		454.513		453.373			44+225
44+250	454.513		454.409		453.295			44+250
44+275	454.409		454.308		453.188			44+275
44+300	454.308		454.202		453.099			44+300
44+325	454.202		454.099		452.983			44+325
44+350	454.099		453.995		452.864			44+350
44+375	453.995		453.892		452.811			44+375
44+400	453.892		453.788		452.725			44+400
44+425	453.788		453.684		452.592			44+425
44+450	453.684				452.513			44+450

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

CONSULTING ENGINEERS GROUP LTD.
E-12,Moji Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegjlb@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

Ch 43+000 to Ch 44+000

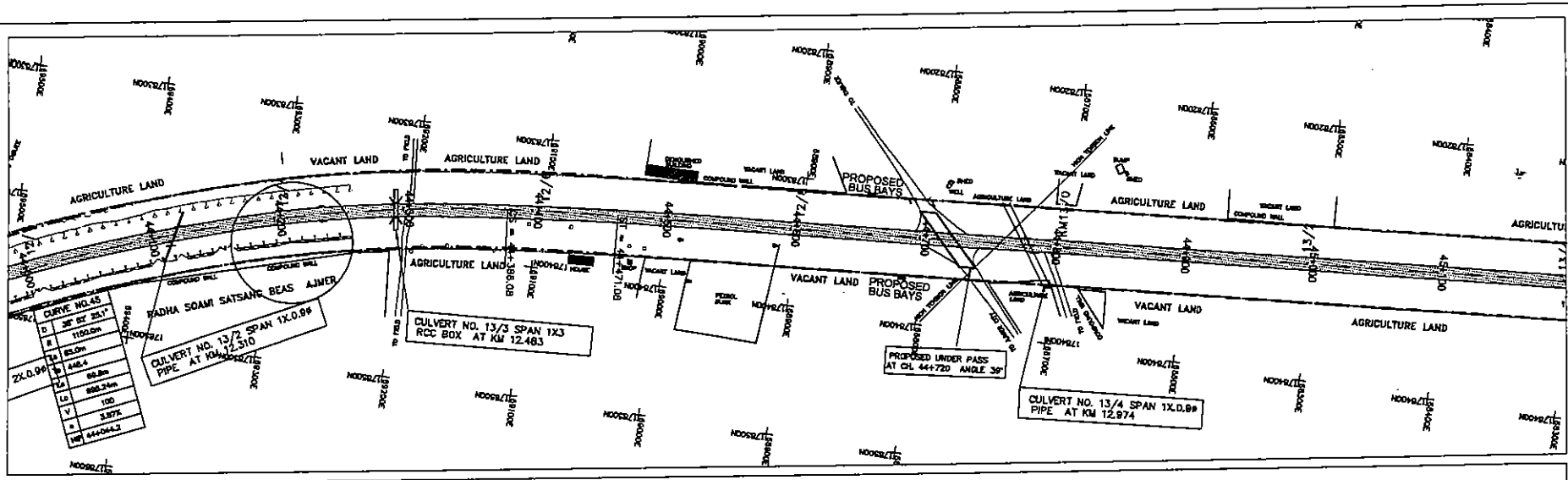
DRAWING NO. NHAI/CEG/NH-8/P&P/44
DATE : JUNE 2007
DRAWN (A) | DESIGNED (A) | CHECKED (C) | APPROVED (C)
SURENDRA | RAJESH GUPTA | S. DASH

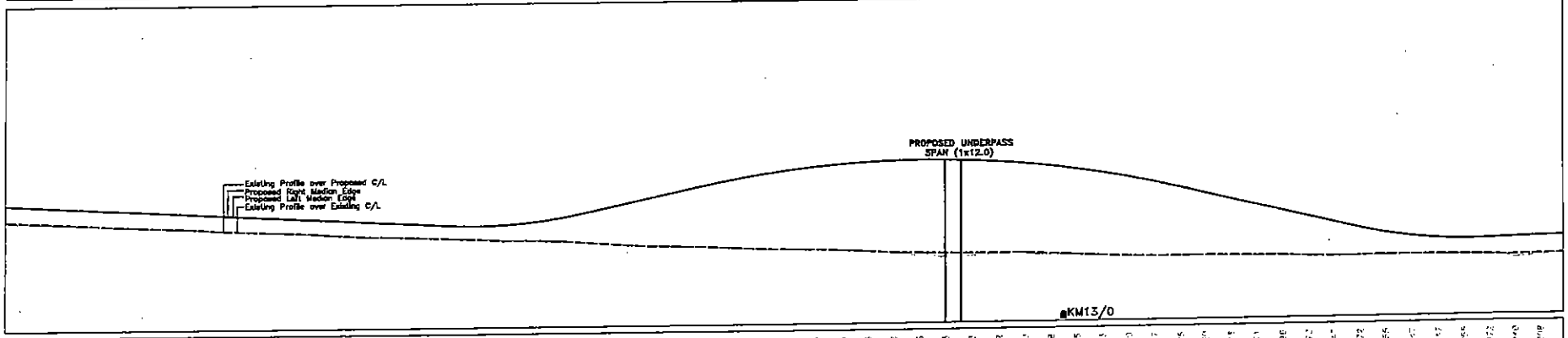
PLAN & PROFILE
DESCRIPTION OF REVISIONS

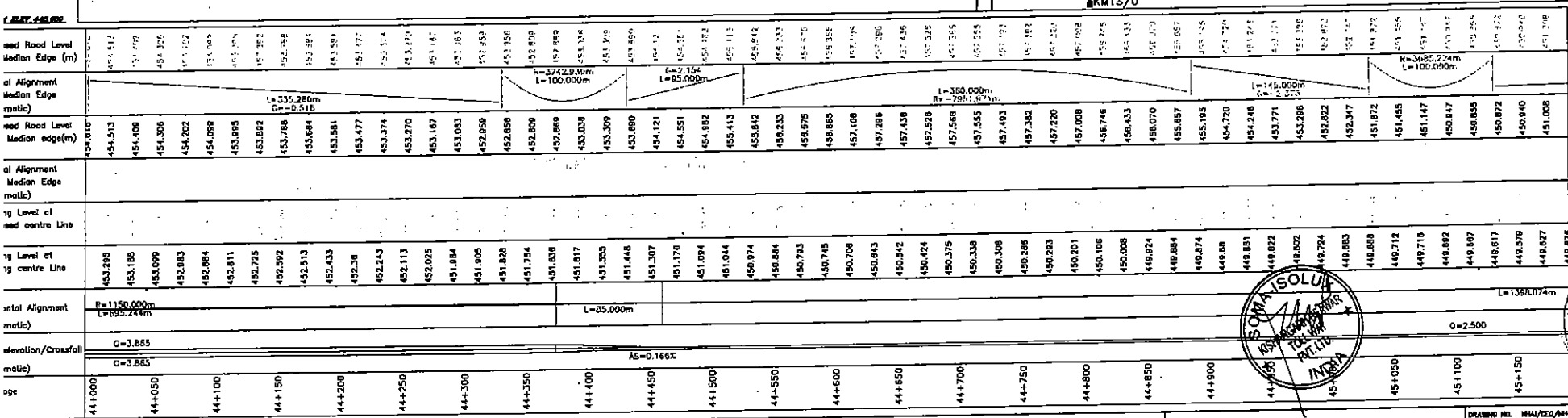
INITIALS

RE

E





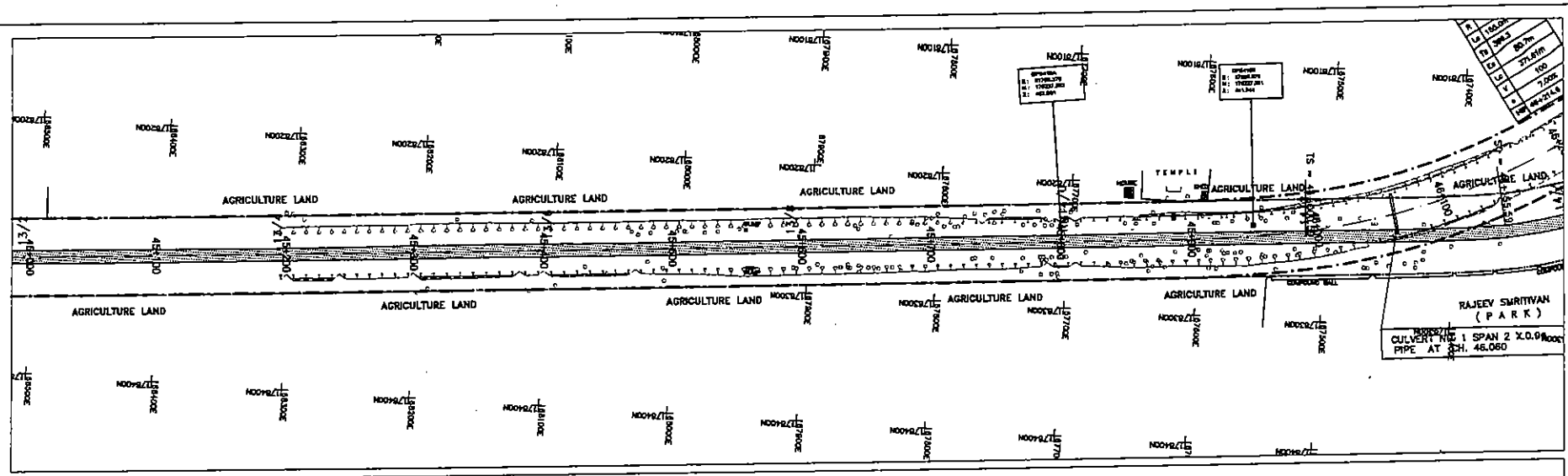


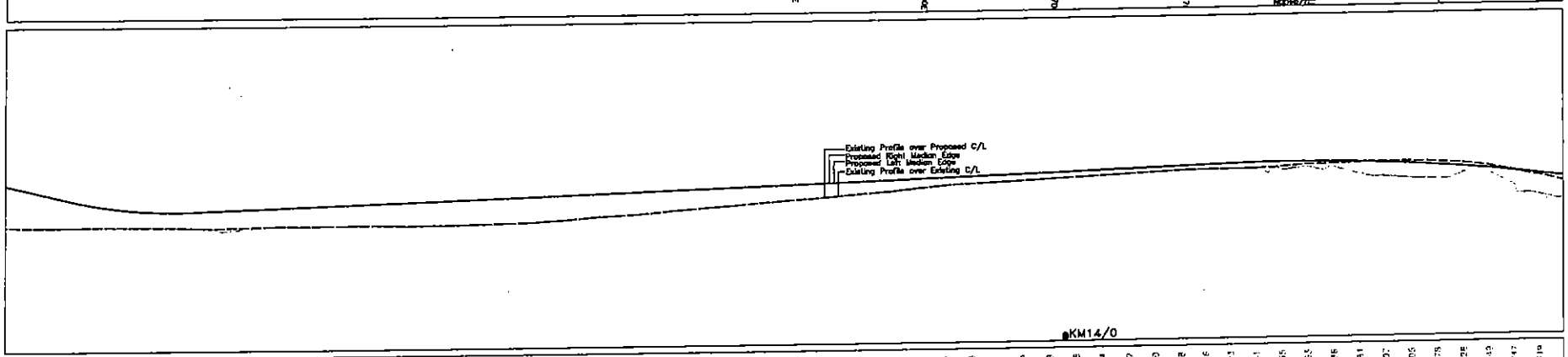
SOMA ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

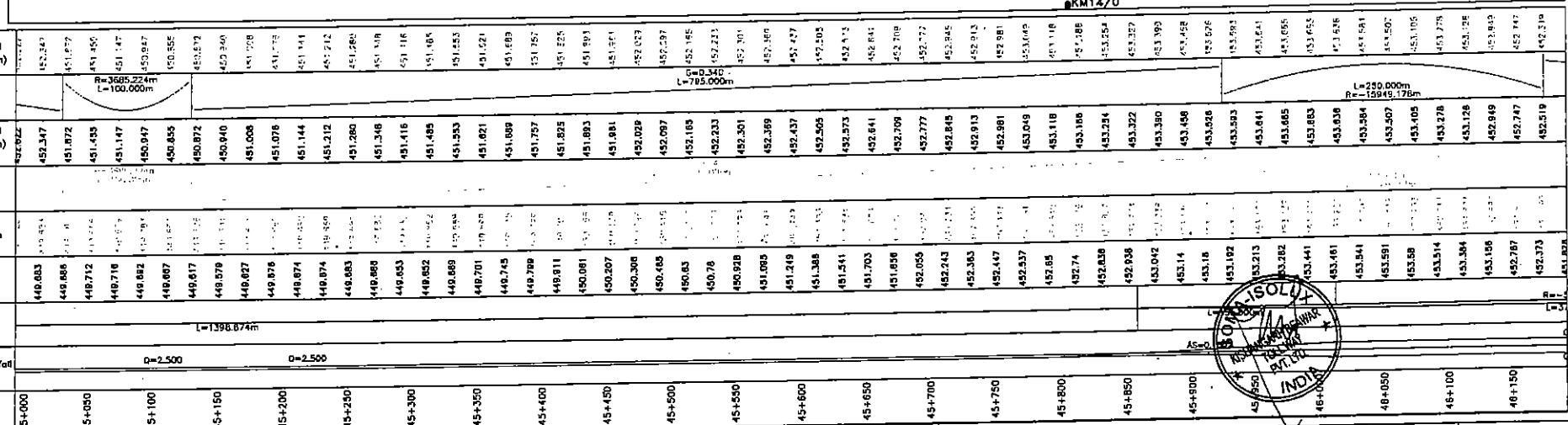
CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/ECO/NH-8/P&P/45
	4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 44+000 to Ch 45+000	DATE : JUNE 2007
			DRAWN (A) RAJESH GUPTA DESIGNED (A) CHECKED (C) APPROVED (D)

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

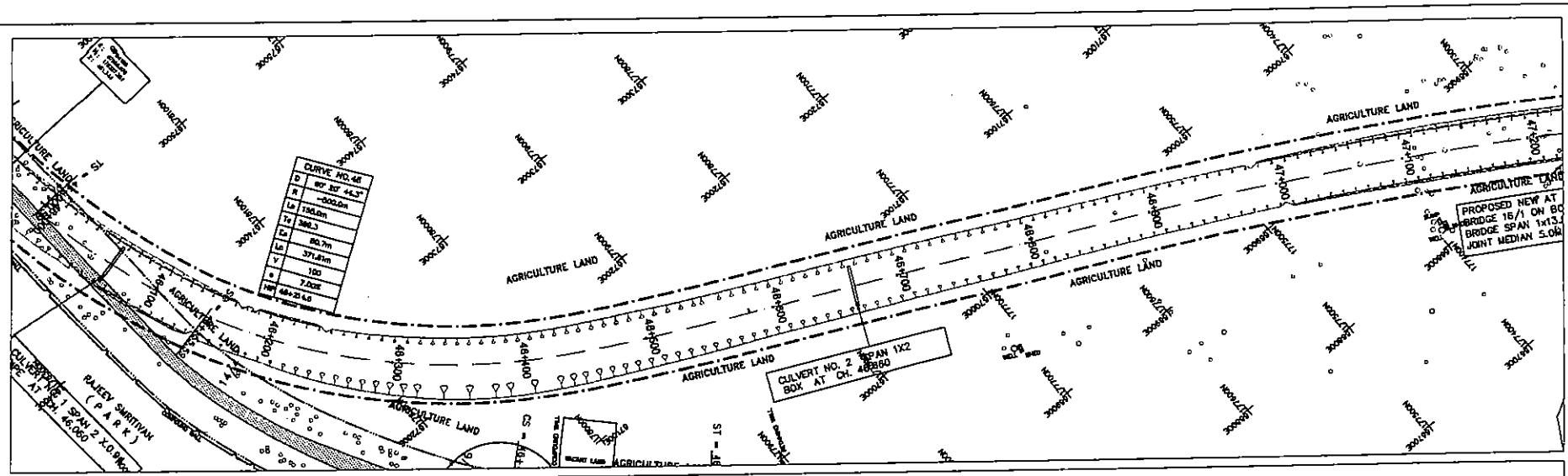
PLAN & PROFILE
DESCRIPTION OF REVISIONS
IMPERIALS

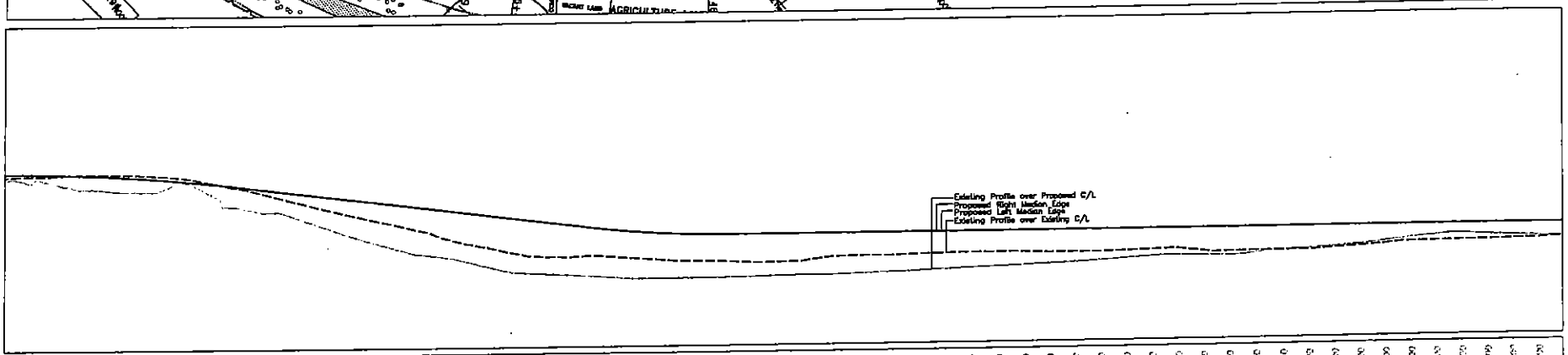

AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
TEMPLE
RAJEEV SMRITIVAN
(P A R K)
CULVERT NO. 1 SPAN 2 X 0.9m
PIPE AT CH. 46.060
SHANGARH
BEAWAR

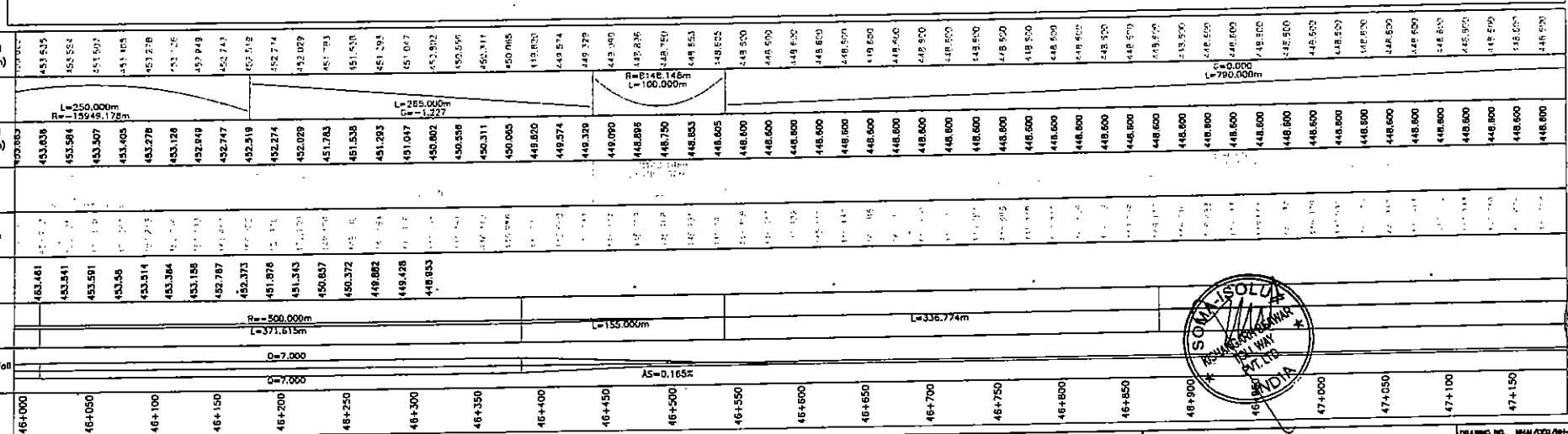

Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
KM14/0


R=3685.224m
L=100.000m
L=795.000m
L=250.000m
L=1398.874m
D=2.500
D=2.500

| | | |





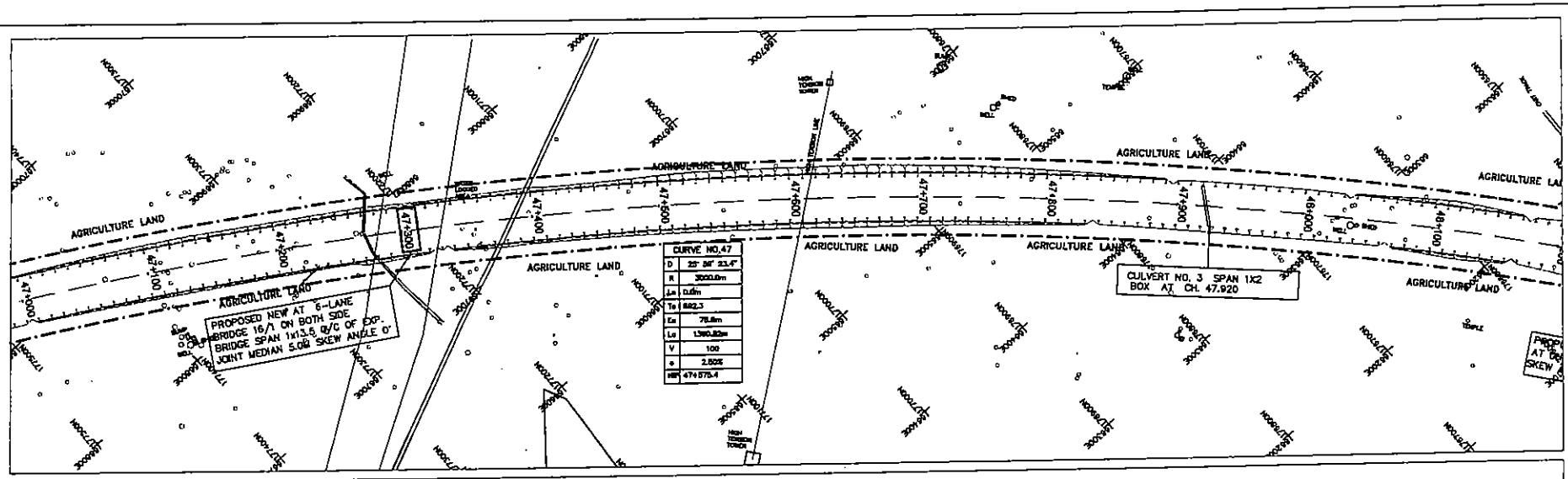


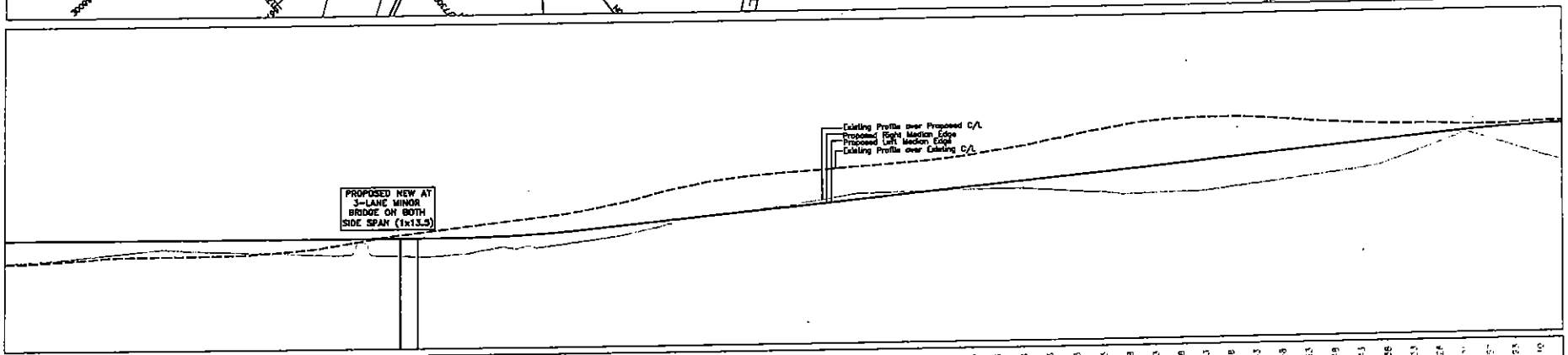
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Sec-J Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegj@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 46+000 to Ch 47+000	DRAWING NO. NHAI/CEG/NH-8/P&P/47 DATE : JUNE 2017 DRAWN (A) SHENDRA DESIGNED (A) RAJEEV GUPTA CHECKED (C) DATE APPROVED (D)	REV E

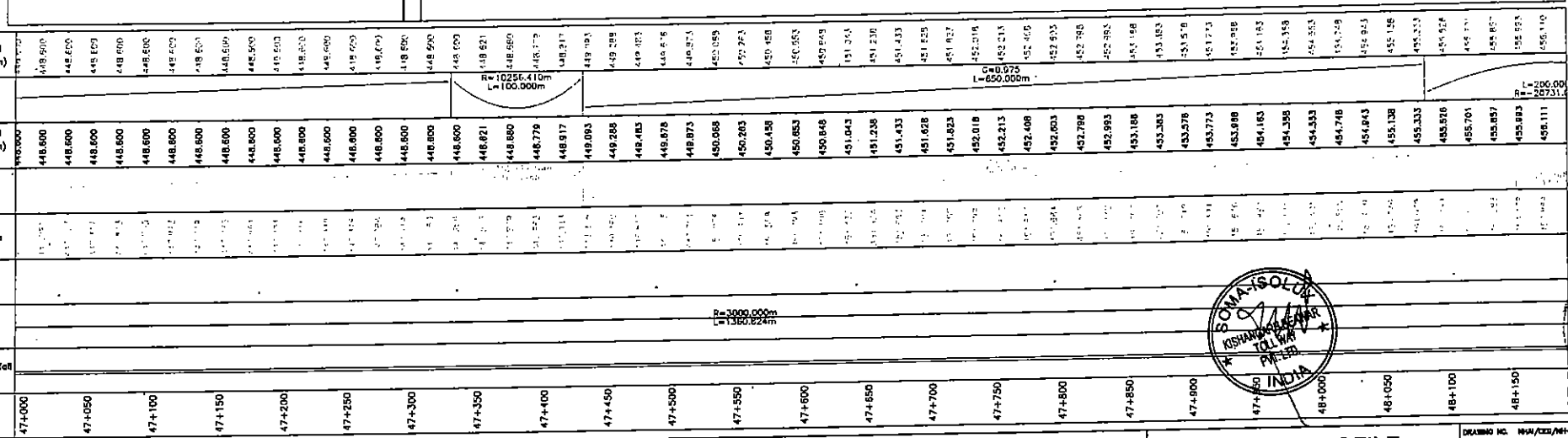
SOMA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

007





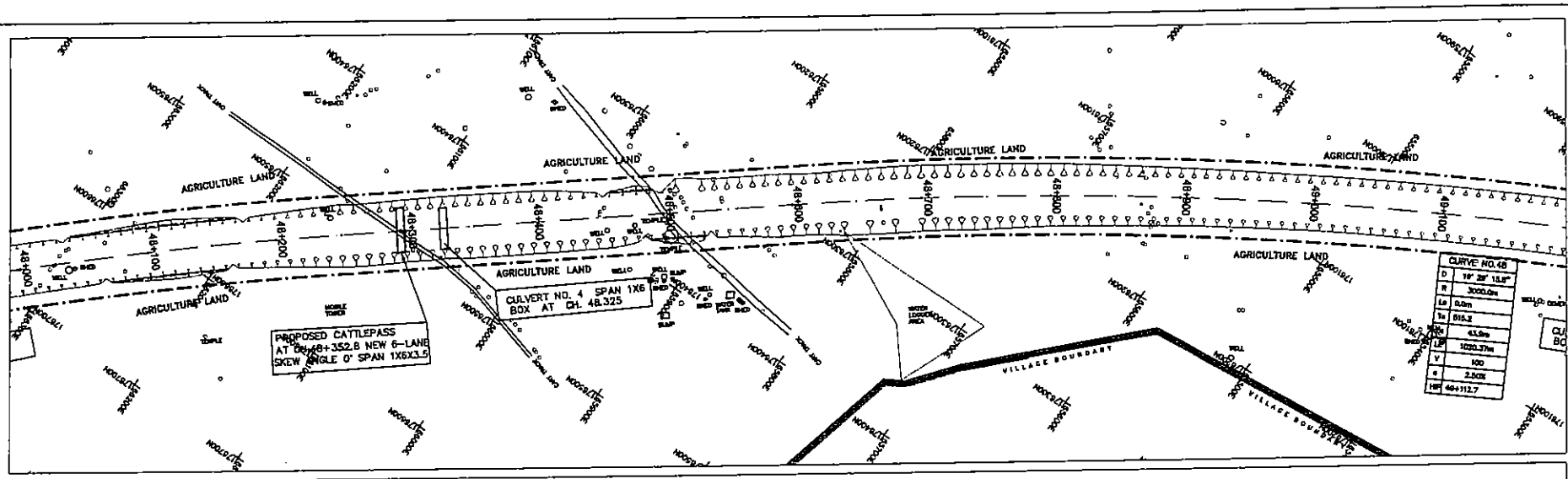


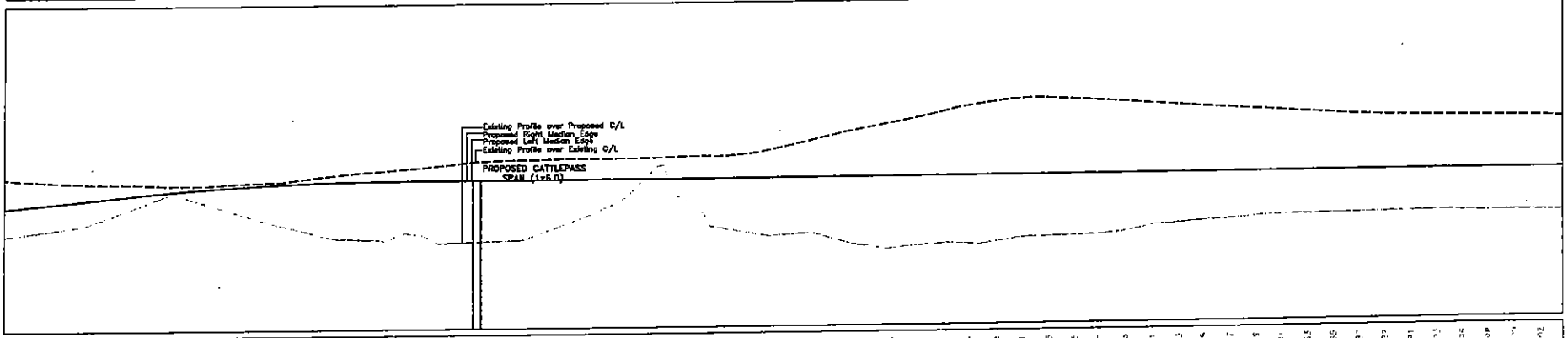
SOMA-ISOLUX
KISHANGARH-BEAWAR TOLLWAY PVT. LTD.
INDIA

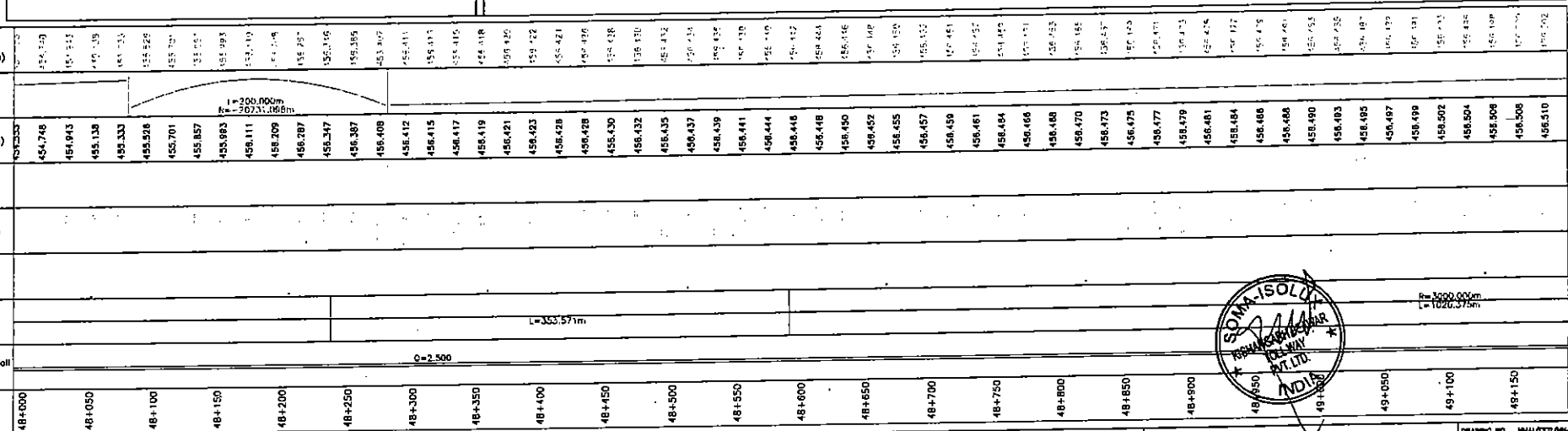
CONSULTING ENGINEERS GROUP LTD. E-12,Moji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/CEG/NH-8/P&P/48
	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 47+000 to Ch 48+000	DATE : JUNE 2007
			DRAWN (A) SURESH GUPTA
			CHECKED (B)
			APPROVED (C)
			REVISED (A) & DATE

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

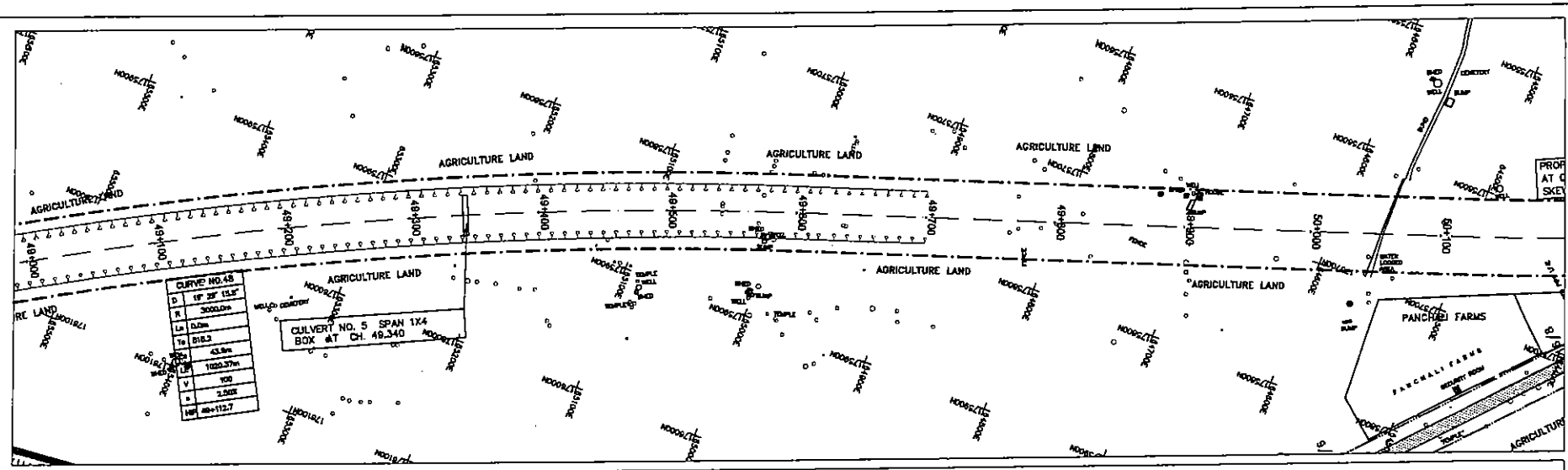


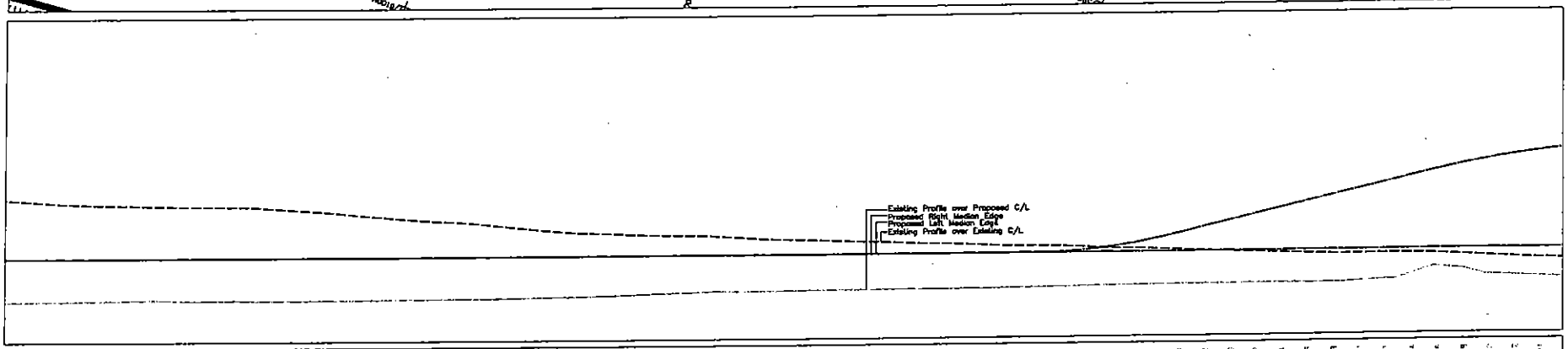


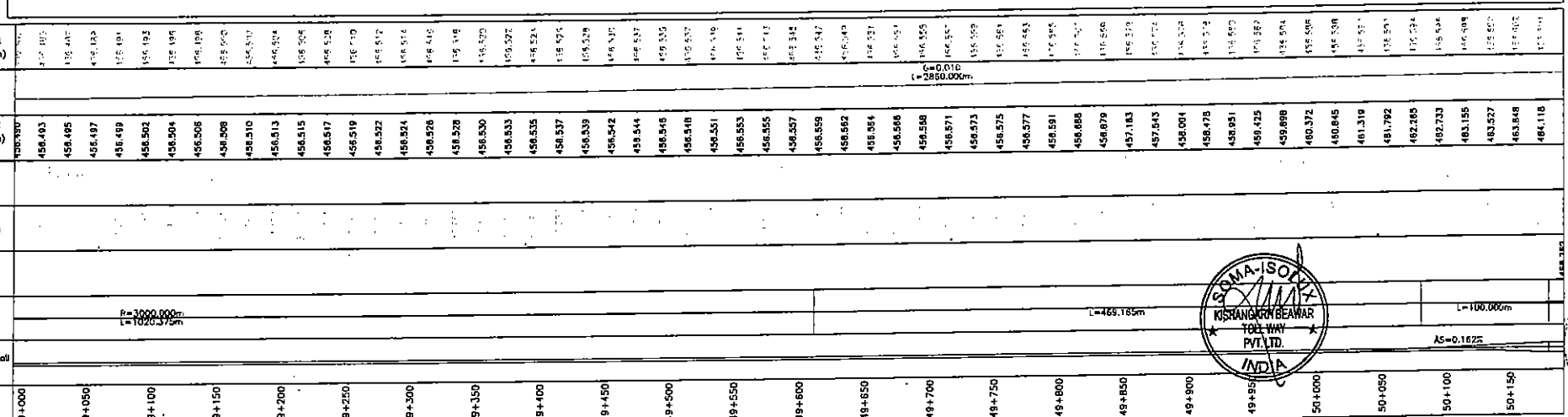


SOMA-ISOLUX ENGINEERING PVT. LTD. INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@cegIndia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 48+000 to Ch 49+000	DRAWING NO. NHAI/CCR/NH-8/P&P/48 DATE : JUNE 2007 DRAWN (A) SURENDRA DESIGNED (B) RAJESH GUPTA CHECKED (C) B. DATE APPROVED (D)	REV E







SOMA-ISOLUX
KISHANGARH BEAWAR TOLL WAY PVT. LTD.
INDIA

National Highways Authority of India

PLAN & PROFILE

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

CONSULTING ENGINEERS GROUP LTD.
E-12,Moji Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegl@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

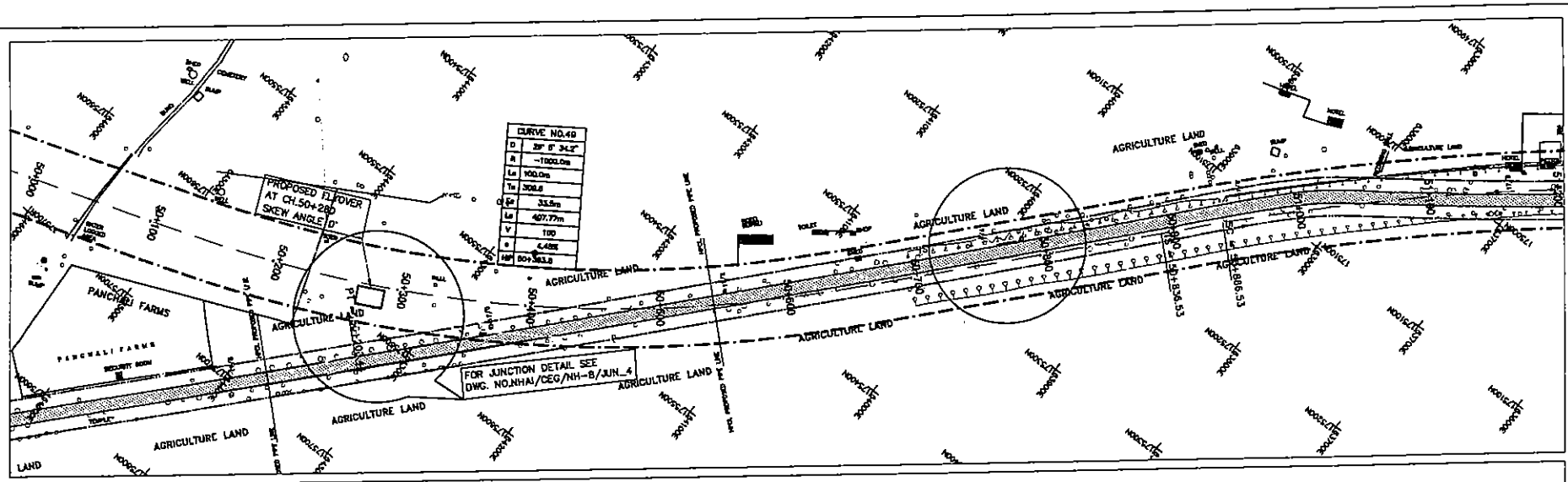
PLAN & PROFILE

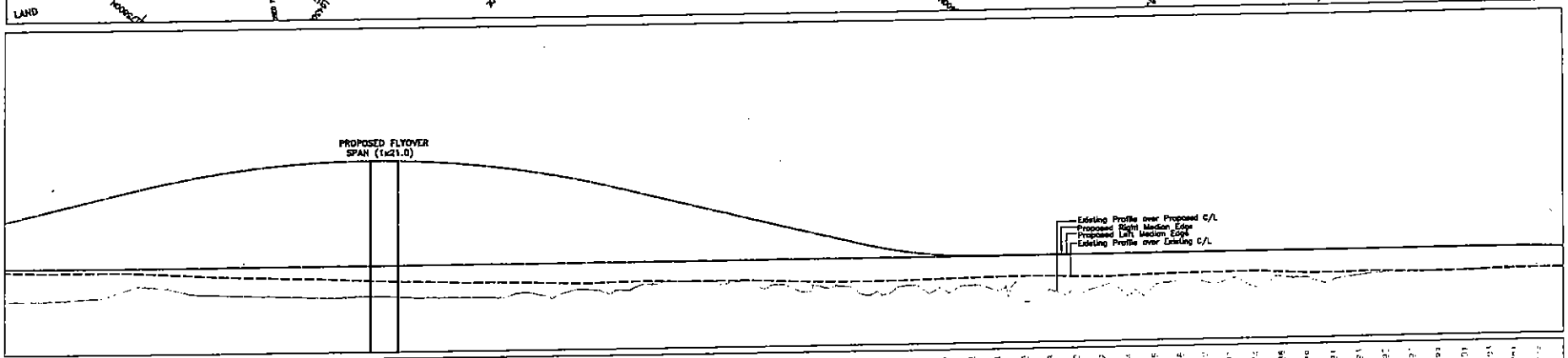
Ch 49+000 to Ch 50+000

DRAWING NO. NHAI/CEG/NH-8/P&P/50

REV E

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS





	50+000	50+050	50+100	50+150	50+200	50+250	50+300	50+350	50+400	50+450	50+500	50+550	50+600	50+650	50+700	50+750	50+800	50+850	50+900	50+950	51+000	51+050	51+100	51+150
sed Road Level Median Edge (m)																								
al Alignment Median Edge matic)																								
sed Road Level Median edge(m)	480.372	480.845	481.319	481.792	482.265	482.733	483.155	483.527	483.848	484.118	484.337	484.505	484.622	484.689	484.704	484.669	484.583	484.446	484.258	484.019	483.730	483.389	482.998	482.556	482.069	481.536	481.083	460.590	460.097	459.604	459.110	458.617	458.124	457.644	457.250	456.955	456.759	456.663	456.653	456.655	456.658	456.660	456.663	456.666	456.668	458.671	456.673	456.676	456.678	456.681	456.683	456.686	456.688	456.691	456.694	456.696	456.699	458.701	456.700	458.675
al Alignment Median Edge matic)																								
ig Level at sed centre Line																								
ig Level at ig centre Line																								
ntal Alignment matic)			L=100.000m																					
elevation/Crossfall matic)			AS=0.162%																					
age																								

455.752 455.673 455.64 455.544 455.453 455.372 455.339 455.258 455.228 455.218 455.171 455.098 455.05 455.101 455.144 455.139 455.095 455.088 455.1 455.047 454.997 454.897 454.858 454.865 454.878 454.912 454.868 454.994 455.032 455.05 455.026 454.987 454.901 454.868 455.022 455.064 455.095 455.096 455.12 455.133 455.121 455.111 454.942 454.897 454.897 454.885 454.902 454.935 455.004 455.036

R=-1000.000m L=407.766m | L=100.000m | L=199.622m | L=50.000m

O=4.444 | O=4.444 | AS=0.162%

SOMA ASSOCIATES KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

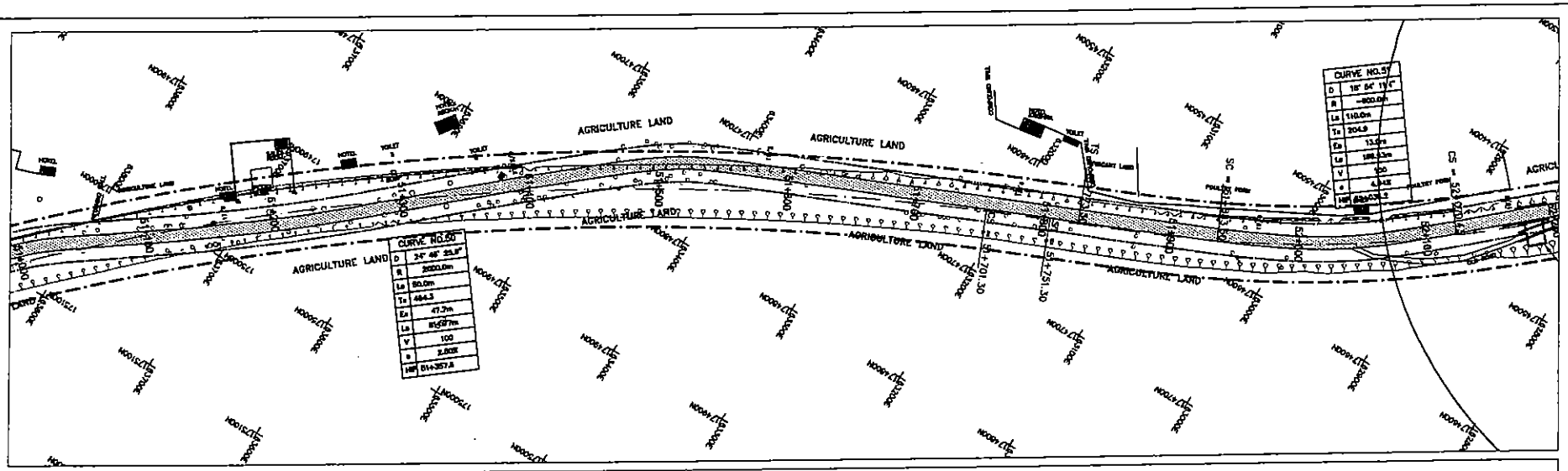
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

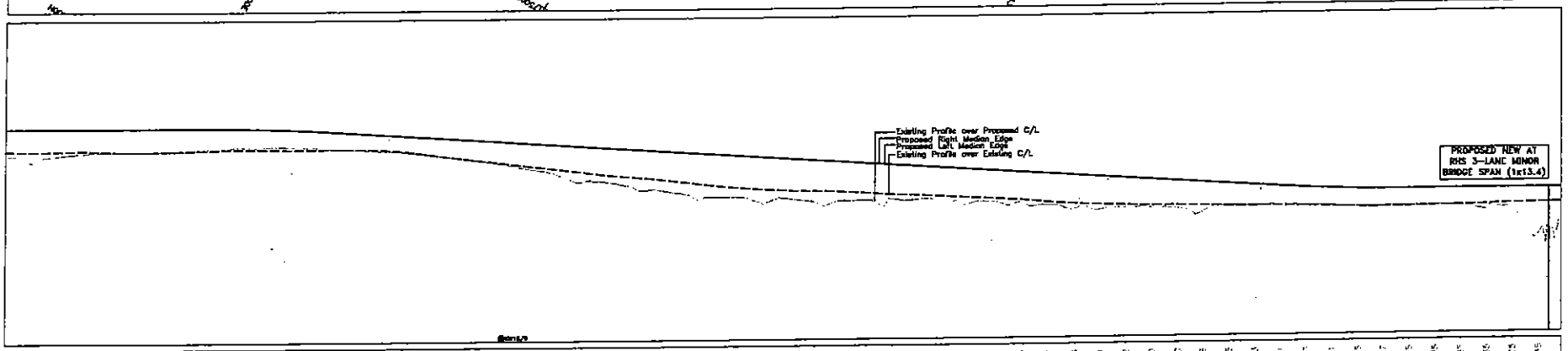
CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegjpc@gmail.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

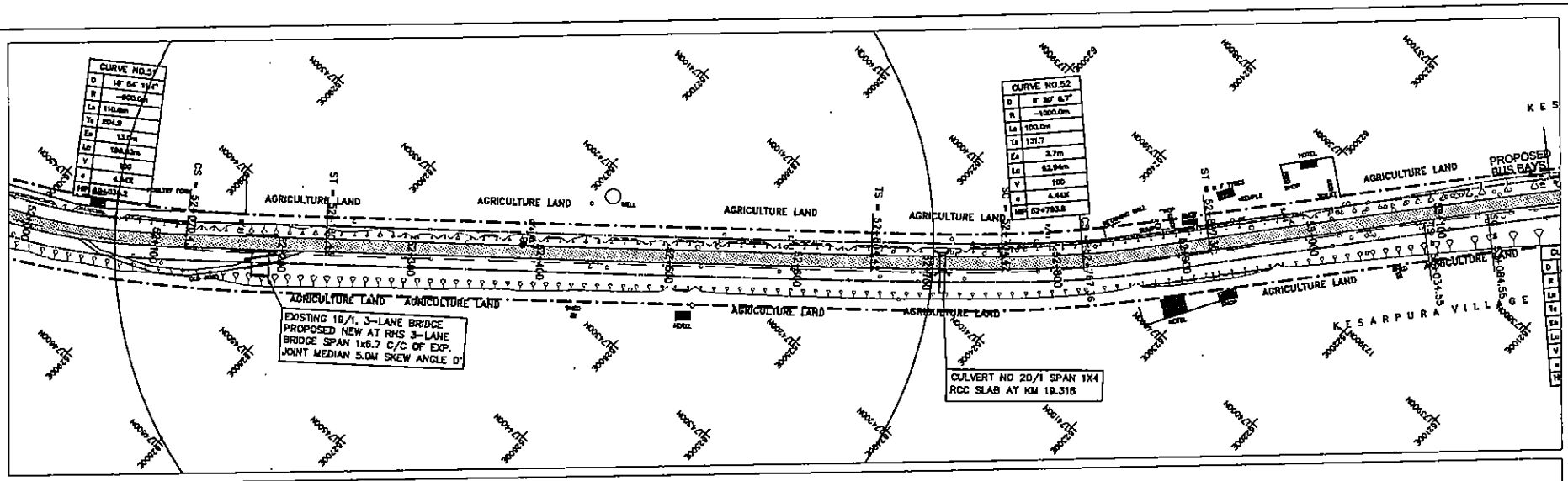
PLAN & PROFILE
Ch 50+000 to Ch 51+000

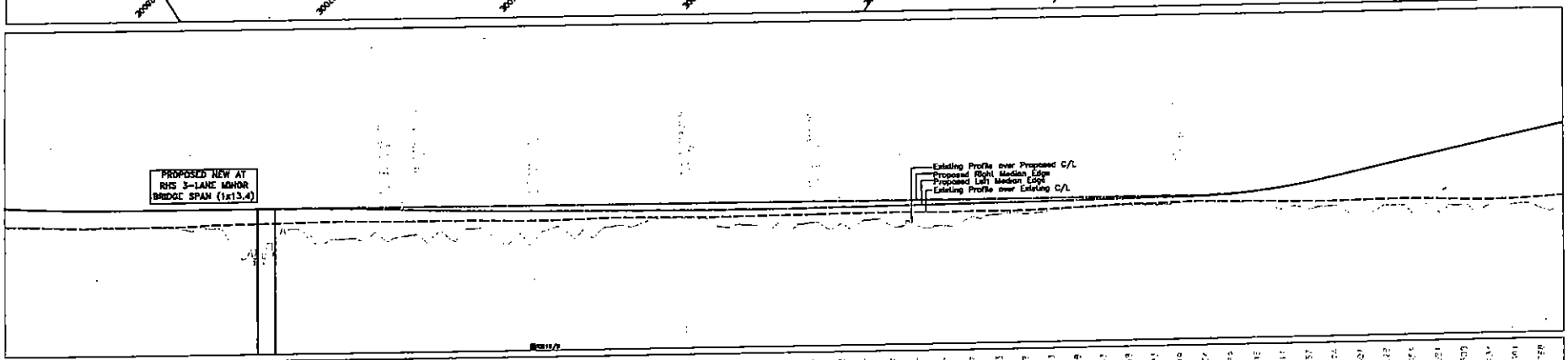
DRAWING NO. NHAI/CEG/NH-8/PnP/01
DATE : JUNE 2007
DRAWN (A) | DESIGNED (A) | CHECKED (C) | APPROVED (D)
SURENDRA | RAJESH GUPTA | S DATAL

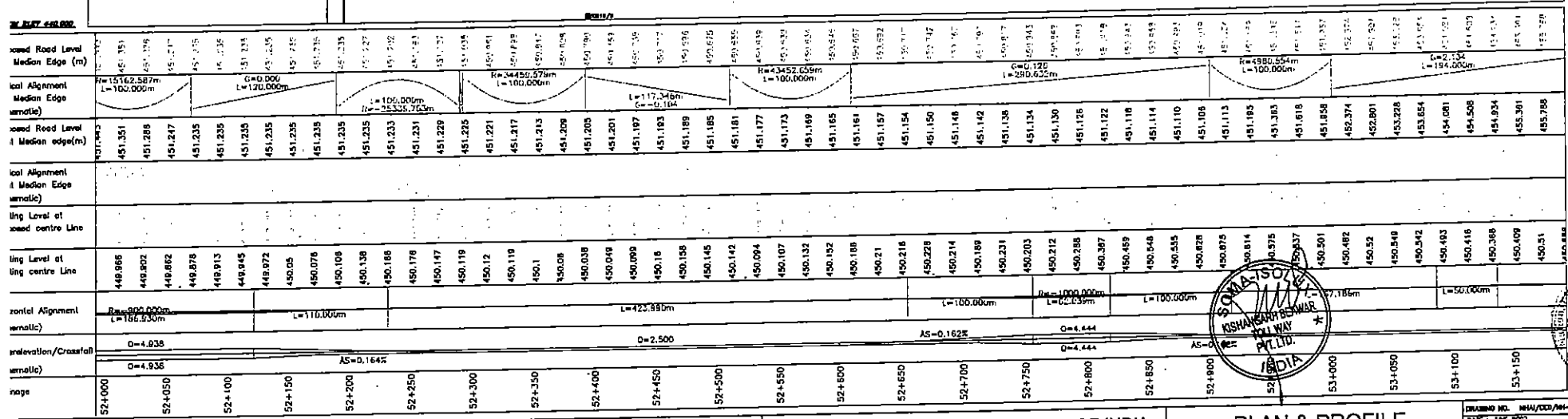

AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
CURVE NO.01
D 24° 48' 25.8"
R 2000.0m
Ls 80.0m
Ts 464.3
Es 47.7m
Ls 814.077m
V 100
e 2.5%
Ch 814+357.8
CURVE NO.5
D 18° 54' 19.1"
R 600.0m
Ls 110.0m
Ts 204.9
Es 13.0m
Ls 386.53m
V 100
e 6.0%
Ch 835+06.3
KISHANGARH
BEAWAR


Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
PROPOSED NEW AT RHS 3-LANE MINOR BRIDGE SPAN (1x13.4)

| | | |



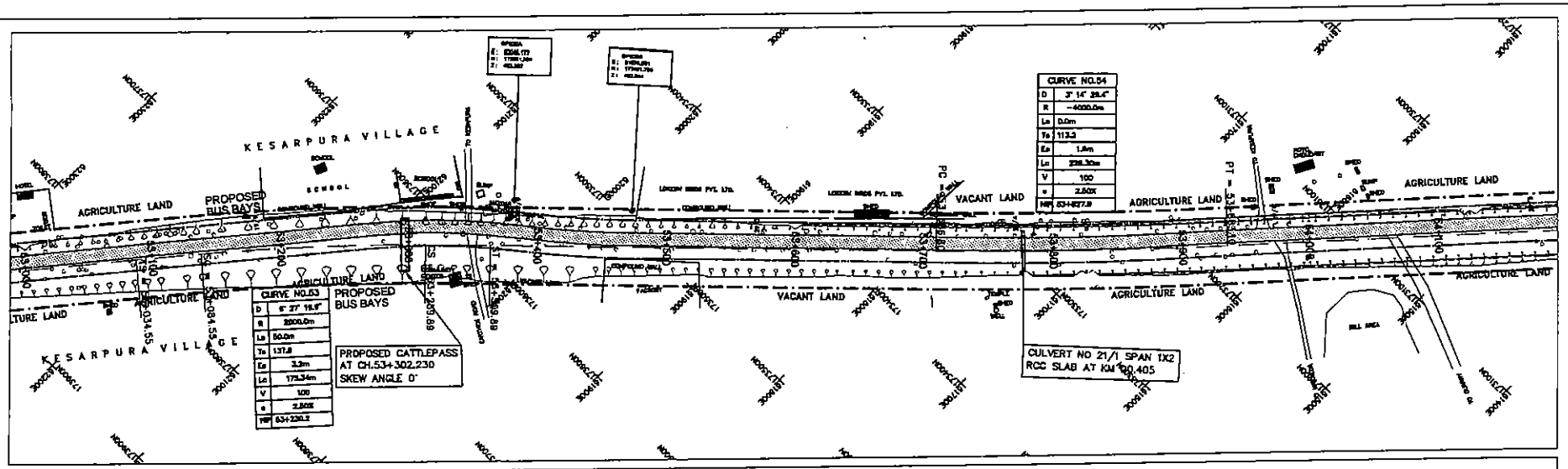


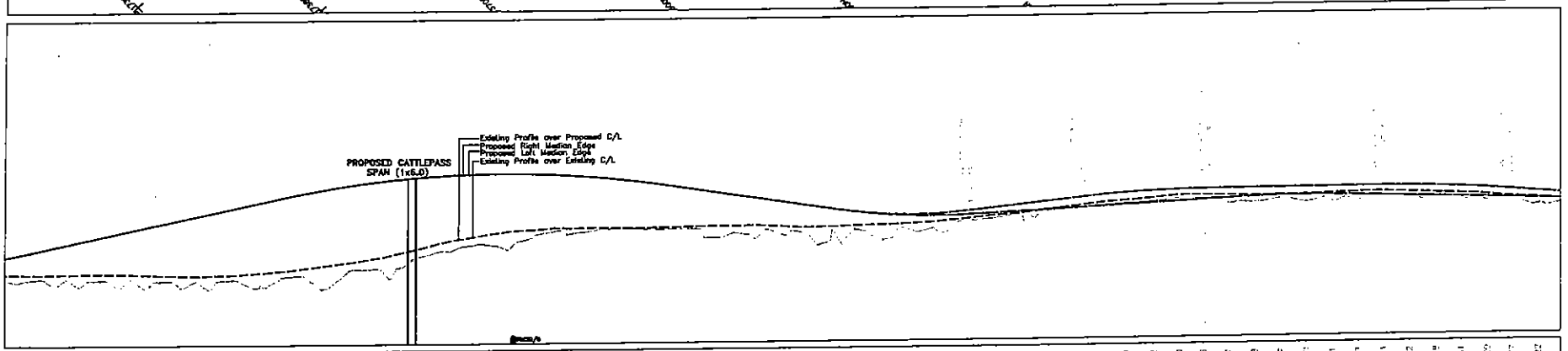


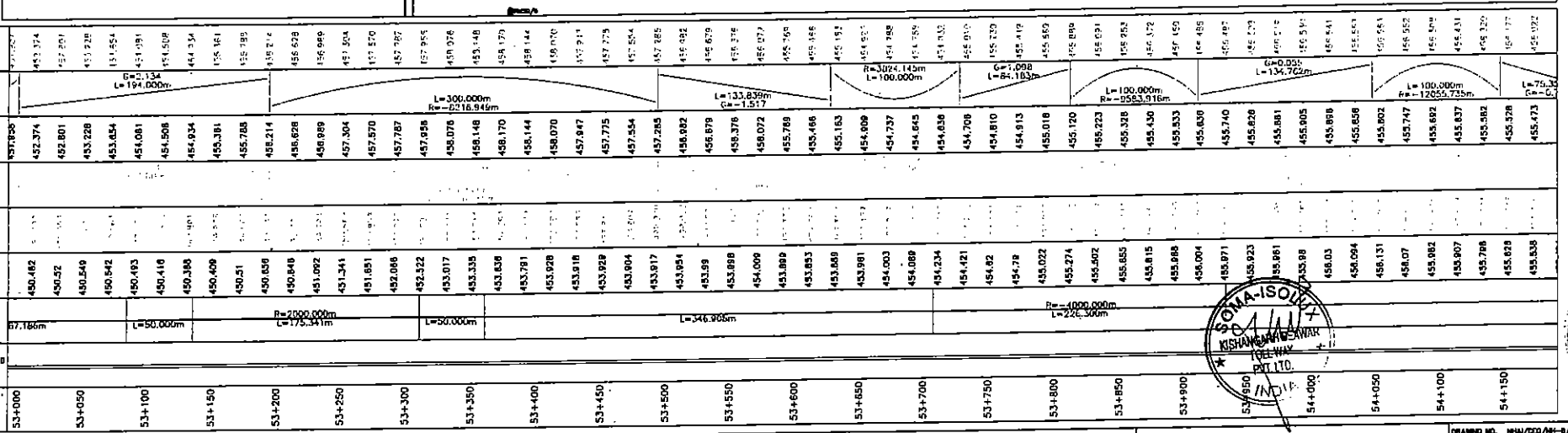
SOMA-ISOL KISHANGARH BEAWAR TOLL WAY PVT.LTD. INDIA

	PLAN & PROFILE					
	DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500	CONSULTING ENGINEERS GROUP LTD.	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE
			VERTICAL SCALE 1:250	E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax 2521899, E-Mail:cegc@cegindia.com	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 52+000 to Ch 53+000

DRAWING NO. NHAI/CCD/NH-8/PMP/53
DATE : JUNE 2007
DRAWN (A) | DESIGNED (S) | CHECKED (C) | APPROVED (E)
RAJESH GUPTA

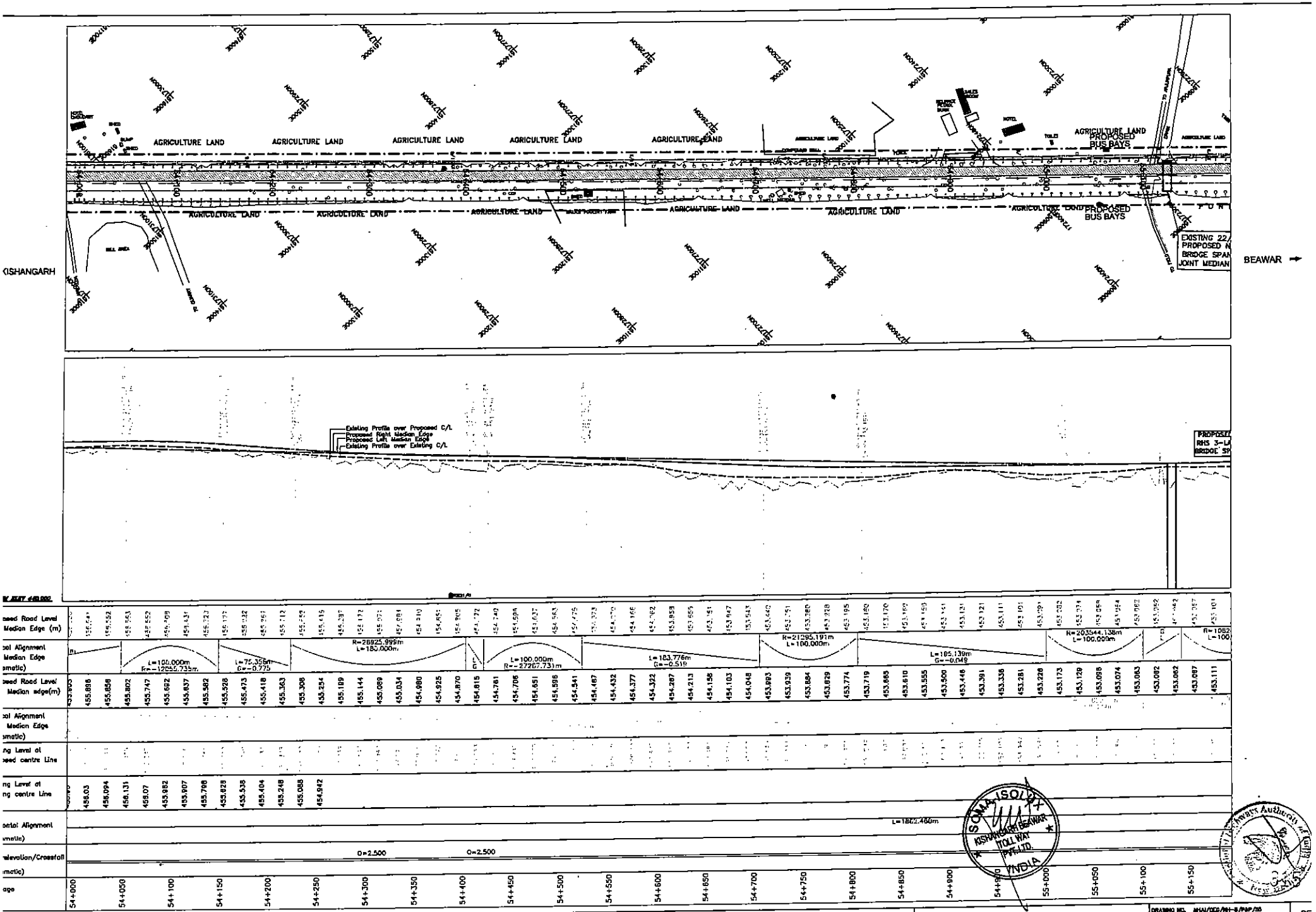






SOMA-ISOLUX
KISHANGARH-BEAWAR TOLL WAY PVT. LTD.
INDIA

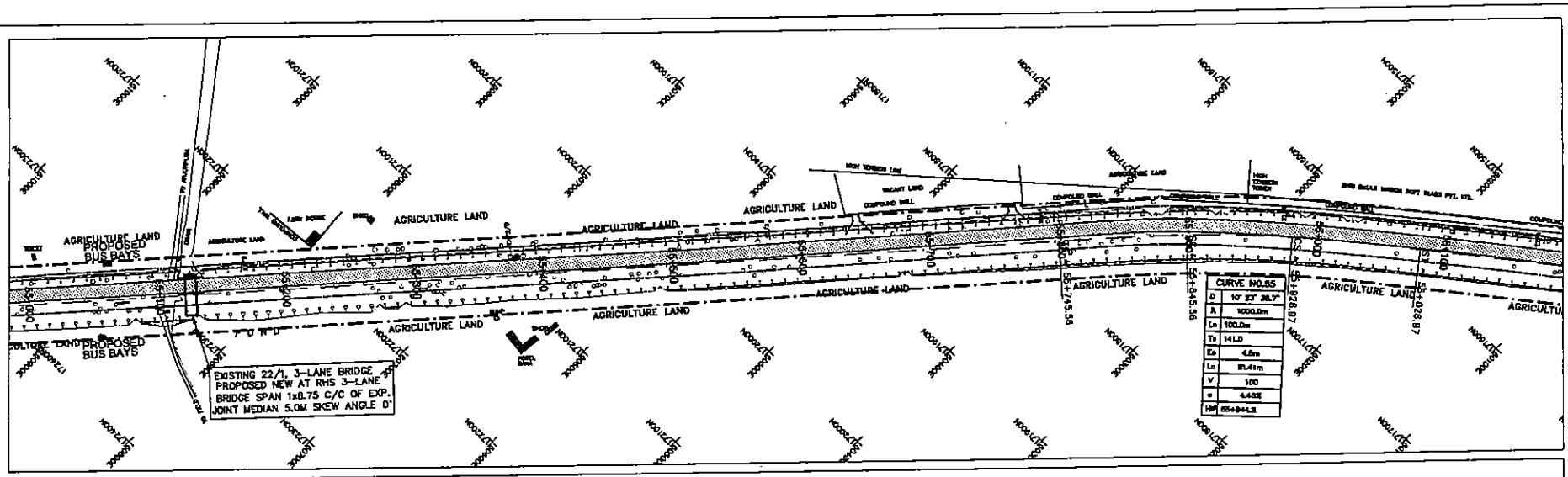
PLAN & PROFILE DESCRIPTION OF REVISIONS	DETAILS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520898, 2521899, 2520556 Fax: 2521899, E-Mail: cegjpur@india.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 53+000 to Ch 54+000	DRAWING NO. NHAI/CEO/NH-8/PAP/54 DATE: 1 JUNE 2007 DRAWN (A) RAJESH GUPTA CHECKED (C) APPROVED (D)

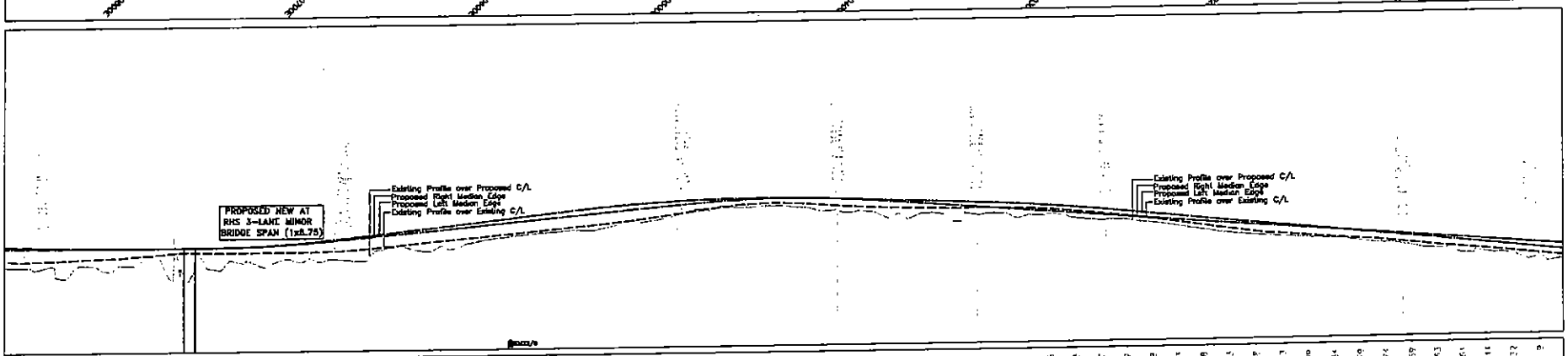

KISHANGARH
BEAWAR
AGRICULTURE LAND
PROPOSED BUS BAYS
EXISTING 22
PROPOSED N
BRIDGE SPAN
JOINT MEDIAN
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
PROPOSE
RHS 3-LA
BRIDGE SP
L=100.000m R=-12655.735m
L=75.356m G=-0.775
R=28825.999m L=180.000m
L=100.000m R=-27267.731m
L=183.776m G=-0.519
R=21295.191m L=100.000m
L=185.139m G=-0.049
R=20344.138m L=100.000m
R=1082
L=100
L=1862.480m
O=2.500
O=2.500
54+000
54+050
54+100
54+150
54+200
54+250
54+300
54+350
54+400
54+450
54+500
54+550
54+600
54+650
54+700
54+750
54+800
54+850
54+900
54+950
55+000
55+050
55+100
55+150
SONA ISOLD
KISHANGARH BEAWAR
TOLL WAY
PVT. LTD.
INDIA

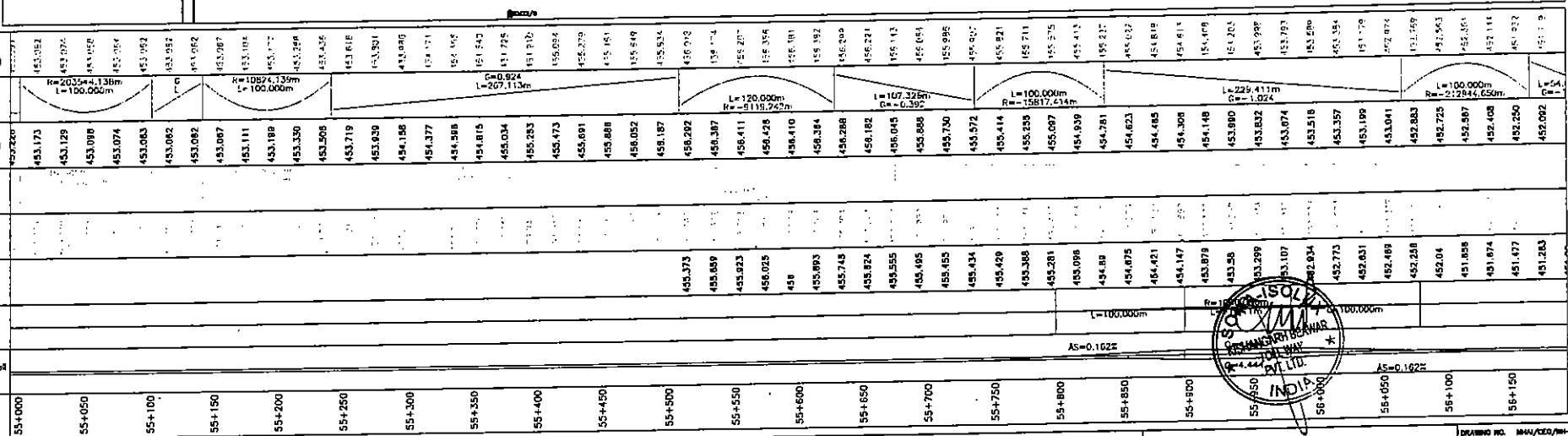
| | | |

KISHANGARH

BEAWAR







CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Mahtya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: ceg@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

Ch 55+000 to Ch 56+000

DRAWING NO. NHAI/CEG/NH-8/P&P/55

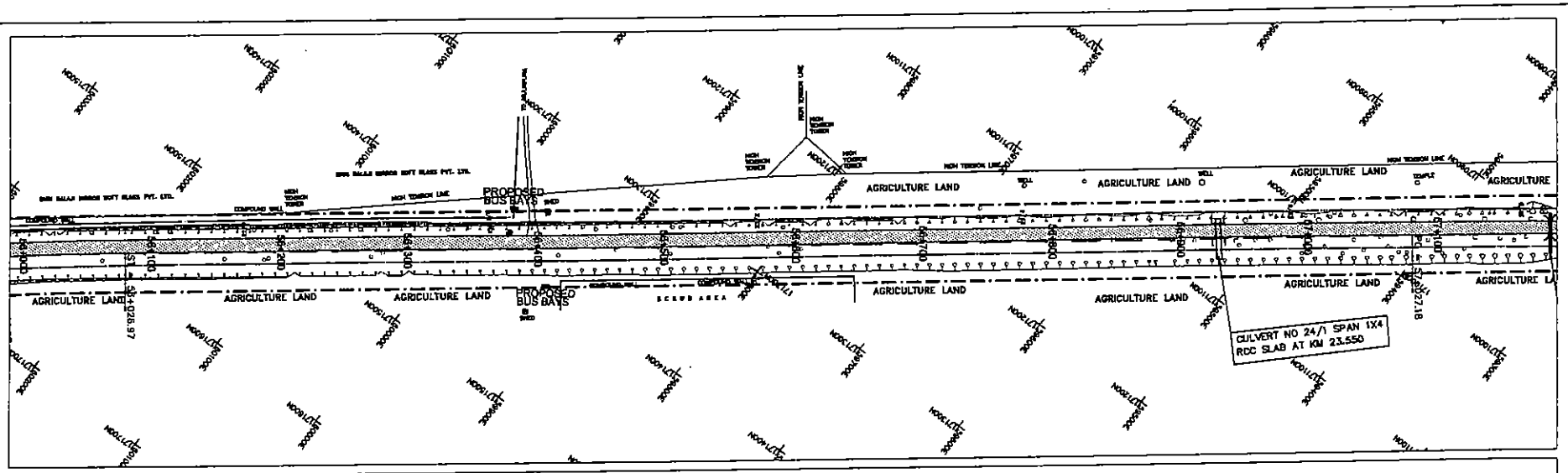
DATE : JUNE 2007

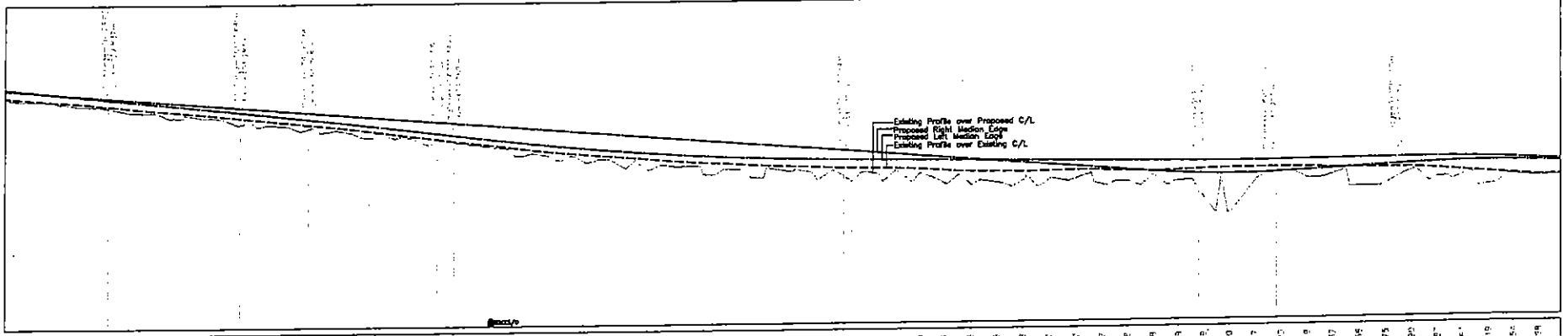
DESIGNED (A) | CHECKED (C) | APPROVED (E)

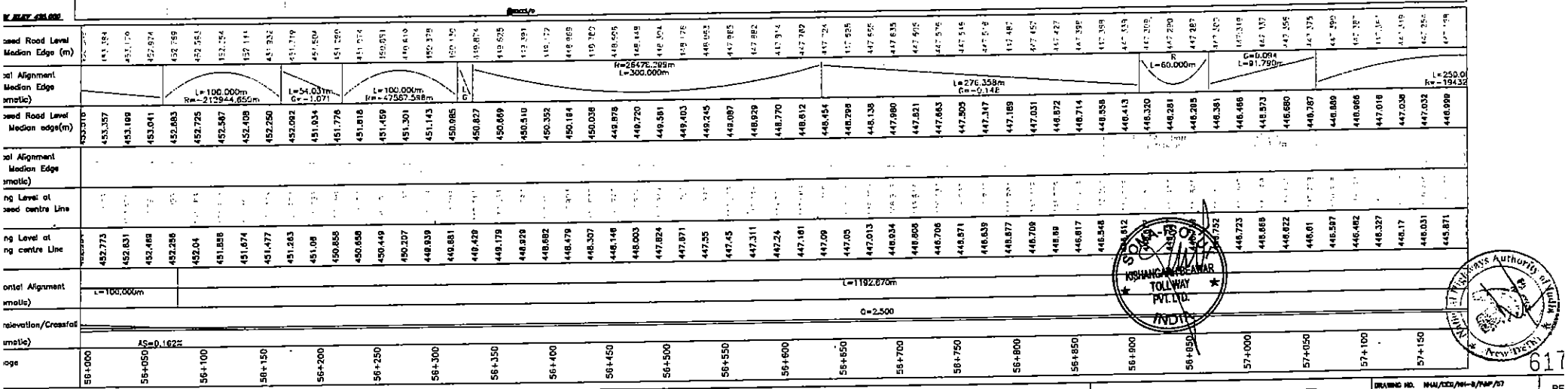
RAJENDRA | RAJESH GUPTA | R DATE

PLAN & PROFILE
DESCRIPTION OF REVISIONS | INITIALS

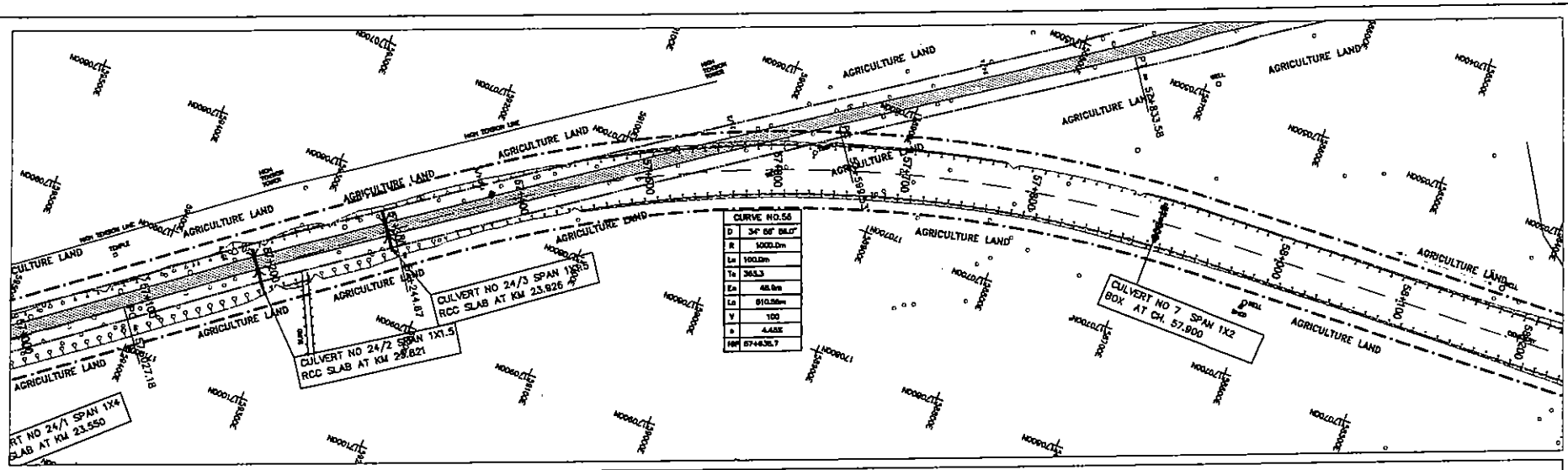
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

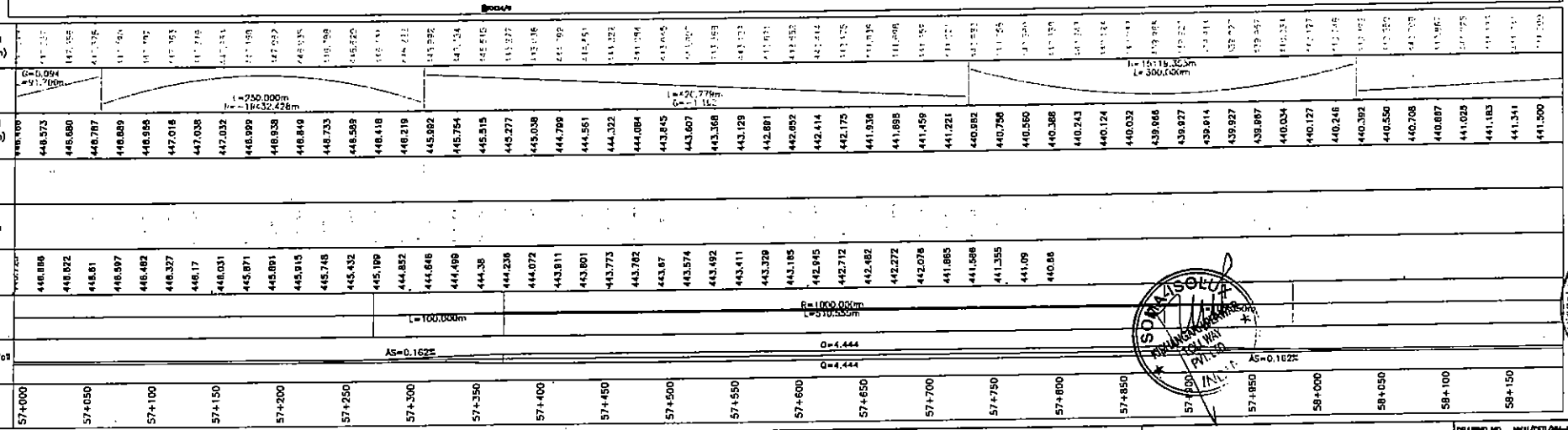

PROPOSED BUS BAYS
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
PROPOSED BUS BAYS
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
CULVERT NO 24/1 SPAN 1X4 RCC SLAB AT KM 23.550
ISHANGARH
BEAWAR


Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L

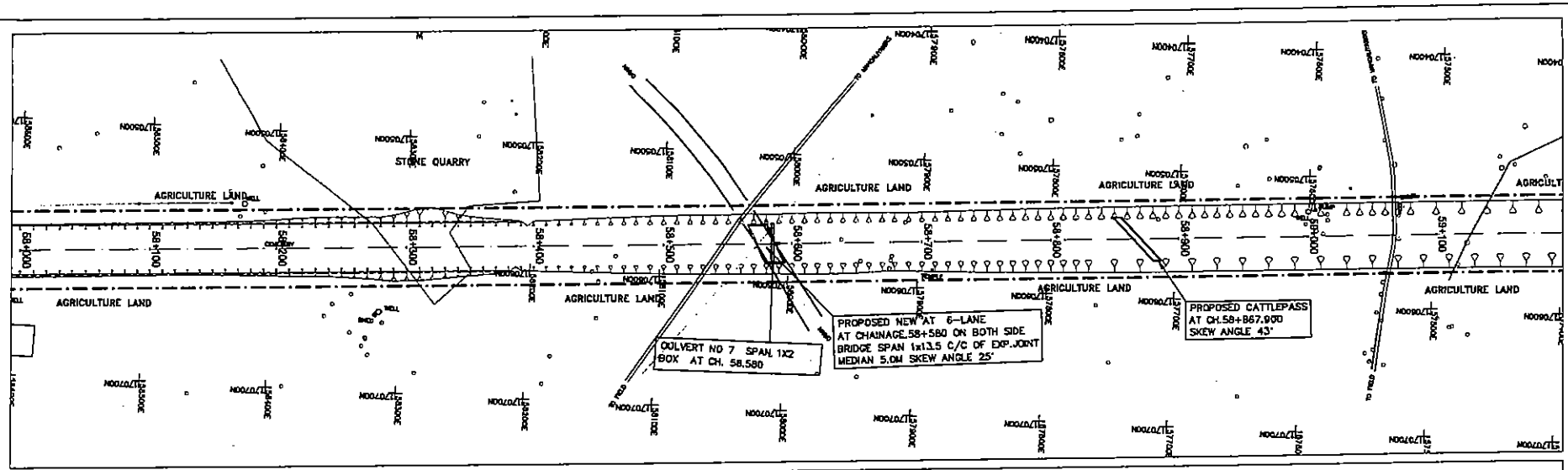

R=26476.299m
L=300.000m
L=276.358m
R=-0.148
R
L=60.000m
G=0.094
L=91.790m
L=100.000m
R=-212944.655m
L=54.031m
R=-1.071
L=100.00m
R=+47567.588m
L=1192.670m
G=2.500
AS=0.162%

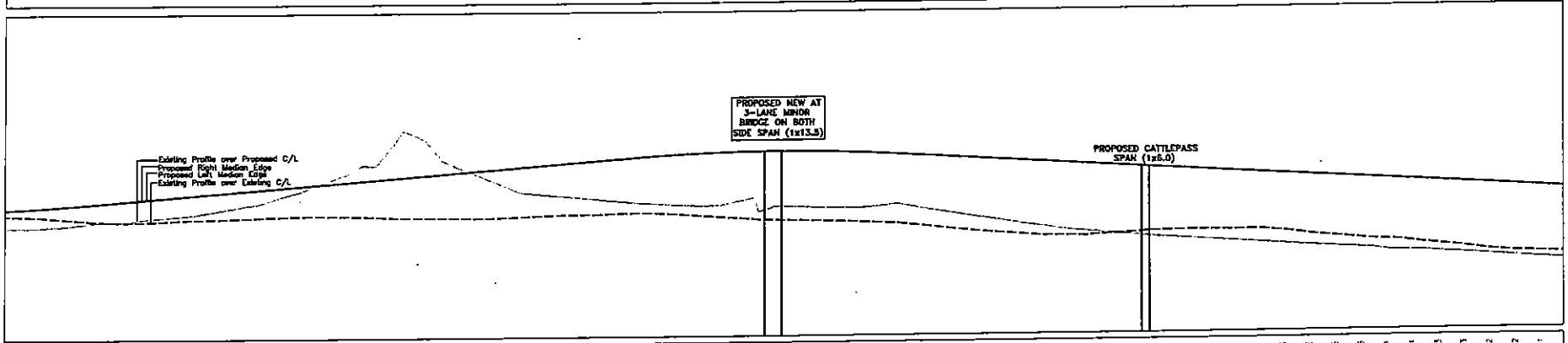
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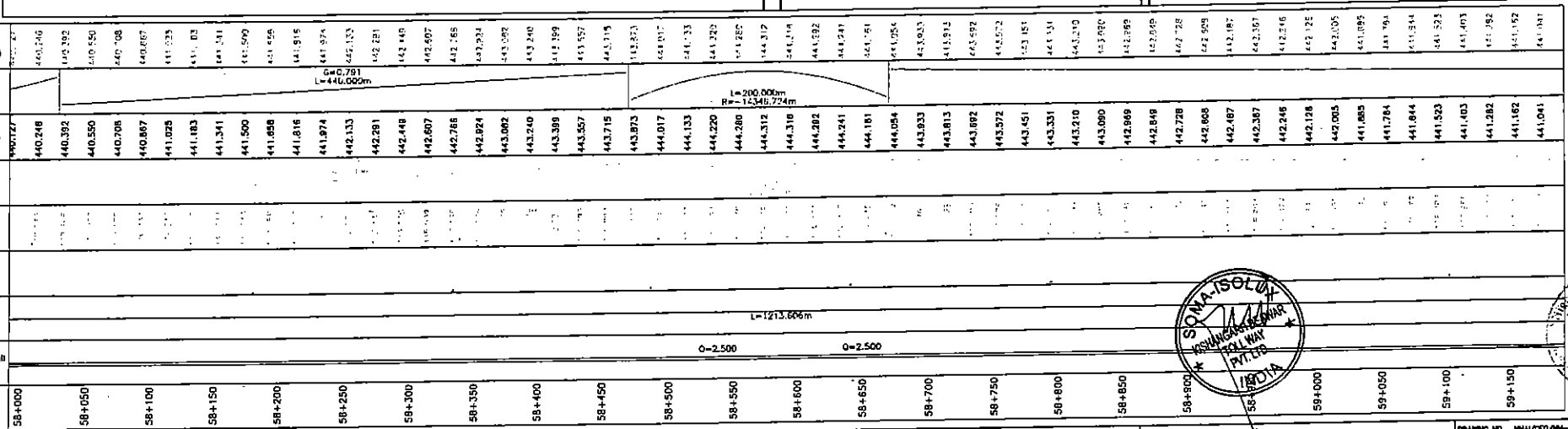

SHANGARH
BEAWAR
AGRICULTURE LAND
HIGH TENSION LINE
CULVERT NO 24/3 SPAN 1X2.5
RCC SLAB AT KM 23.826
CULVERT NO 24/2 SPAN 1X1.5
RCC SLAB AT KM 29.821
CULVERT NO 7 SPAN 1X2
BOX AT CH. 57.900
CURVE NO.56
D 34° 56' 56.0"
R 1000.0m
Ls 100.0m
Ts 363.3
Es 46.9m
Ls 610.56m
V 100
e 4.44%
PI 57+436.7
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L


G=0.094
V=100.00m
L=250.000m
R=-18432.426m
R=1000.00m
L=510.55m
L=100.000m
AS=0.162%
AS=0.162%
G=4.444
G=4.444
57+000
57+050
57+100
57+150
57+200
57+250
57+300
57+350
57+400
57+450
57+500
57+550
57+600
57+650
57+700
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57+800
57+850
57+900
57+950
58+000
58+050
58+100
58+150

| | | |



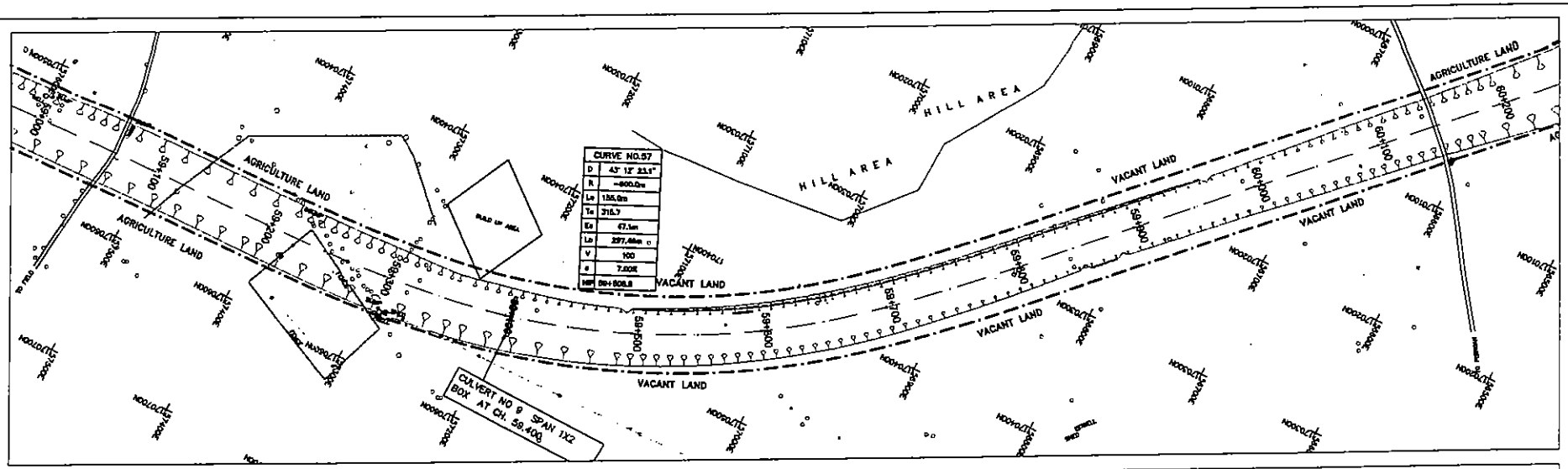


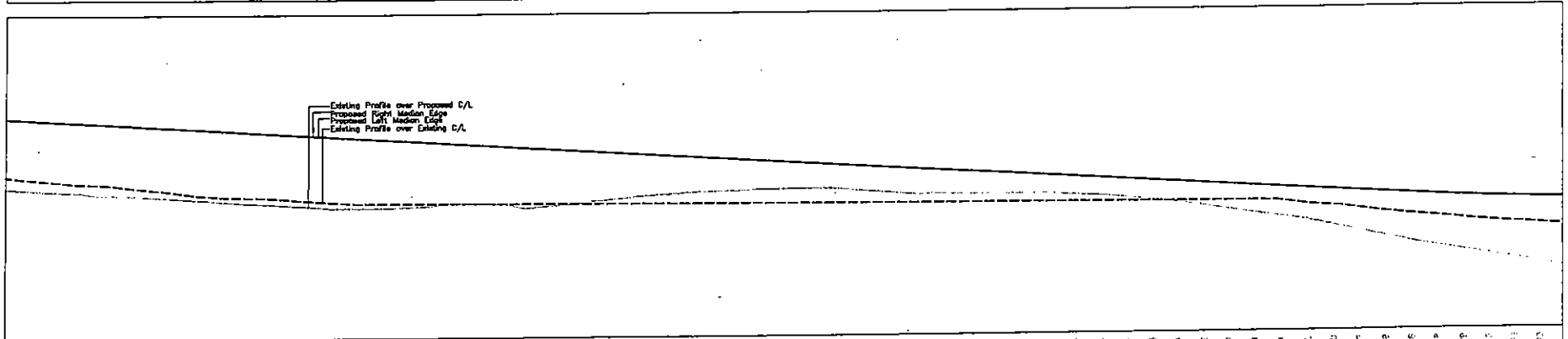


SONA-ISOLUX KISHANGARH-BEAWAR TOLL WAY PVT LTD INDIA

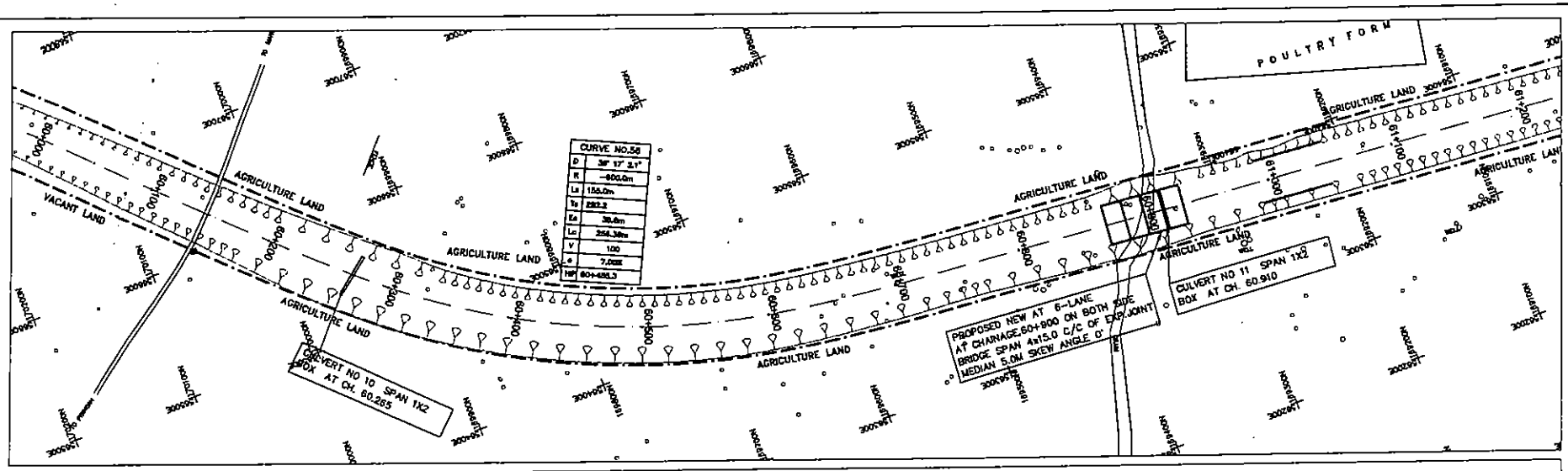
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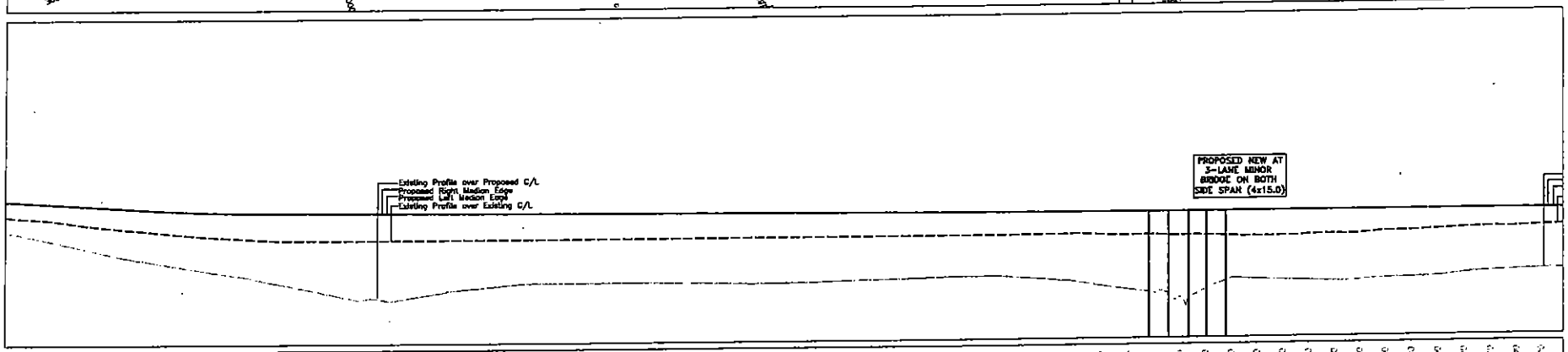
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520890, 2521899, 2520556 Fax: 2521899, E-Mail:cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 58+000 to Ch 59+000	DRAWING NO. NHAI/CEO/NH-8/PAP/39 DATE : JUNE, 2007 DRAWN (A) DESIGNED (A) CHECKED (C) APPROVED (R) SUREKHA RAJESH GUPTA S DASH.	REV E

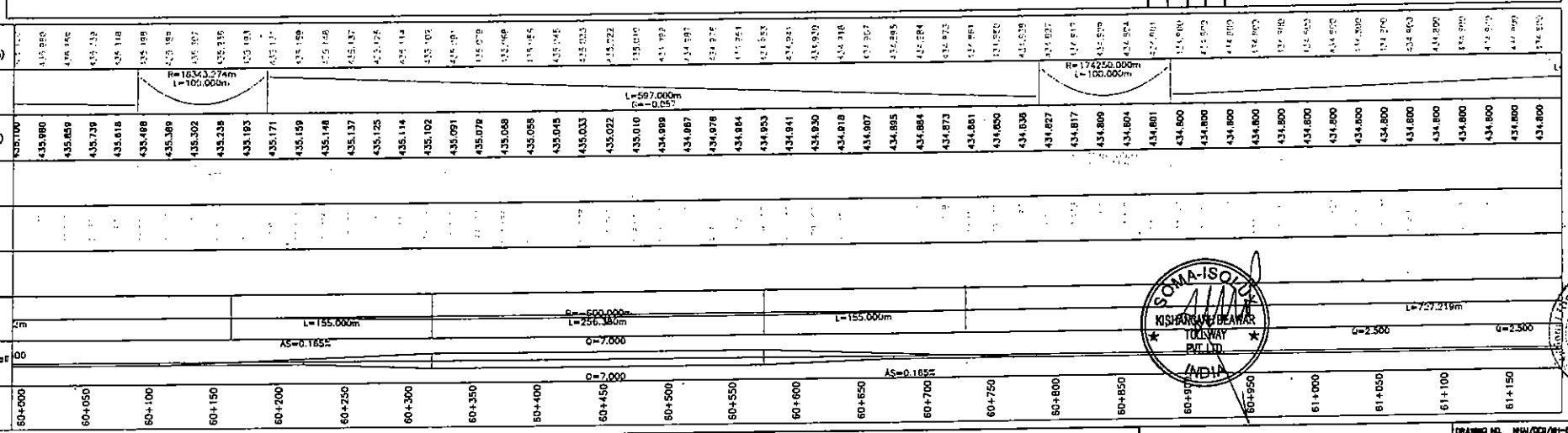




	59+000	59+050	59+100	59+150	59+200	59+250	59+300	59+350	59+400	59+450	59+500	59+550	59+600	59+650	59+700	59+750	59+800	59+850	59+900	59+950	60+000	60+050	60+100	60+150
eed Road Level Median Edge (m)	442.126	442.005	441.885	441.764	441.644	441.523	441.403	441.282	441.162	441.041	440.921	440.800	440.680	440.559	440.439	440.318	440.198	440.077	439.958	439.838	439.715	439.593	439.474	439.354	439.233	439.113	438.992	438.872	438.751	438.631	438.510	438.390	438.269	438.149	438.028	437.908	437.787	437.667	437.546	437.426	437.305	437.185	437.064	436.944	436.823	436.703	436.582	436.462	436.341	436.221	436.100	435.980	435.859	435.739	435.618	435.498	435.378	435.302	435.236	435.193
ol Alignment Median Edge matic)		

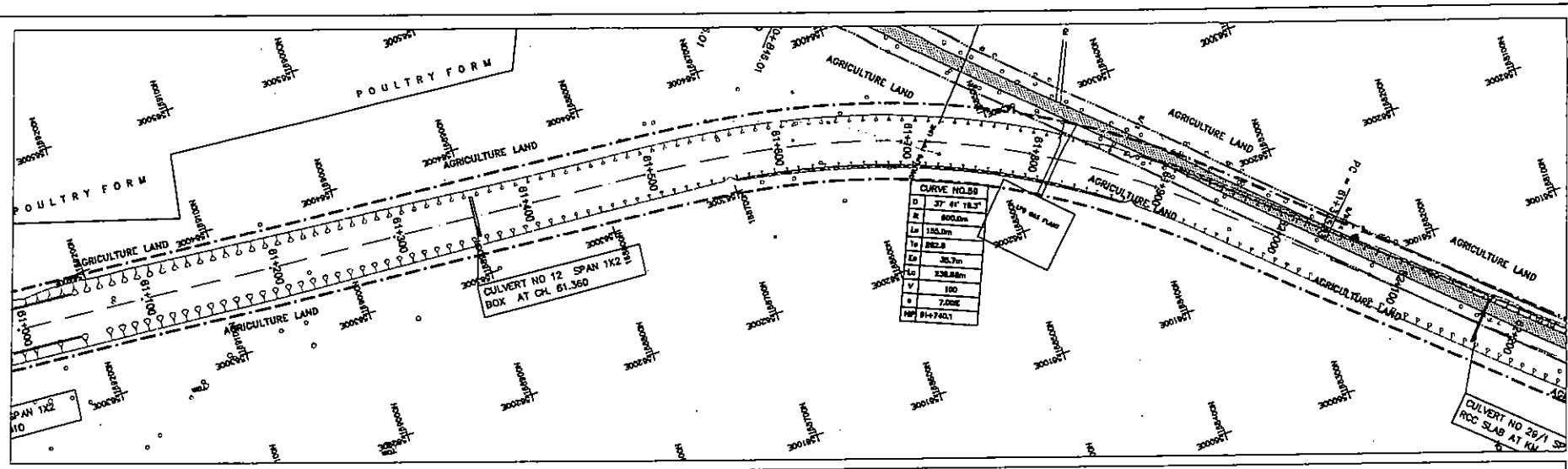


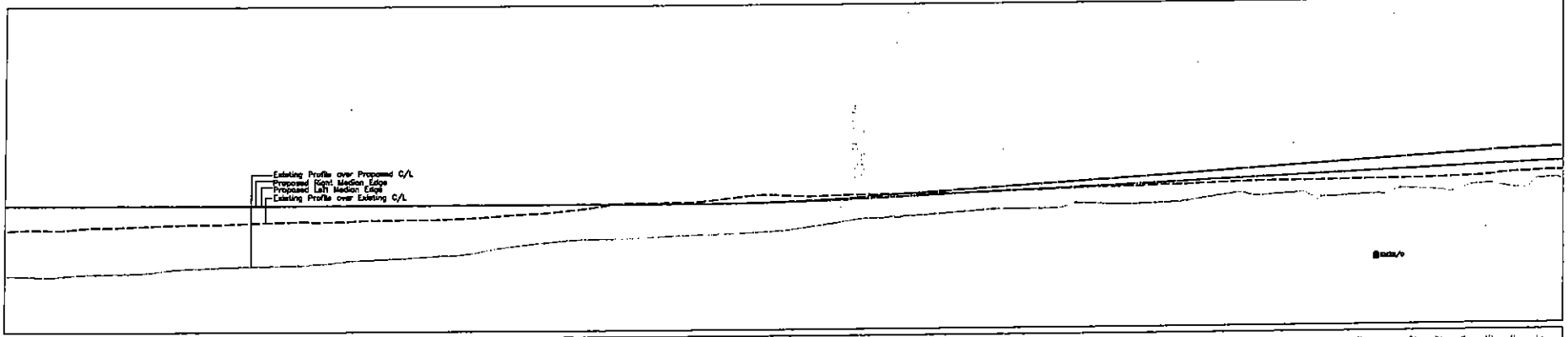


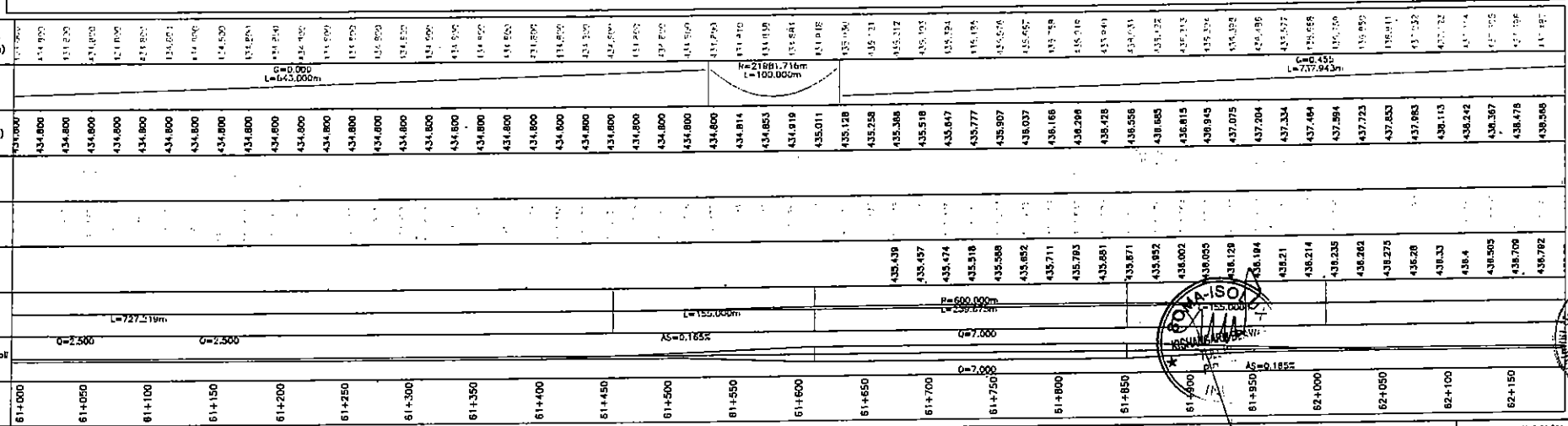


SOMA-ISOLUX KISHANGARH BEAWAR TOLLWAY PVT. LTD. INDIA

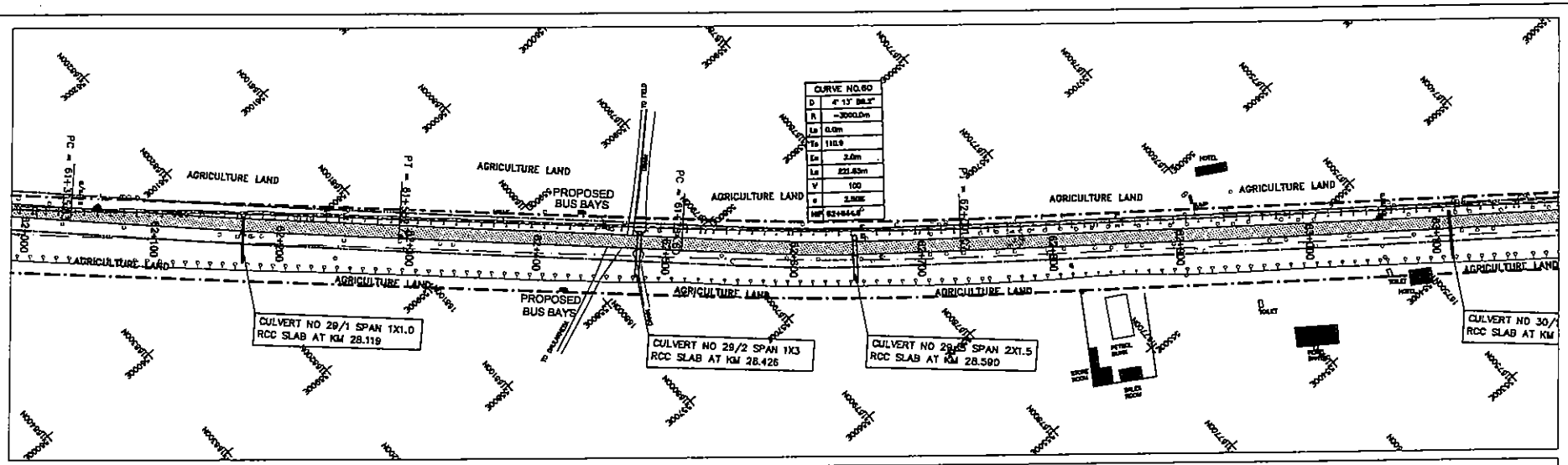
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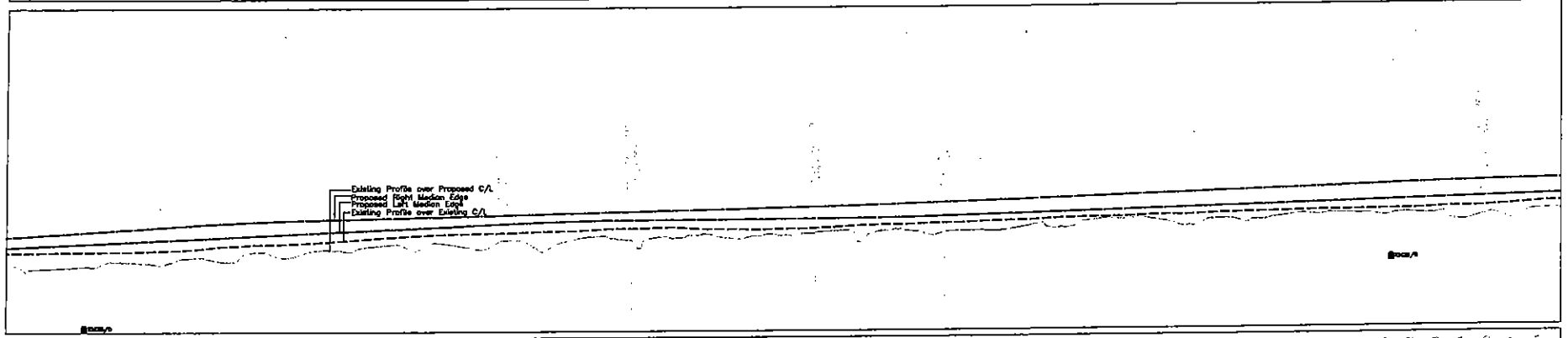

POULTRY FORM
POULTRY FORM
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
AGRICULTURE LAND
CULVERT NO 12 SPAN 1X2 BOX AT CH. 61.360
CURVE NO.59
D 37° 41' 18.3"
R 600.0m
Lc 155.0m
Le 282.8
Ls 35.7m
Lt 238.86m
V 100
e 7.00%
PI 91+740.1
CULVERT NO 29/1 RCC SLAB AT KM
ISHANGARH
BEAWAR

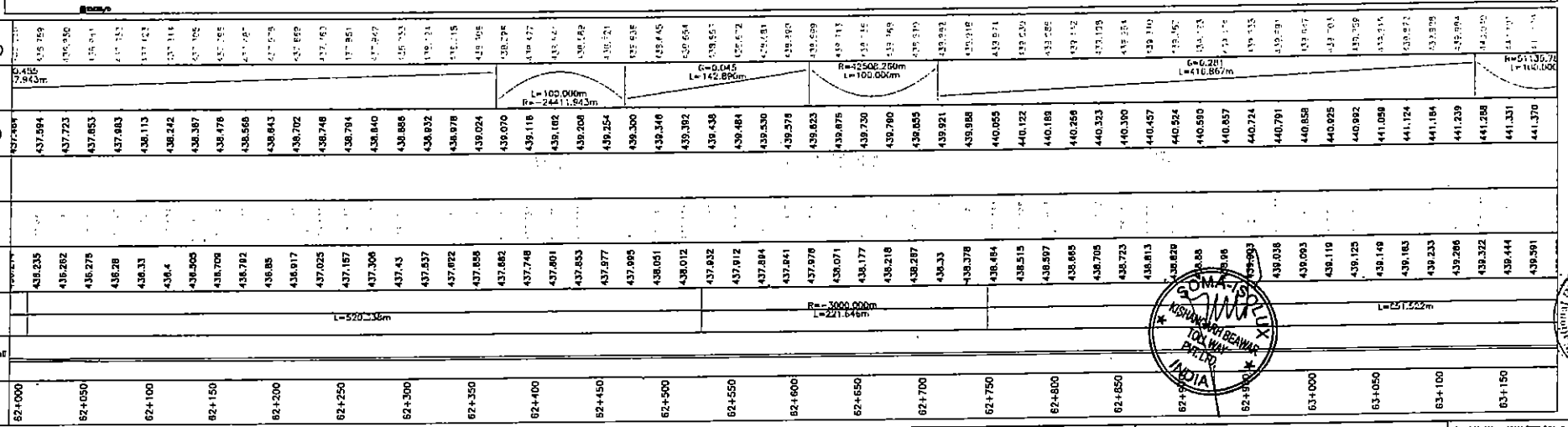

Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L


G=0.000
L=643.000m
R=21881.716m
L=100.000m
G=0.455
L=717.943m
L=727.519m
G=2.500
G=2.500
L=155.000m
AS=0.165%
R=600.000m
L=299.675m
G=7.000
G=7.000
AS=0.165%
61+000
61+050
61+100
61+150
61+200
61+250
61+300
61+350
61+400
61+450
61+500
61+550
61+600
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62+050
62+100
62+150

| | | |





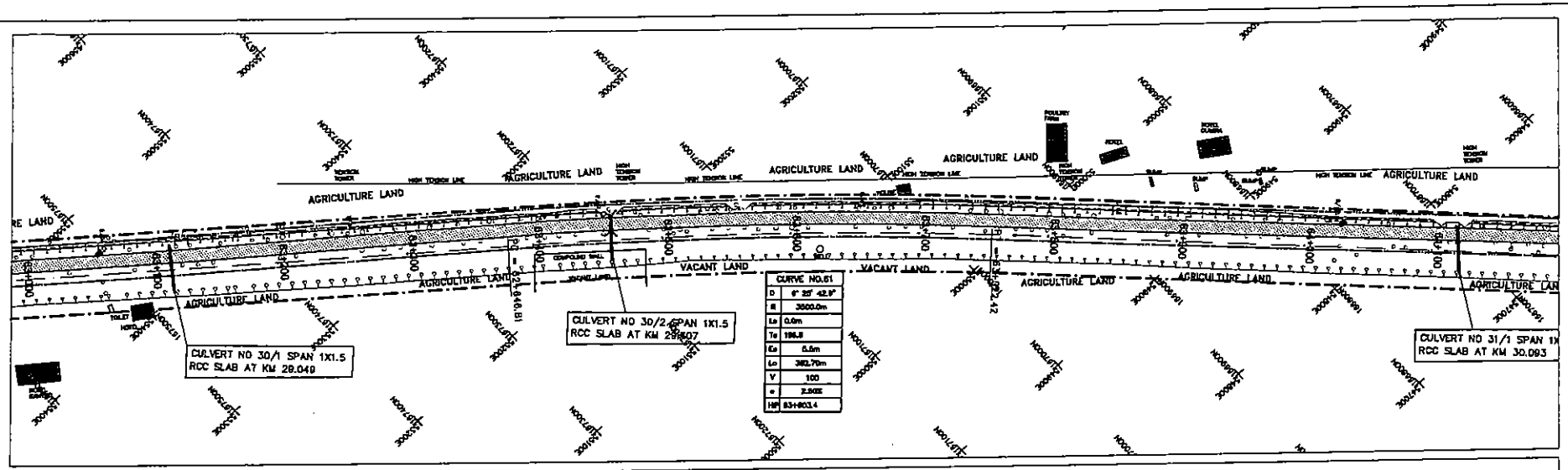


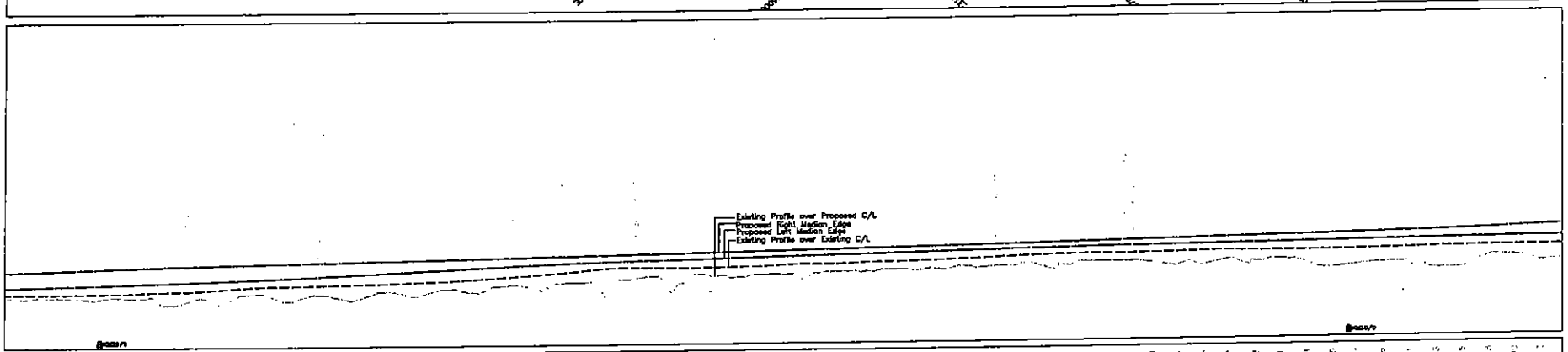
SOMA-ISOLUX
KISHANGARH BEAWAR TOLL WAY PVT. LTD.
INDIA

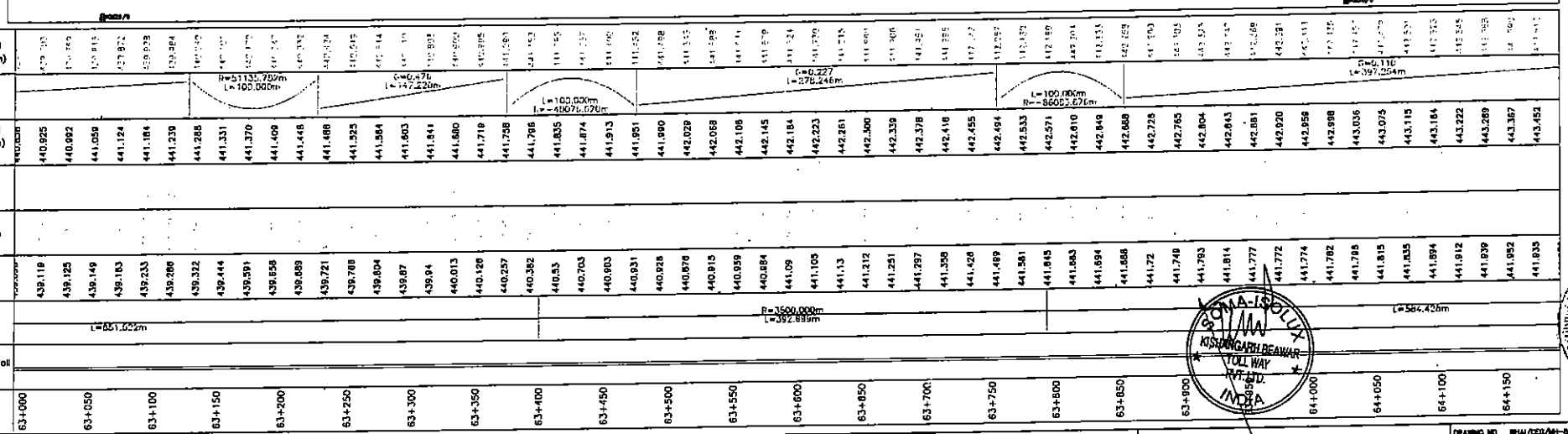
623

PLAN & PROFILE DESCRIPTION OF REVISIONS	DETAILS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Moj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520536 Fax: 2521899, E-Mail: engg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 62+000 to Ch 63+000

DRAWING NO. NHAI/CED/NH-8/P&P/63
DATE : JUNE 2007
DRAWN (A) S.SHUKLA | CHECKED (C) RAJEEV GUPTA | APPROVED (D) R.BATRA
REV E



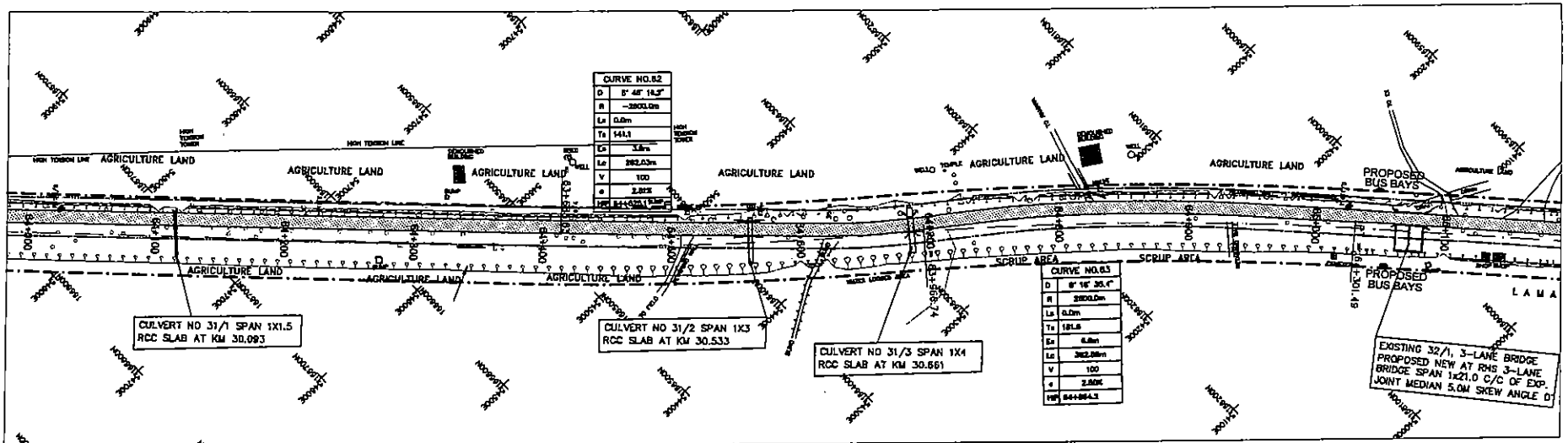


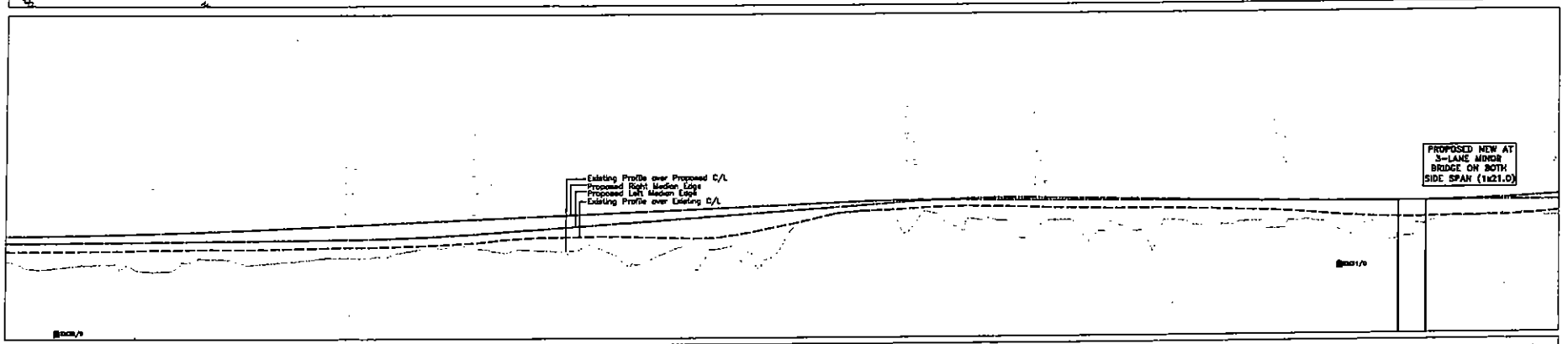


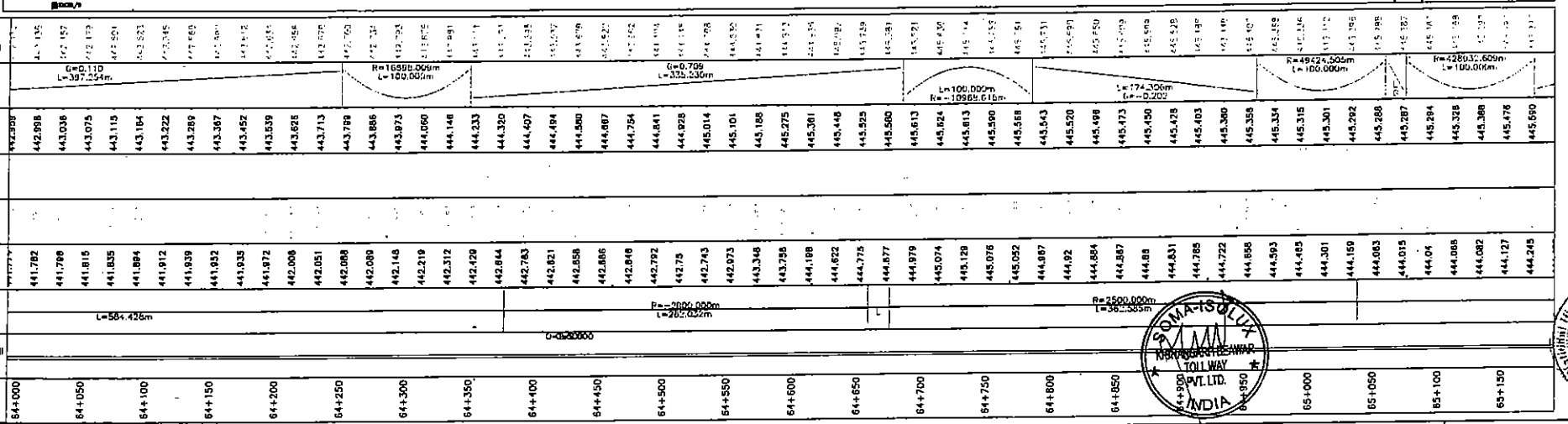
SIGNA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

624

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 (0 25 50 75 100 125m); VERTICAL SCALE 1:250 (0 2.5 5.0 7.5 10.0 12.5m)	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@ceglindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 63+000 to Ch 64+000	DRAWING NO. NHAI/CEG/NH-8/PAP/84 DATE 1 JUNE 2007 DRAWN (A) SUKSHMA; CHECKED (C) RAJESH GUPTA; APPROVED (E) & DATE







CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Mahtya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegjaipur@rdc.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

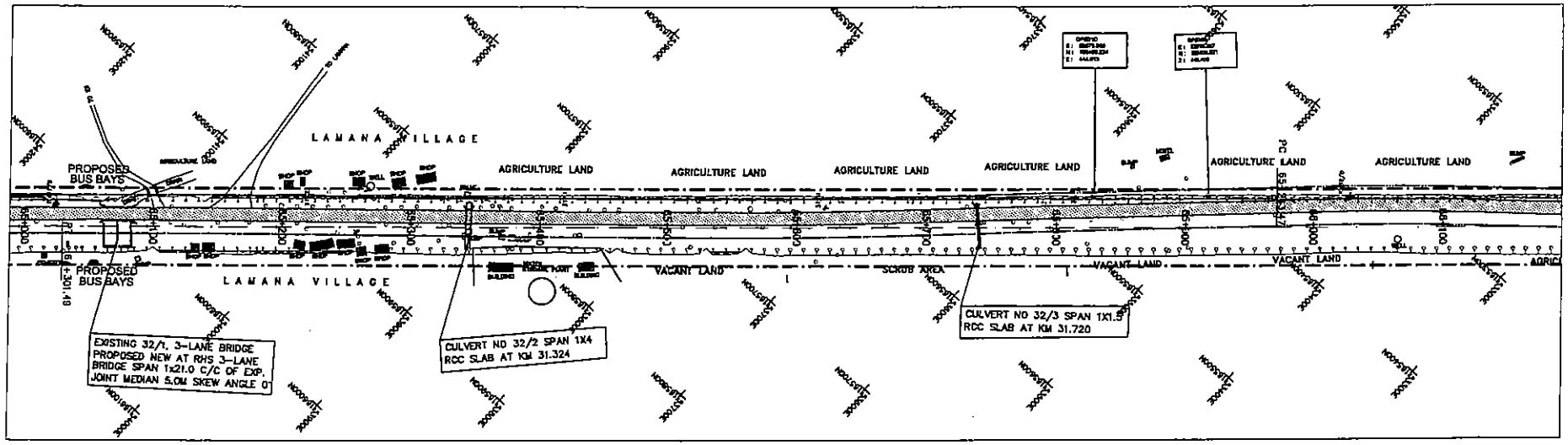
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

Ch 64+000 to Ch 65+000

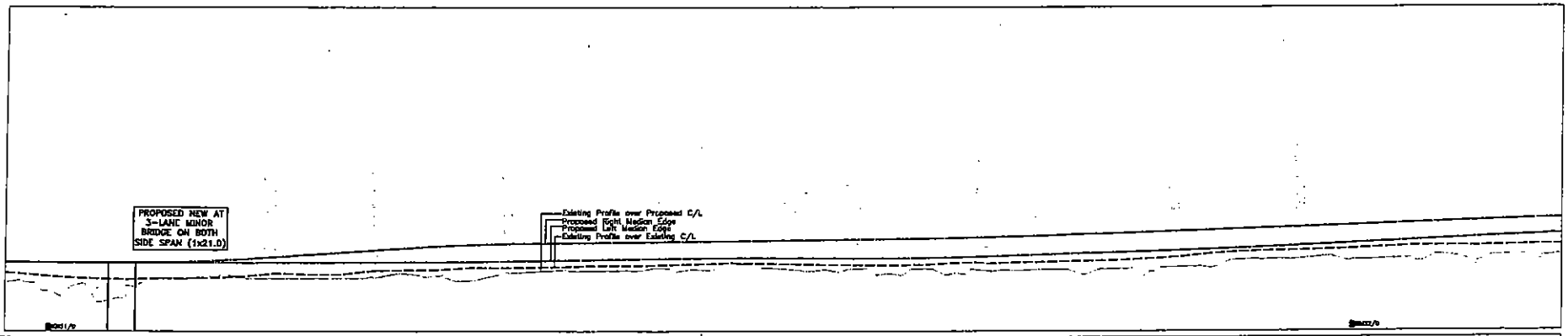
DRAWING NO. NHAI/CED/NH-8/PAP/65

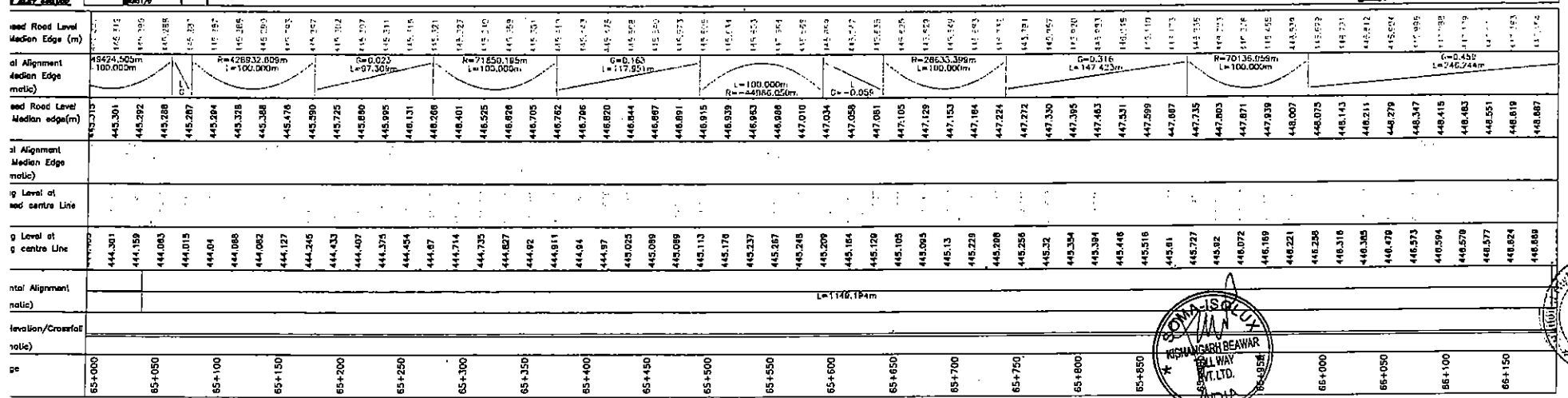
REV E



KISHANGARH

BEAWAR →

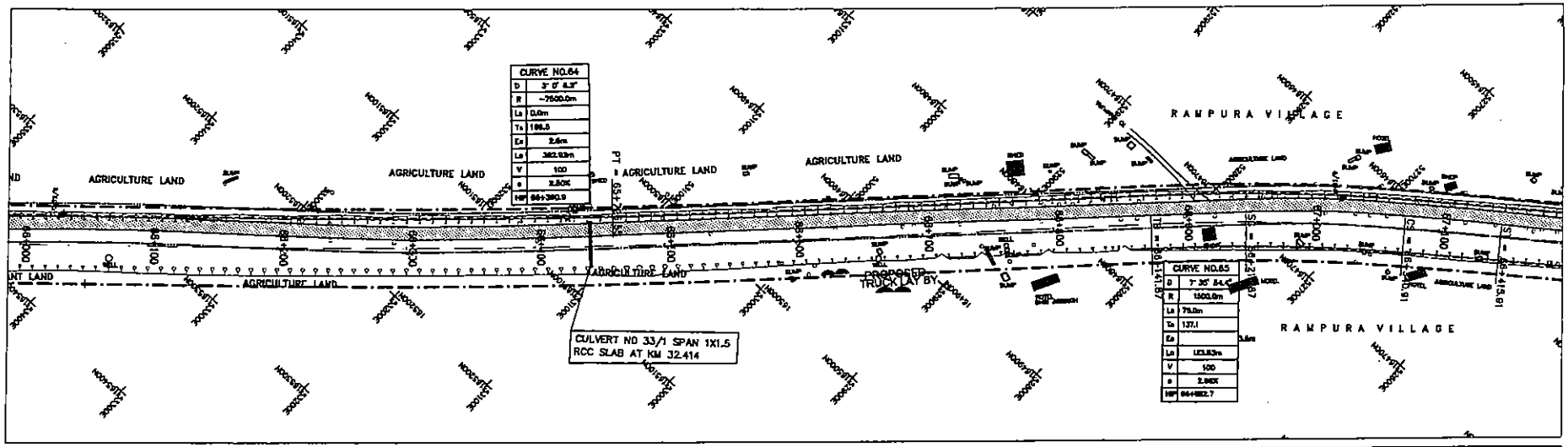


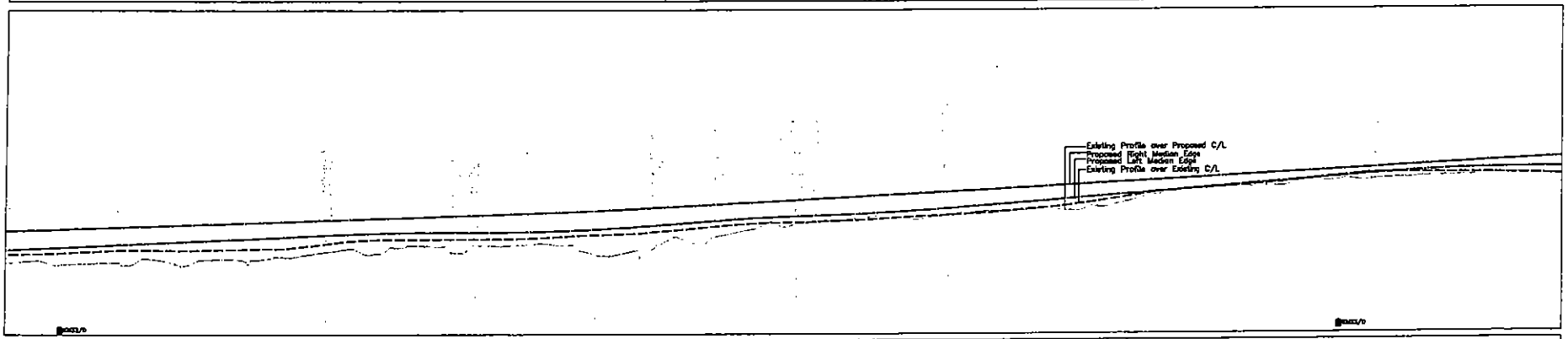


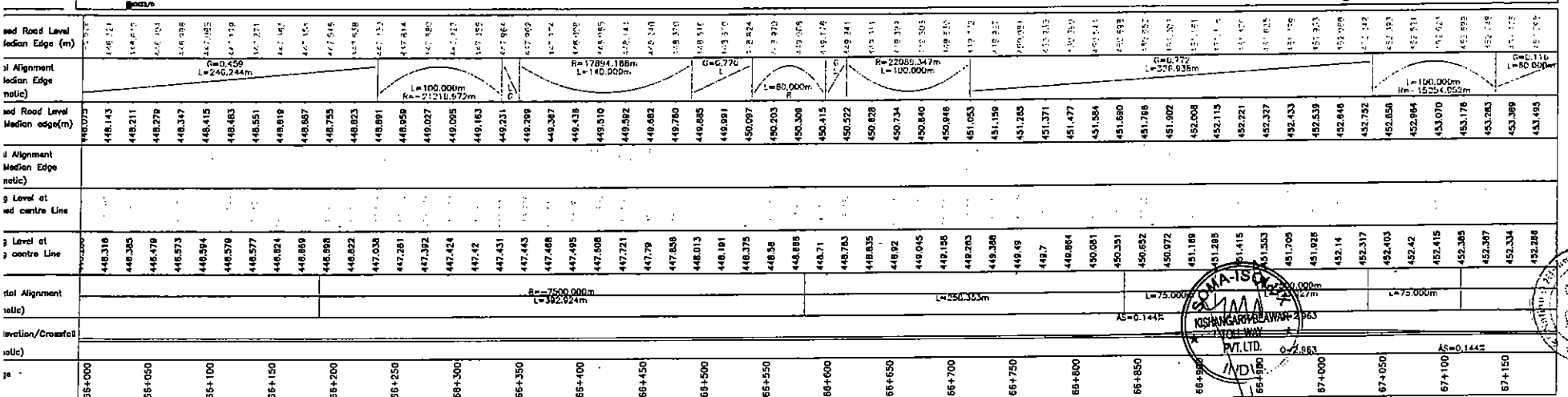
SOMA ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India

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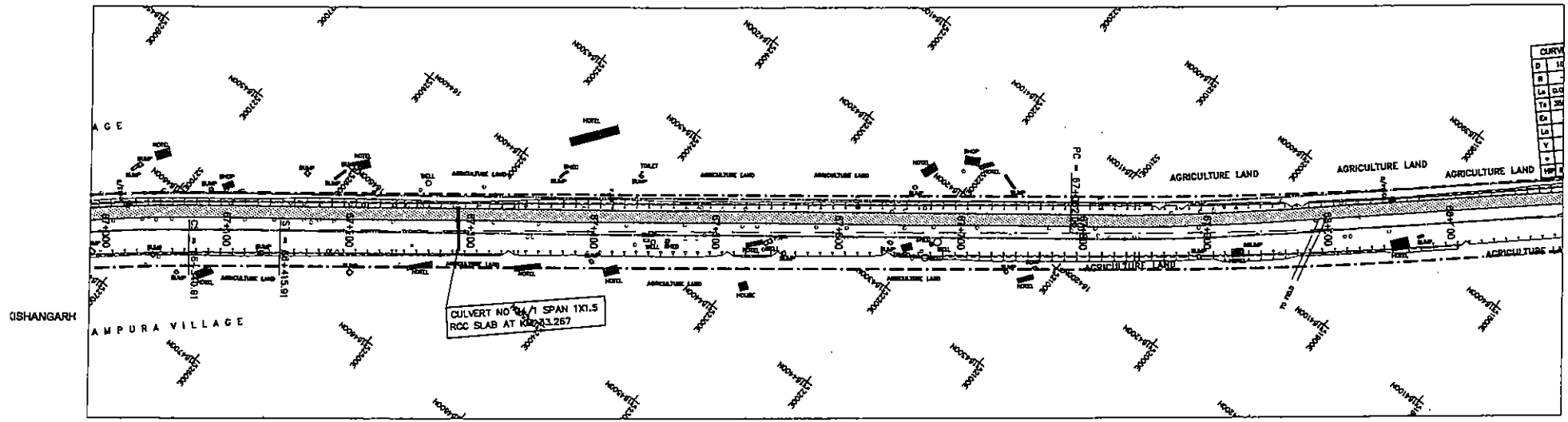


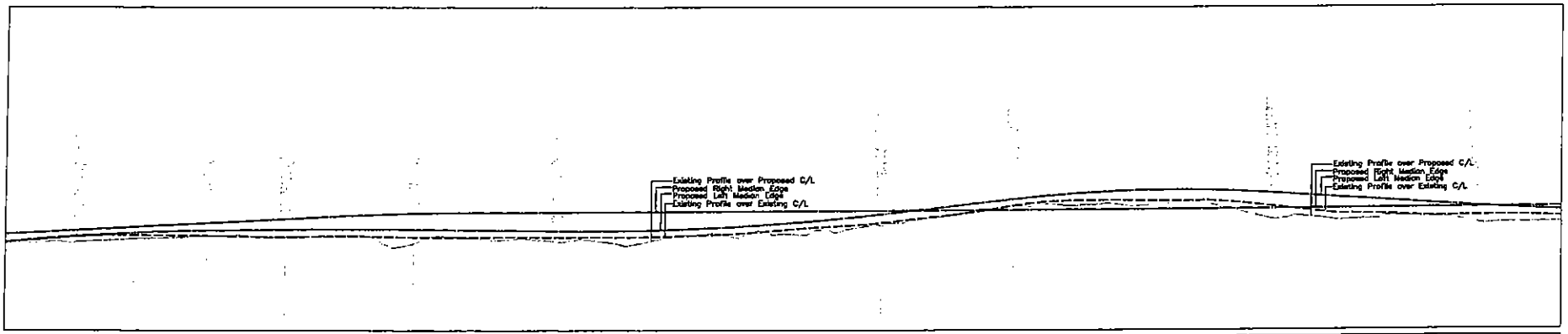


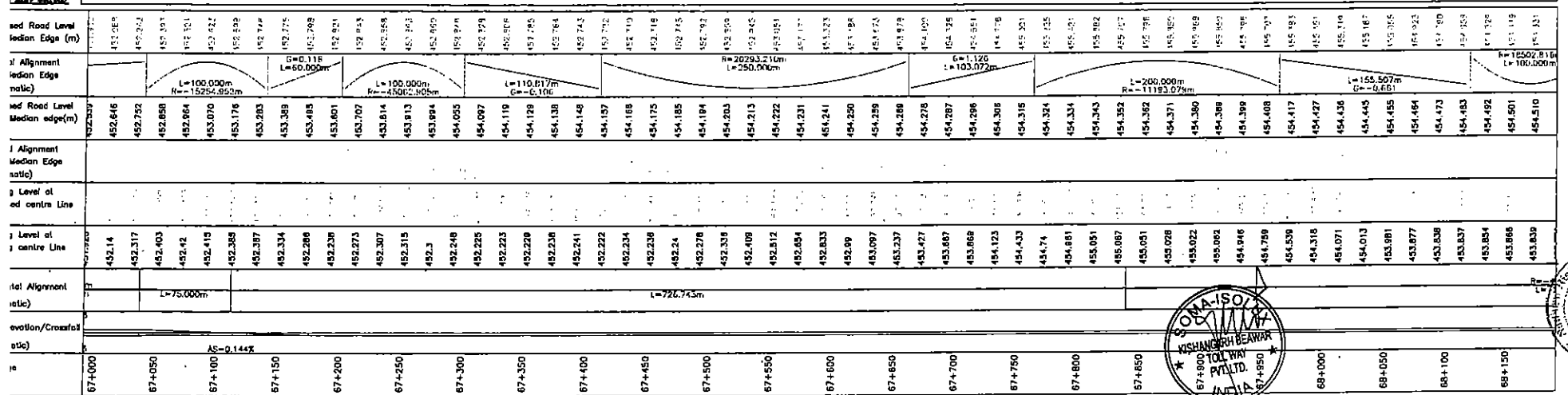
SOMA-ISQS
KISHANGARH-BEAWAR-2763
SOMA TOLL WAY PVT.LTD.
INDIA

627

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 (0 25 50 75 100 125m); VERTICAL SCALE 1:250 (0 2.5 5.0 7.5 10.0 12.5m)	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@ceginda.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 66+000 to Ch 67+000	DRAWING NO. NHAI/CEG/NH-8/PAP/67 DATE: JUNE 2007 DRAWN (A) BURDHEA DESIGNED (A) BALBIR GUPTA CHECKED (S) APPROVED (D) DATE	REV E

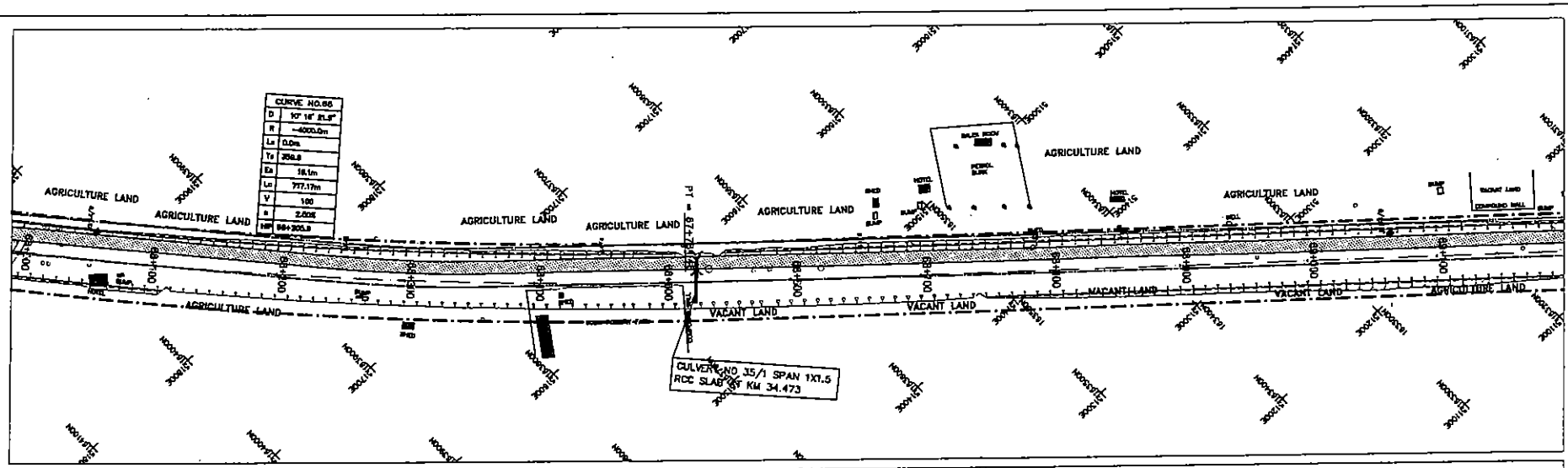


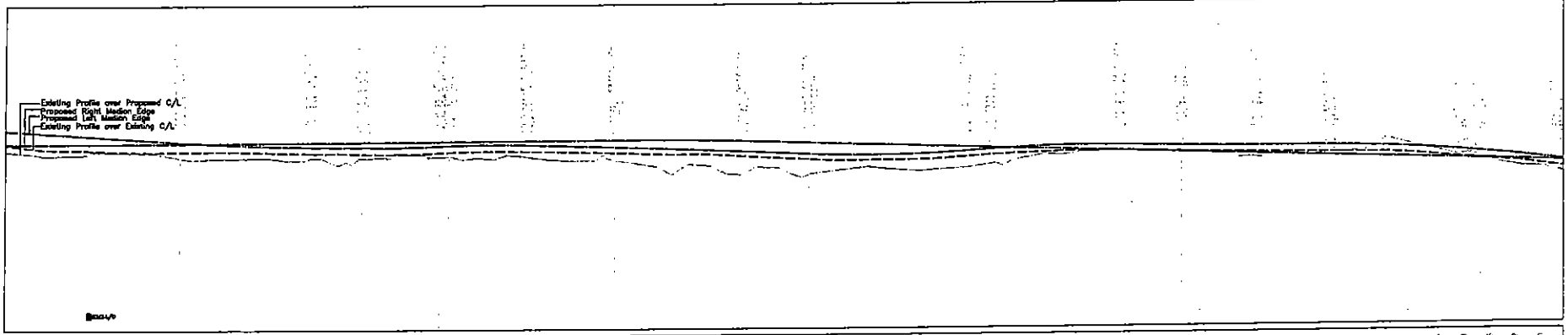


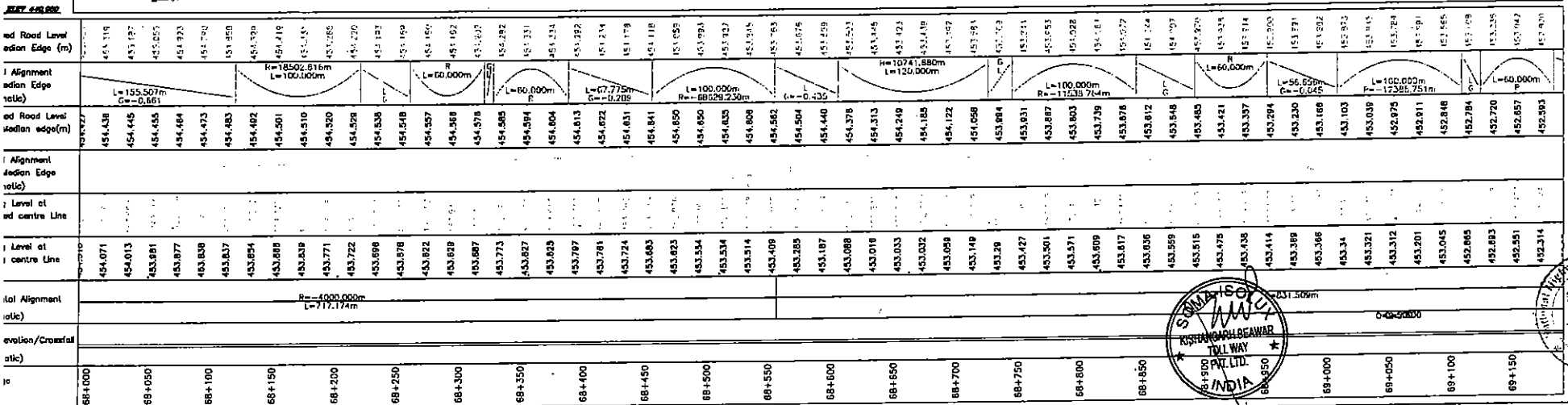


SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT.LTD. INDIA

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Moji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegi@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 67+000 to Ch 68+000	DRAWING NO. NHAI/KEC/NH-8/P&P/55 DATE : JUNE 2007 DRAWN (A) SURENDRA CHECKED (C) RAJESH GUPTA APPROVED (D) R.GUPTA REV E



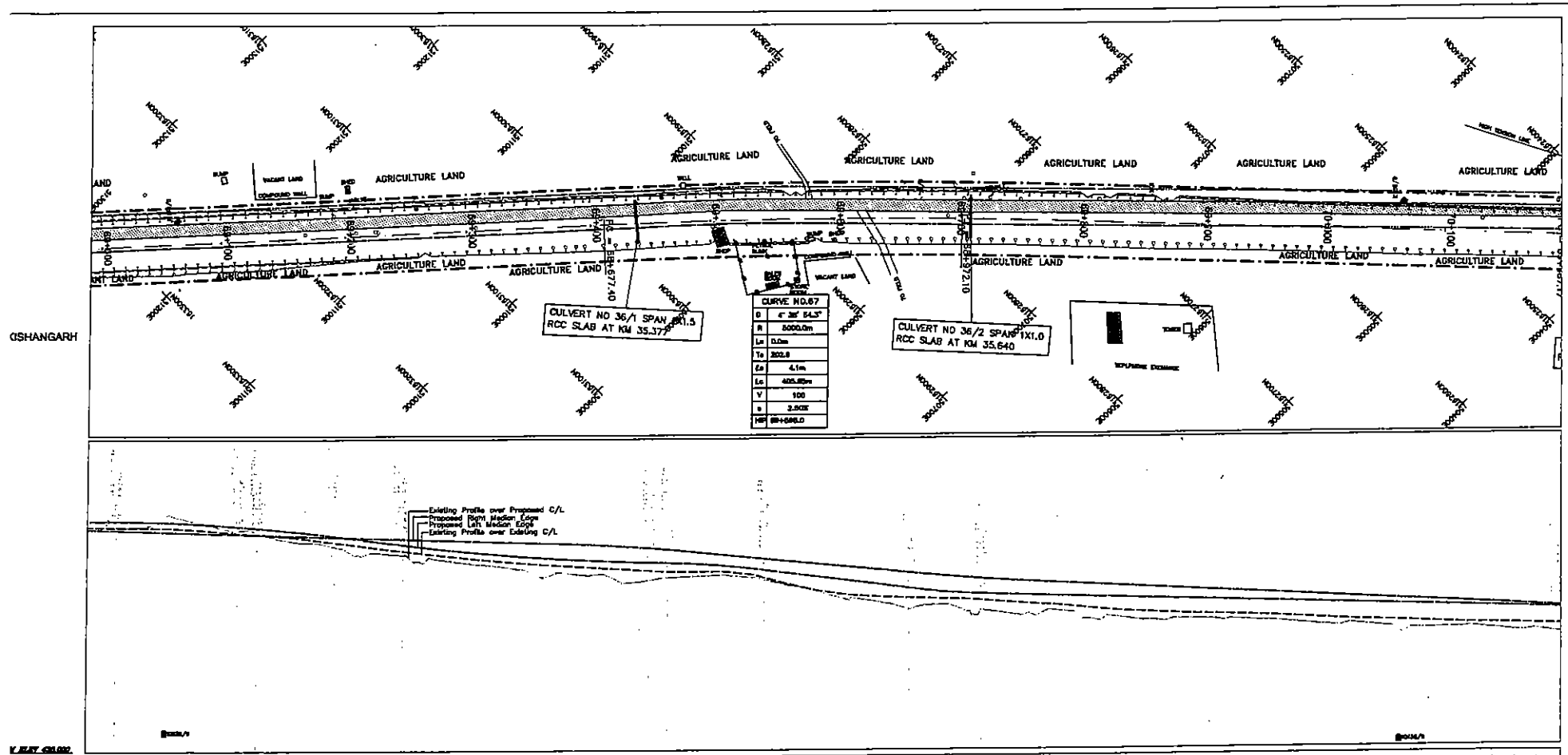


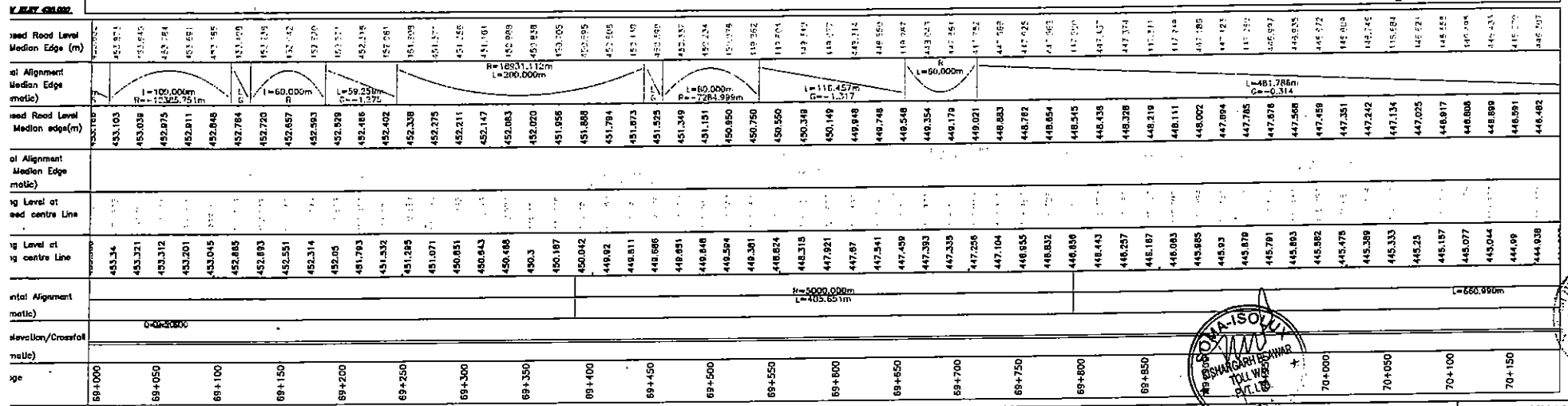


PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@ceglindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 68+000 to Ch 69+000	DRAWING NO. MHAI/DEO/NH-8/PAP/59 DATE: JUNE 2007 DRAWN (A) SURENDRA DESIGNED (A) RAJESH GUPTA CHECKED (C) E DATAL APPROVED (D)	REV E

SOMASIONI KISHANGARH-BEAWAR TOLL WAY PVT. LTD. INDIA

5/39





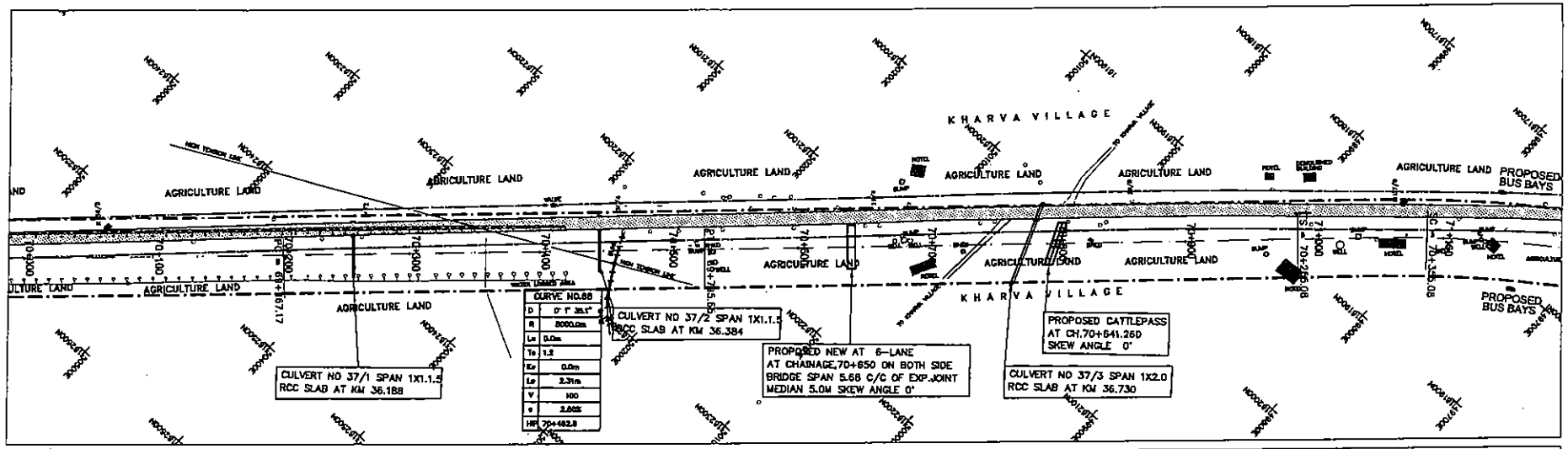
		CONSULTING ENGINEERS GROUP LTD. E-12,Moji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@ceglndia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 69+000 to Ch 70+000	DRAWING NO. NHAI/KBD/NH-8/PNP/70 DATE : DEC 2009 DRAWN (A) SURENDRA DESIGNED (A) RAJESH GUPTA CHECKED (C) S DATOL APPROVED (D)

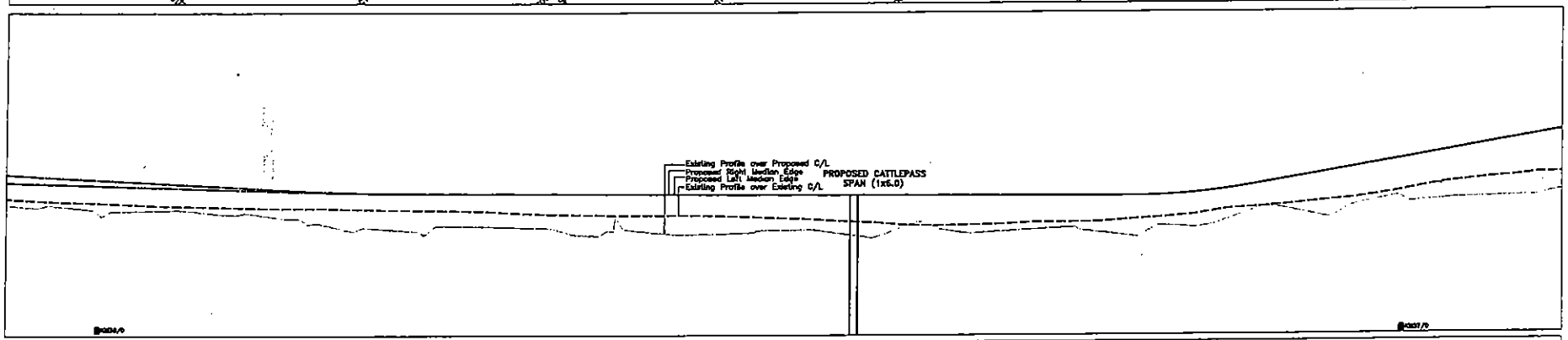
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

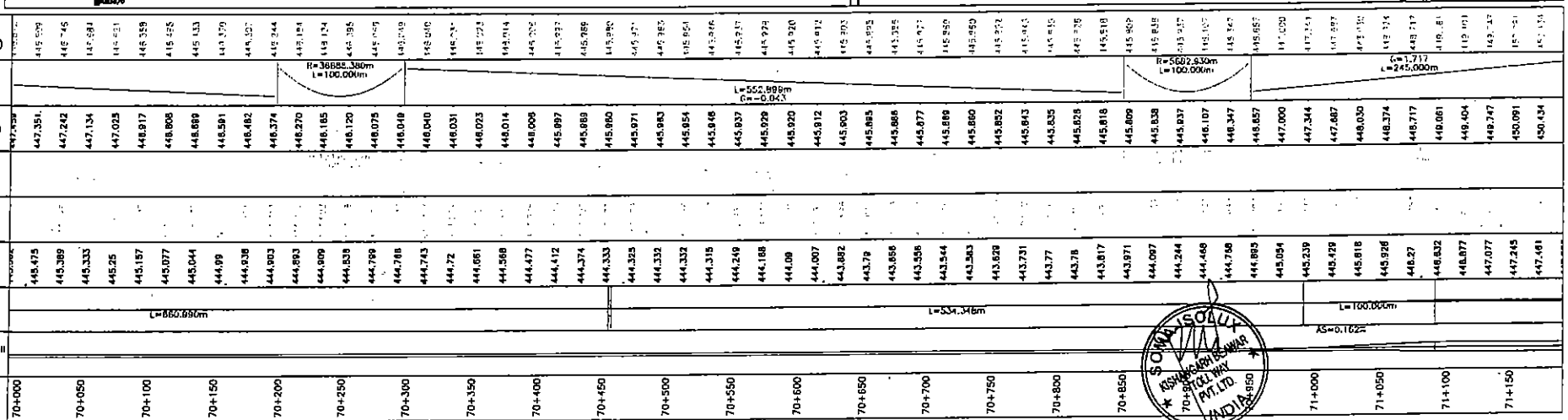
SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD.

Highways Authority

030







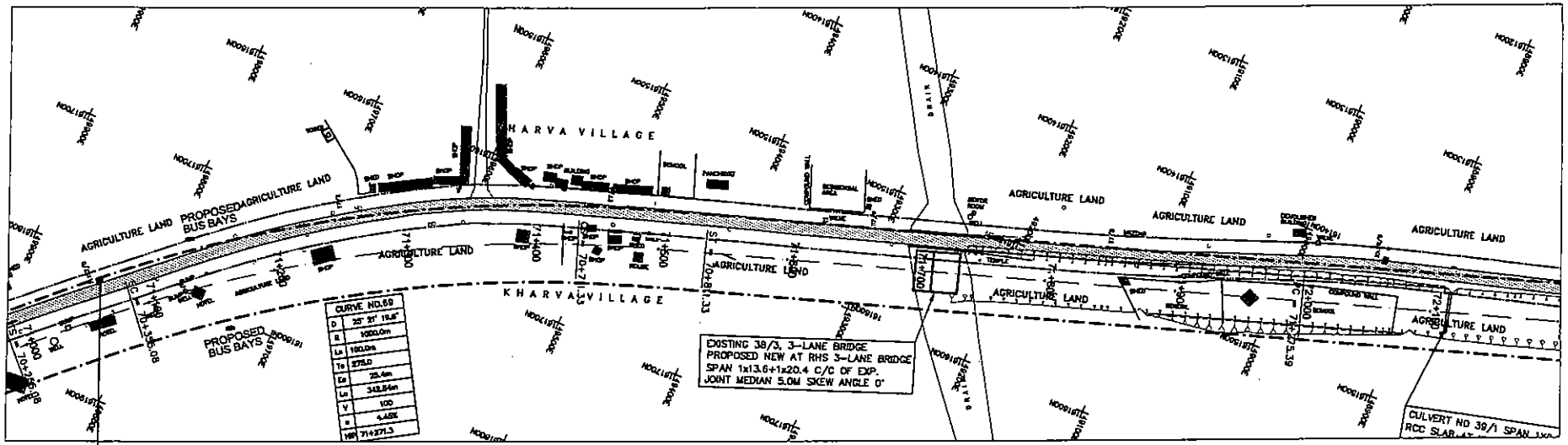
SONAVISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

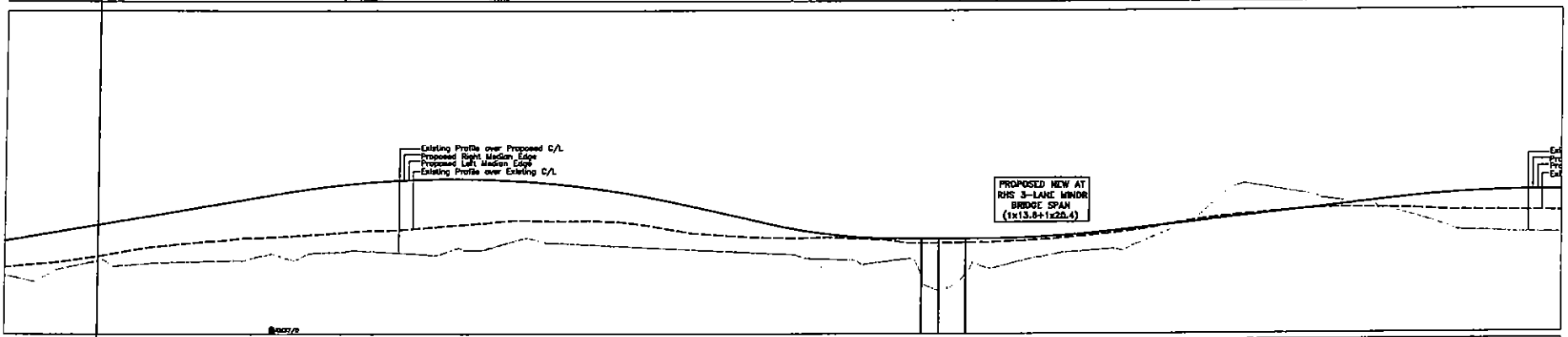
CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 70+000 to Ch 71+000	DRAWING NO. NHAI/CEI/NH-8/PAP/71 DATE : JUNE 2017 DRAWN (A) SURENDRA; CHECKED (C) RAJESH GUPTA; APPROVED (D) A DATAL

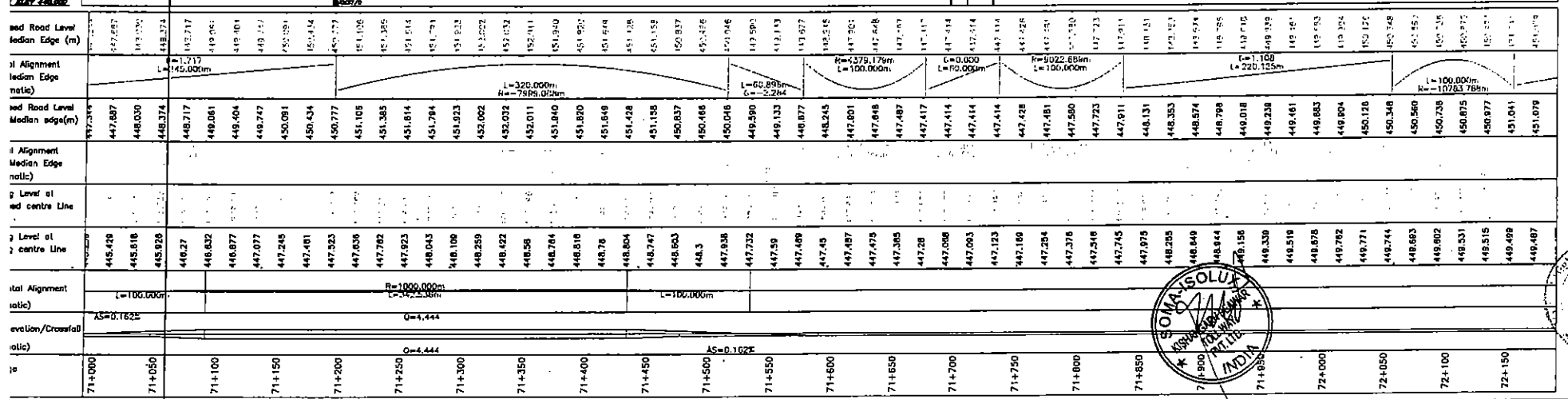
REV E

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250





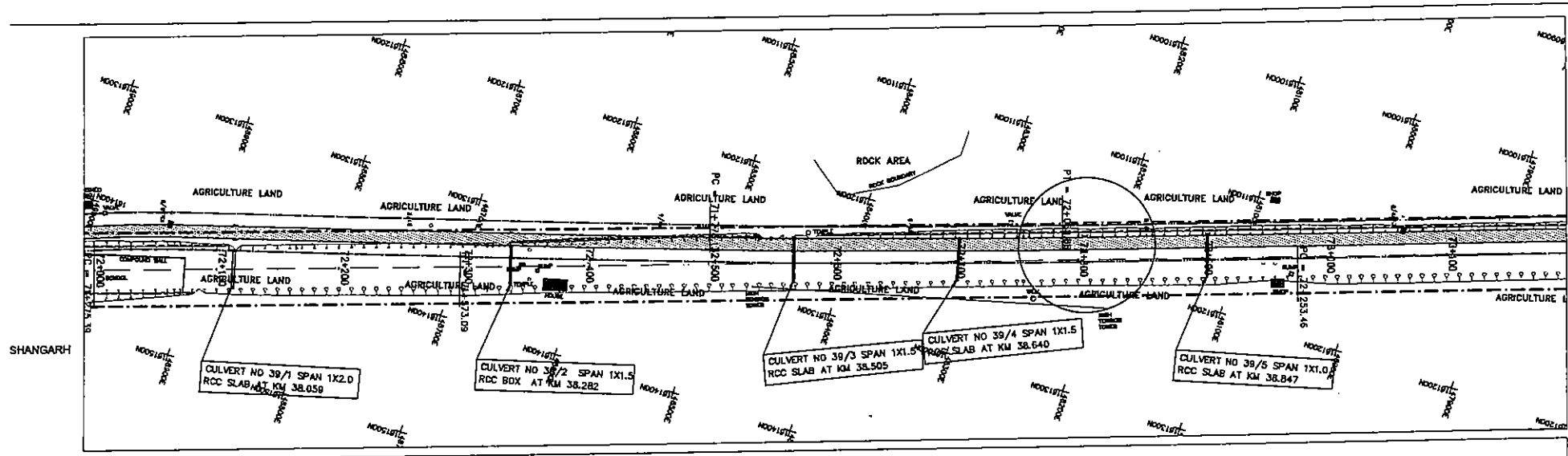


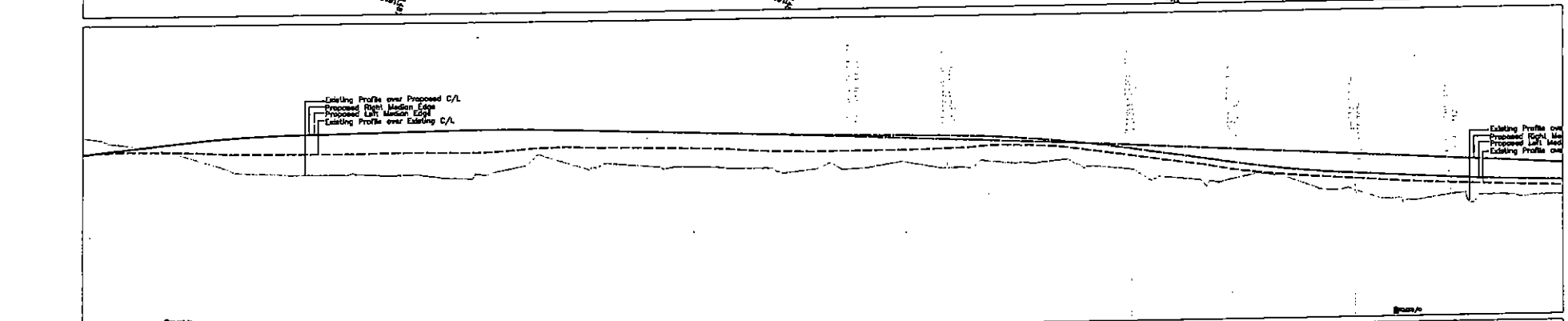
SOMA-ISOLUX KISHANGARH TOLLWAYS PVT. LTD. INDIA

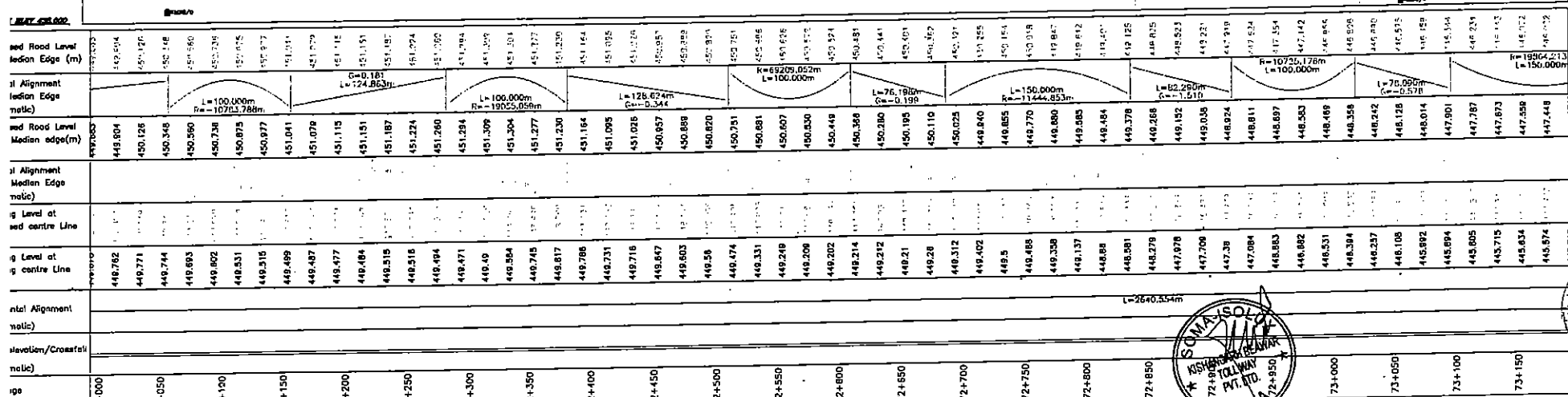
632

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520890, 2521890, 2520556 Fax: 2521890, E-Mail: cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 71+000 to Ch 72+000

DRAWING NO. MNH/DCD/NH-8/PNP/72 | DATE : JUNE 2007 | DRAWN (D) BIRENDRA | DESIGNED (A) RAJESH GUPTA | CHECKED (C) | APPROVED (D) | R DATE | REV E







CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegl@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

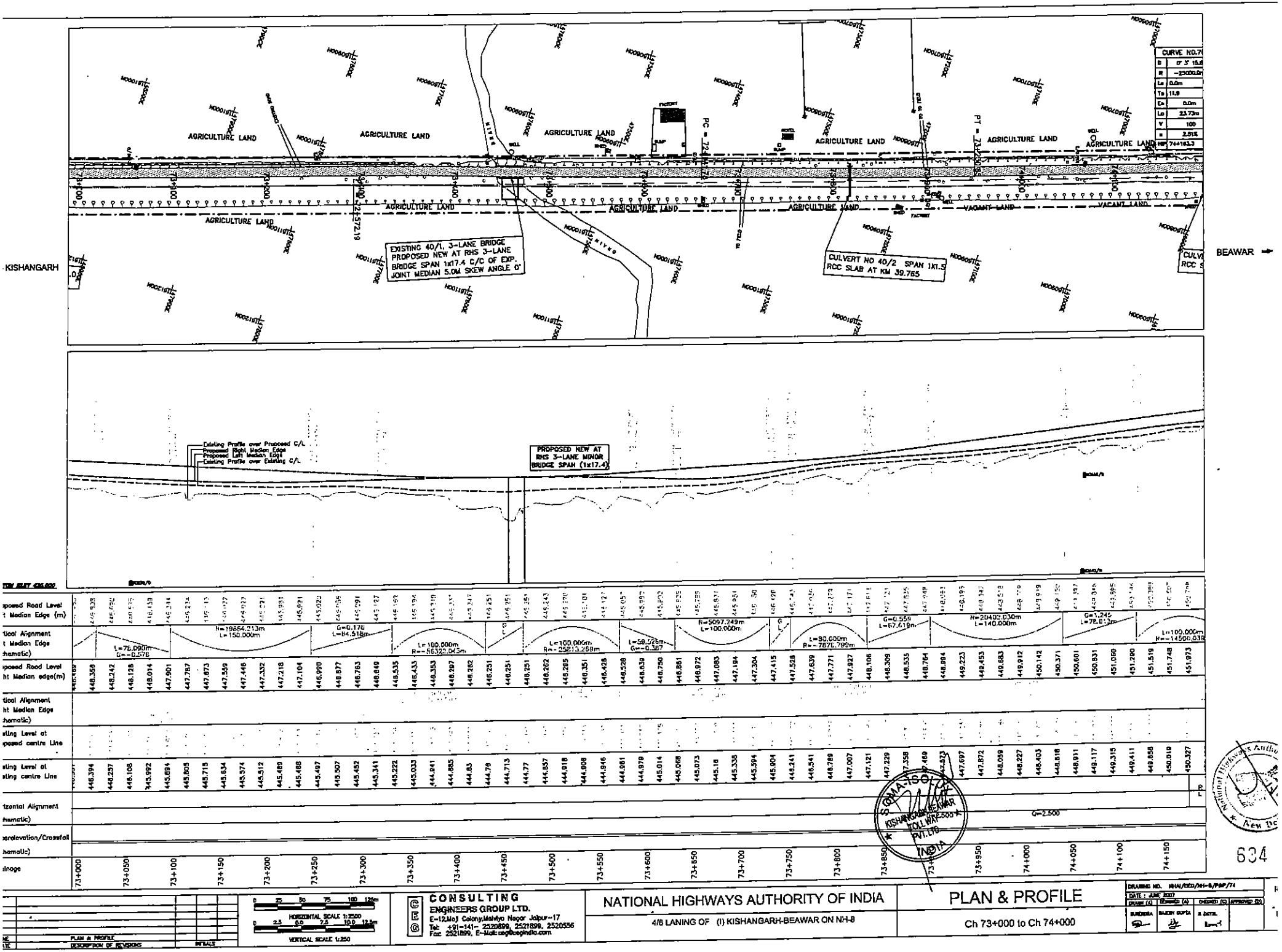
Ch 72+000 to Ch 73+000

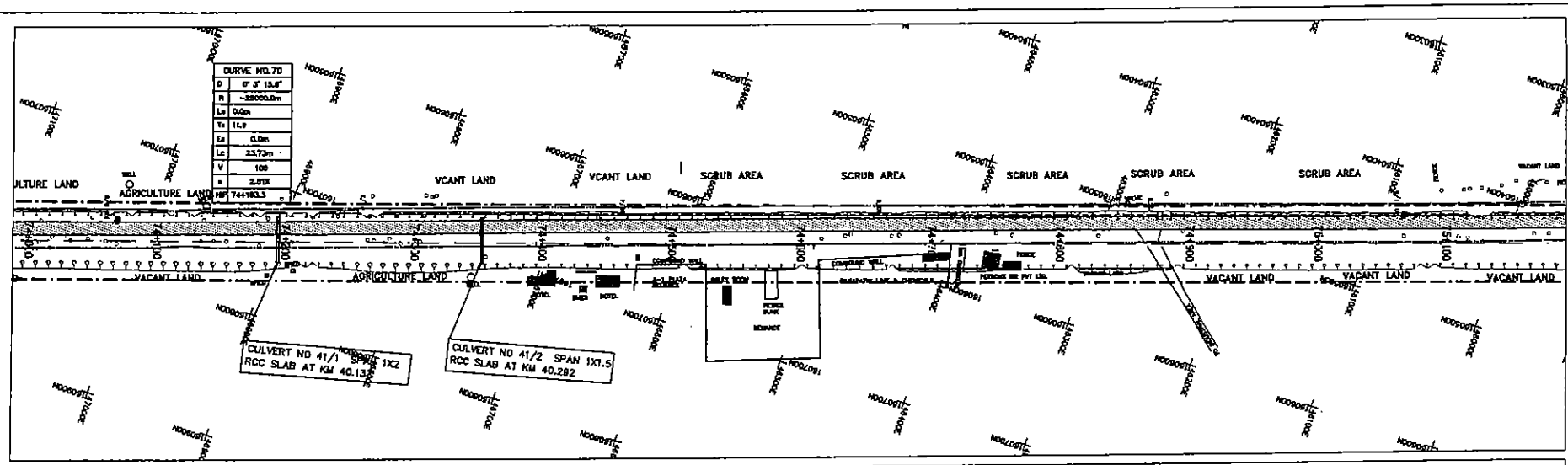
DRAWING NO. RHAI/ECD/NH-8/PnP/73
DATE 1 JUNE 2007
DRAWN (A) SURENDRA
DESIGNED (B) RAJEEV GUPTA
CHECKED (C) S DATAL
APPROVED (D)

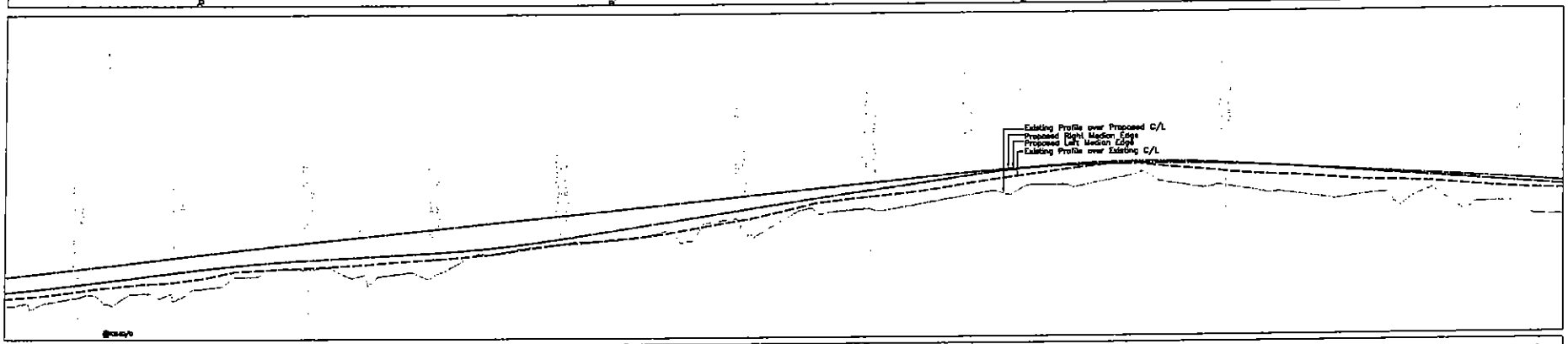
SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD.

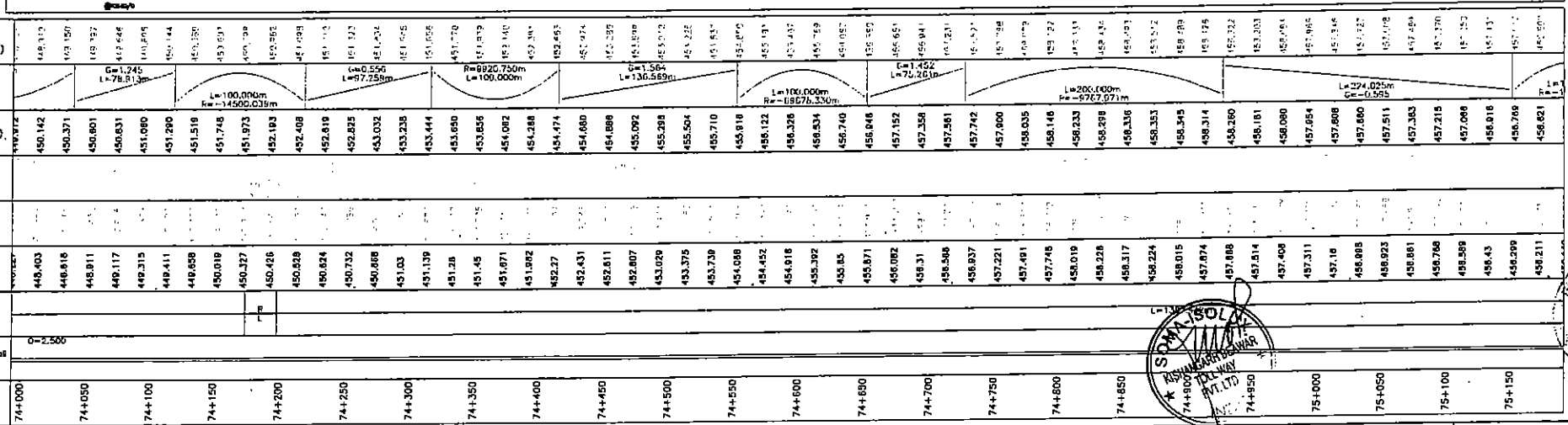
PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250


KISHANGARH
BEAWAR
AGRICULTURE LAND
VACANT LAND
EXISTING 40/1, 3-LANE BRIDGE
PROPOSED NEW AT RHS 3-LANE
BRIDGE SPAN 1x17.4 C/C OF EXP.
JOINT MEDIAN 5.0M SKEW ANGLE 0°
CULVERT NO 40/2 SPAN 1X1.5
RCC SLAB AT KM 39.755
PROPOSED NEW AT
RHS 3-LANE MINOR
BRIDGE SPAN (1x17.4)
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L
CURVE NO.7
PC = 73+272.719
PT = 73+772.719
74+183.3
CONSULTING
ENGINEERS GROUP LTD.
E-12,Moj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegl@cegindia.com
NATIONAL HIGHWAYS AUTHORITY OF INDIA
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8
PLAN & PROFILE
Ch 73+000 to Ch 74+000
DRAWING NO. NHAI/CED/NH-8/PMP/74
DATE : JUNE 2007
DRAWN (A) DESIGNED (A) CHECKED (C) APPROVED (D)
SURENDRA BALDEV GUPTA A.DATTA
HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250
DESCRIPTION OF REVISIONS
INITIALS
GMR TOLLWAYS PVT. LTD. INDIA
634





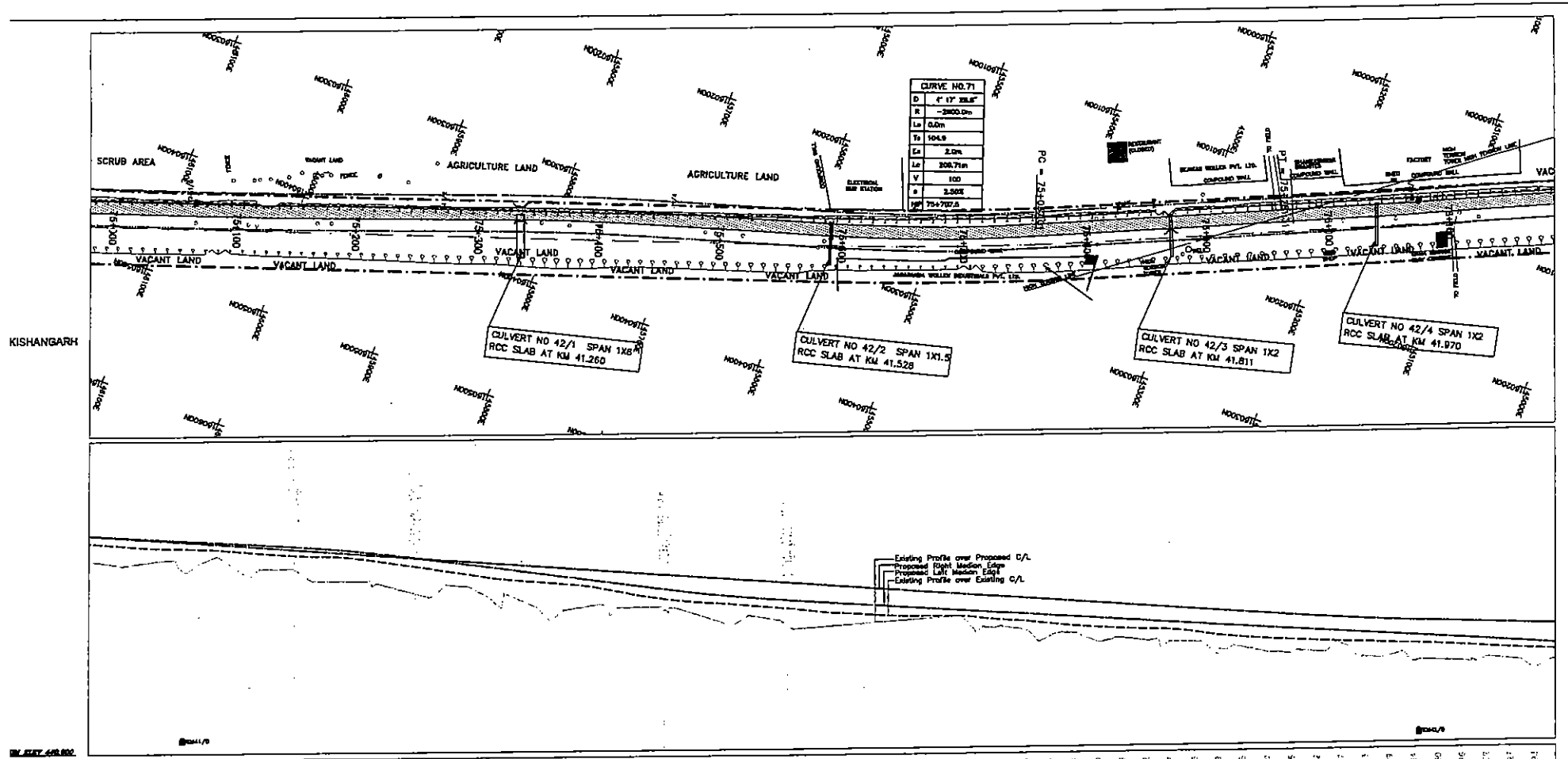


SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD.

Highways Authority of India

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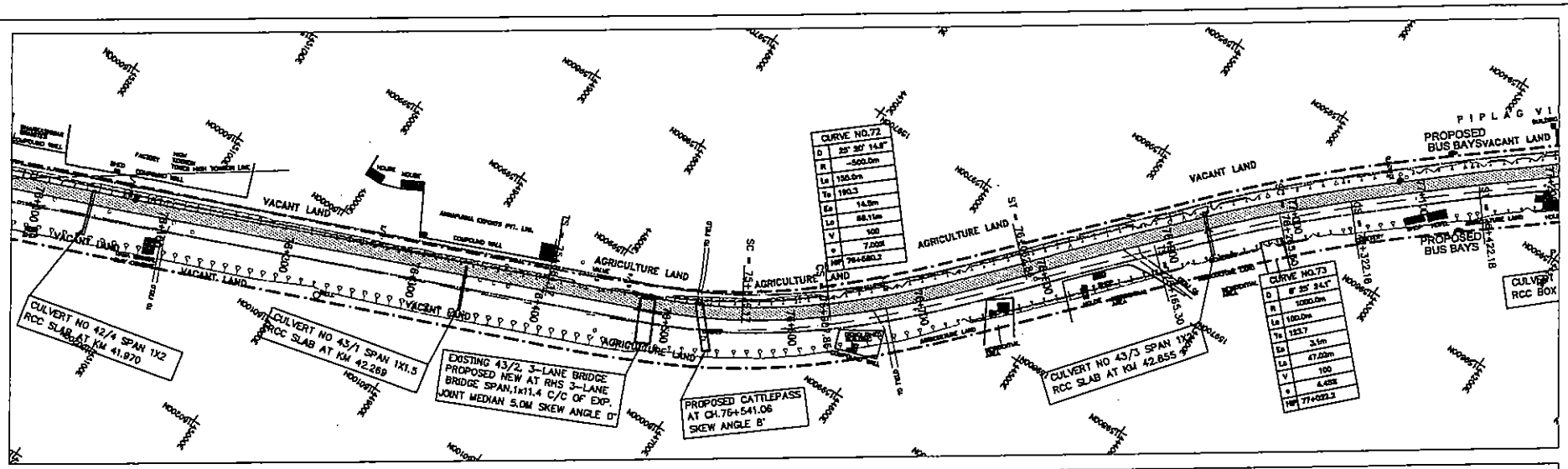
PLAN & PROFILE			CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Mahtjo Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:ceg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/EOD/NH-8/PNP/75
DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250		4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 74+000 to Ch 75+000	DATE : JUNE 2007
						DRAWN (A) RAJESH GUPTA DESIGNED (A) R. DASH CHECKED (C) APPROVED (D)

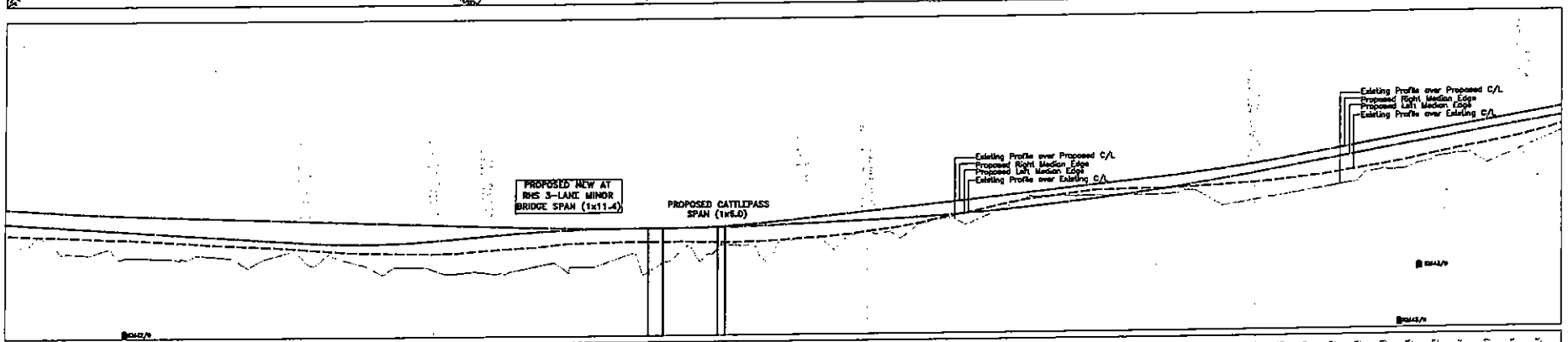

KISHANGARH
BEAWAR
SCRUB AREA
AGRICULTURE LAND
AGRICULTURE LAND
VACANT LAND
VACANT LAND
VACANT LAND
VACANT LAND
VACANT LAND
VACANT LAND
CURVE NO.71
D 4° 17' 28.8"
R -2800.0m
Ls 0.0m
Ts 104.9
Es 2.0m
Lc 208.71m
V 100
e 2.50%
PC = 75+707.5
CULVERT NO 42/1 SPAN 1X8 RCC SLAB AT KM 41.260
CULVERT NO 42/2 SPAN 1X1.5 RCC SLAB AT KM 41.528
CULVERT NO 42/3 SPAN 1X2 RCC SLAB AT KM 41.811
CULVERT NO 42/4 SPAN 1X2 RCC SLAB AT KM 41.970
Existing Profile over Proposed C/L
Proposed Right Median Edge
Proposed Left Median Edge
Existing Profile over Existing C/L

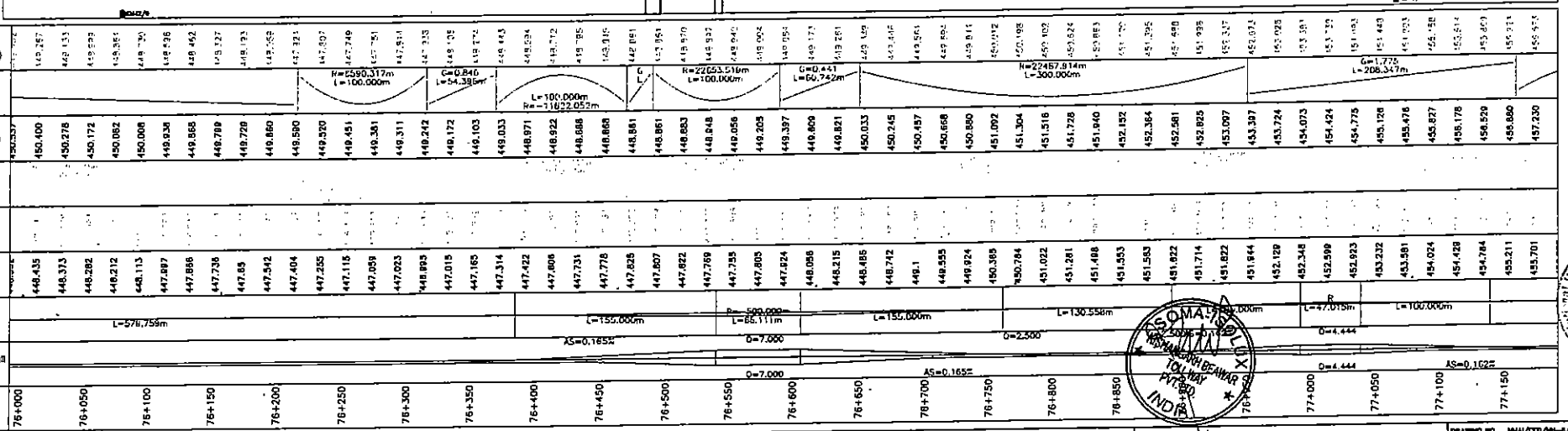
| | | |

KISHANGARH

BEAWAR →







637

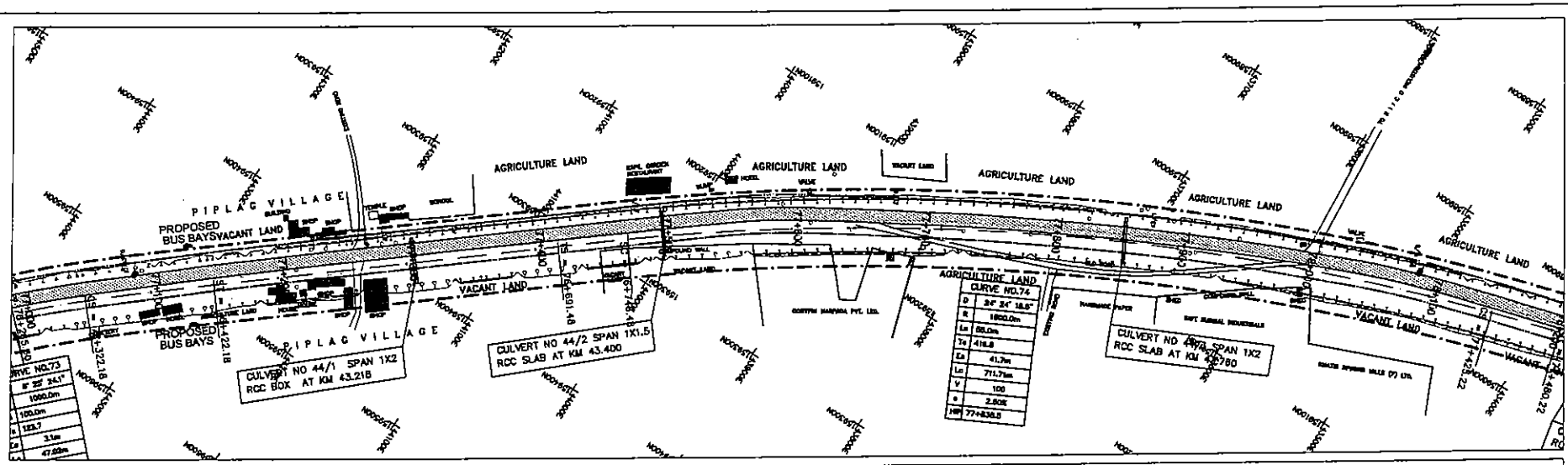
	PLAN & PROFILE DESCRIPTION OF REVISIONS	DETAILS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail:cegjaipur@india.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

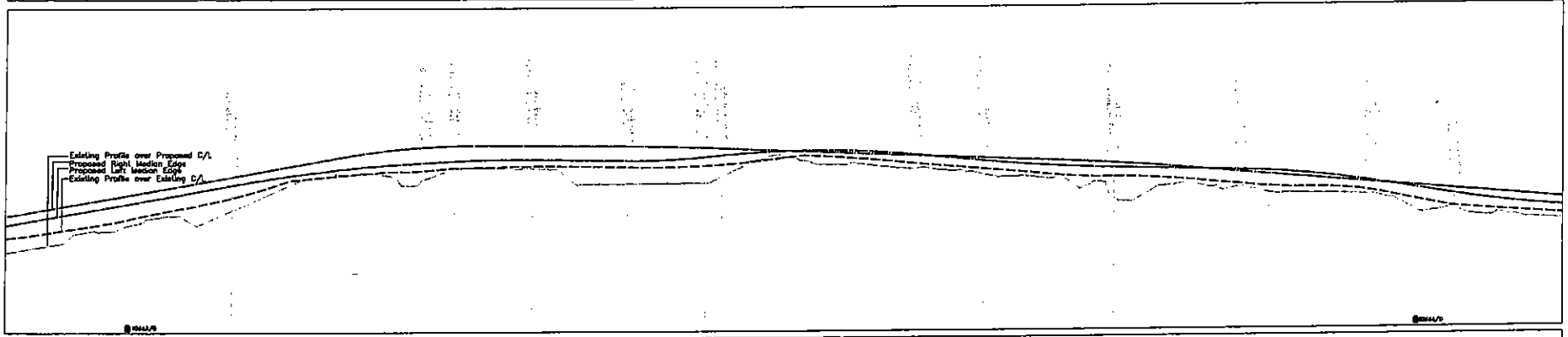
PLAN & PROFILE
Ch 76+000 to Ch 77+000

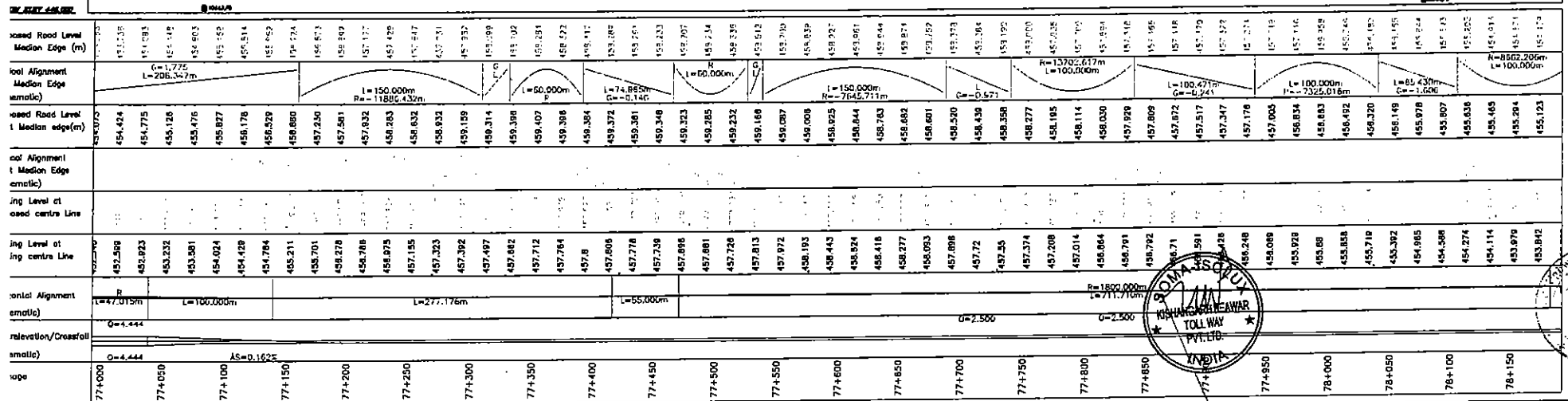
DRAWING NO. NHAI/000/NH-8/P&P/77
DATE : JUNE 2007
DRAWN (A) BANDEKA | BEGINNED (A) RAJESH GUPTA | CHECKED (S) | APPROVED (D) E.DIRECTOR

KISHANGARH

BEAWAR







ROMA ISOLUX
KISHANGARH BEAWAR TOLL WAY PVT. LTD.
INDIA

National Highways Authority of India

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PLAN & PROFILE							
DESCRIPTION OF REVISIONS		INITIALS					

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250

CONSULTING ENGINEERS GROUP LTD.
E-12,Maj Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520899, 2521899, 2520556
Fax: 2521899, E-Mail: cegl@cegindia.com

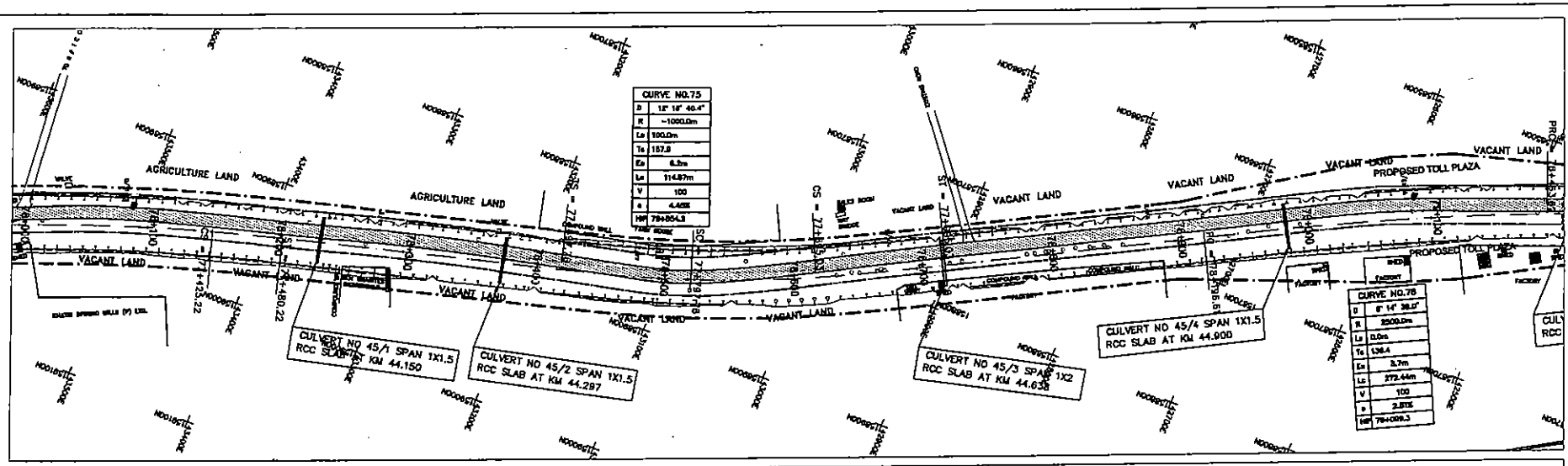
NATIONAL HIGHWAYS AUTHORITY OF INDIA

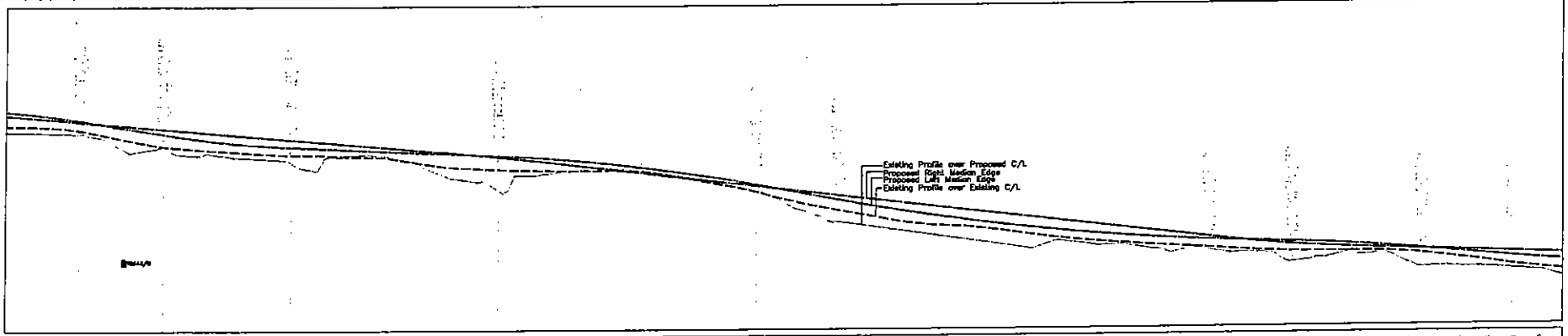
4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

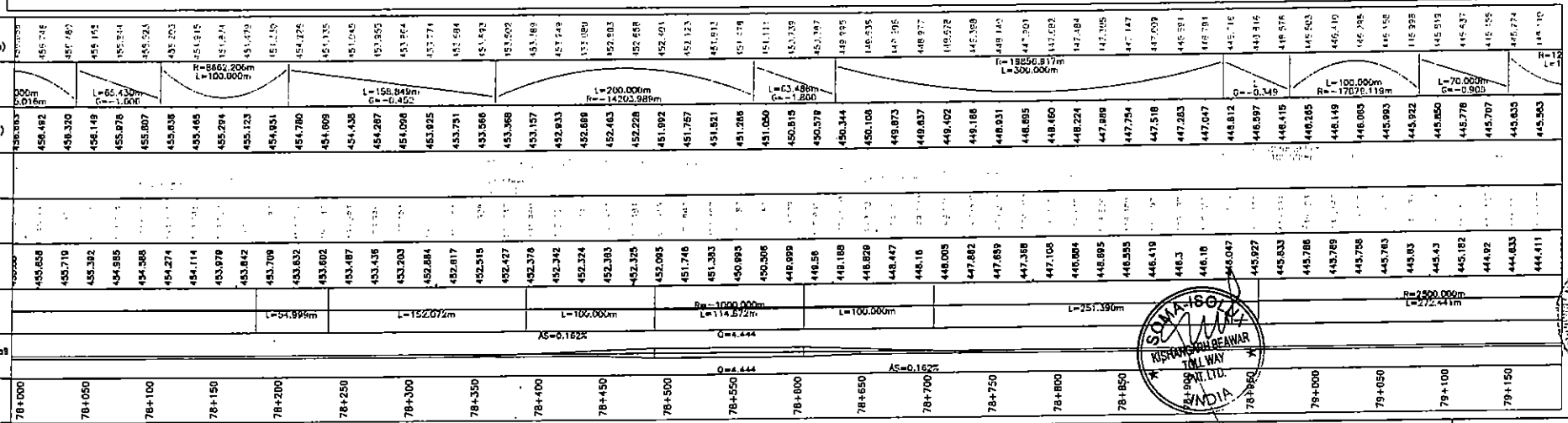
PLAN & PROFILE

Ch 77+000 to Ch 78+000

DRAWING NO. NHAI/CEGL/NH-8/PNP/78			
DATE (AD)			
DRAWN (A)	CHECKED (A)	CHECKED (C)	APPROVED (D)
SUNDEEP	RAJEEV GUPTA	R DATEL	







SOMA-ISOLUX KISHANGARH BEAWAR TOLL WAY PVT. LTD. INDIA

National Highways Authority of India New Delhi

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CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegjaipur@vsnl.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/DOD/NH-8/P&P/79	RE
	4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 78+000 to Ch 79+000	DATE : JUNE 2007	E
			DRAWN (A) SUNDEEP	DESIGNED (A) RAJEEV GUPTA	CHECKED (C)	APPROVED (D)

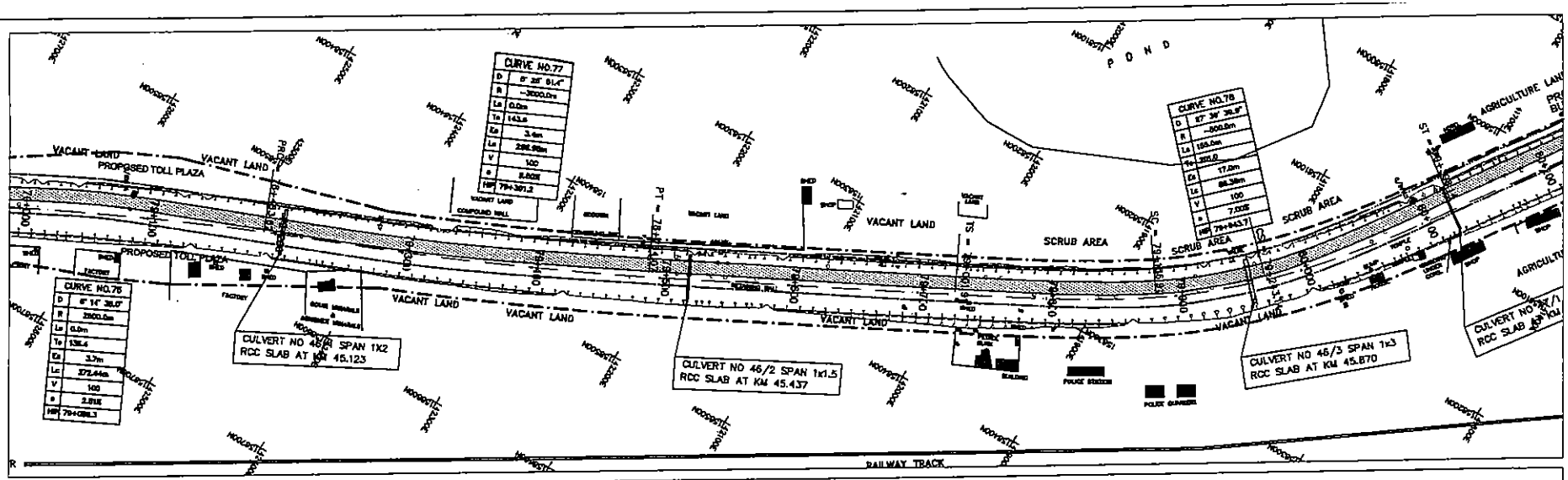
HORIZONTAL SCALE 1:2000

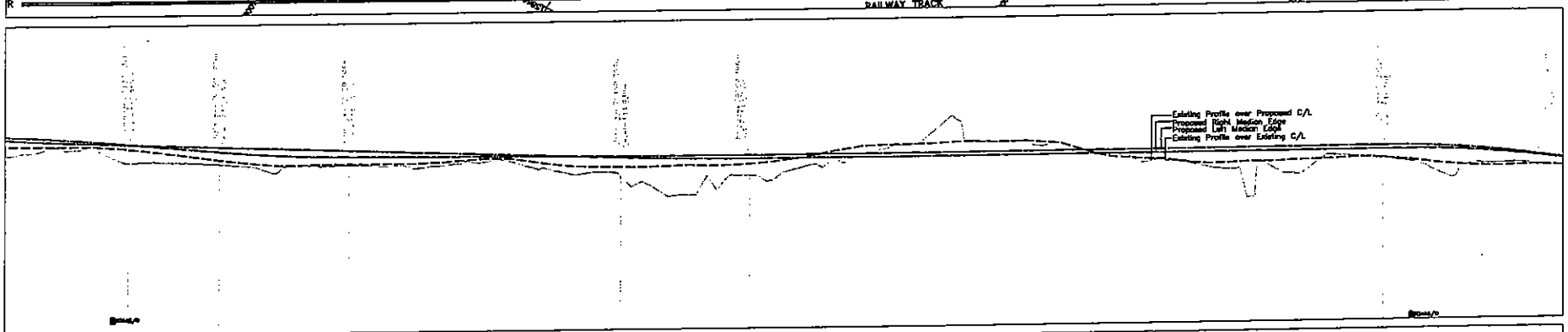
VERTICAL SCALE 1:250

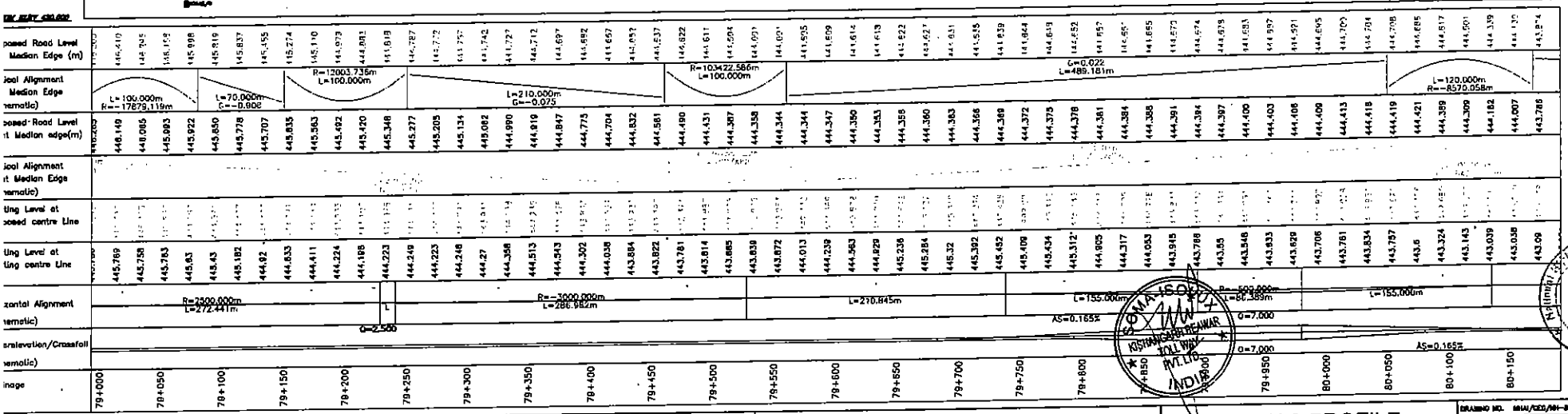
PLAN & PROFILE

DESCRIPTION OF REVISIONS

INITIALS







SOMA-ISOL JV
KISHANGARH-BEAWAR TOLLWAY PVT. LTD.
INDIA

National Highways Authority of India
Area Delhi

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CONSULTING ENGINEERS GROUP LTD.
E-12,Maji Colony,Malviya Nagar Jaipur-17
Tel: +91-141- 2520699, 2521899, 2520556
Fax: 2521599, E-Mail:cegjpr@sancharnet.in

NATIONAL HIGHWAYS AUTHORITY OF INDIA

4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8

PLAN & PROFILE

Ch 79+000 to Ch 80+000

DRAWING NO. NHAI/DCE/NH-8/PMF/80

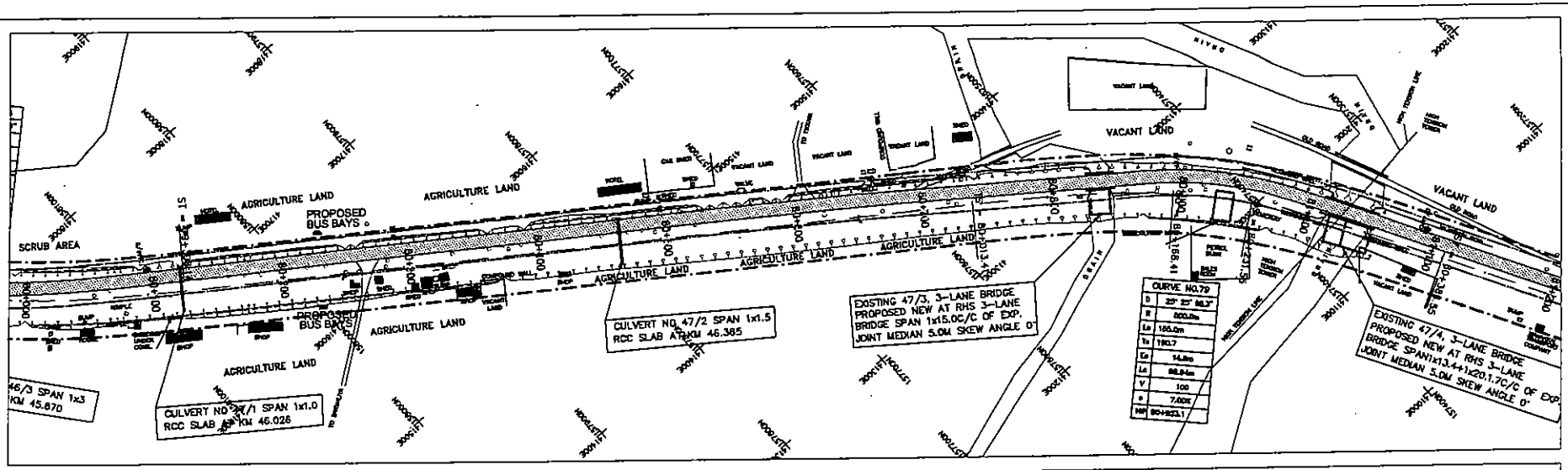
DATE : JUNE 2007

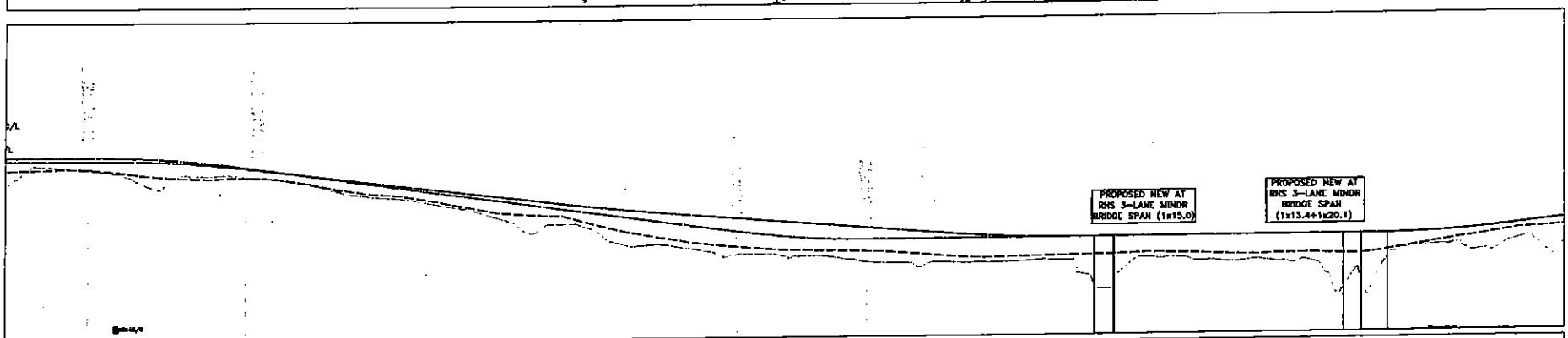
DRAWN (S) | DESIGNED (A) | CHECKED (S) | APPROVED (D)

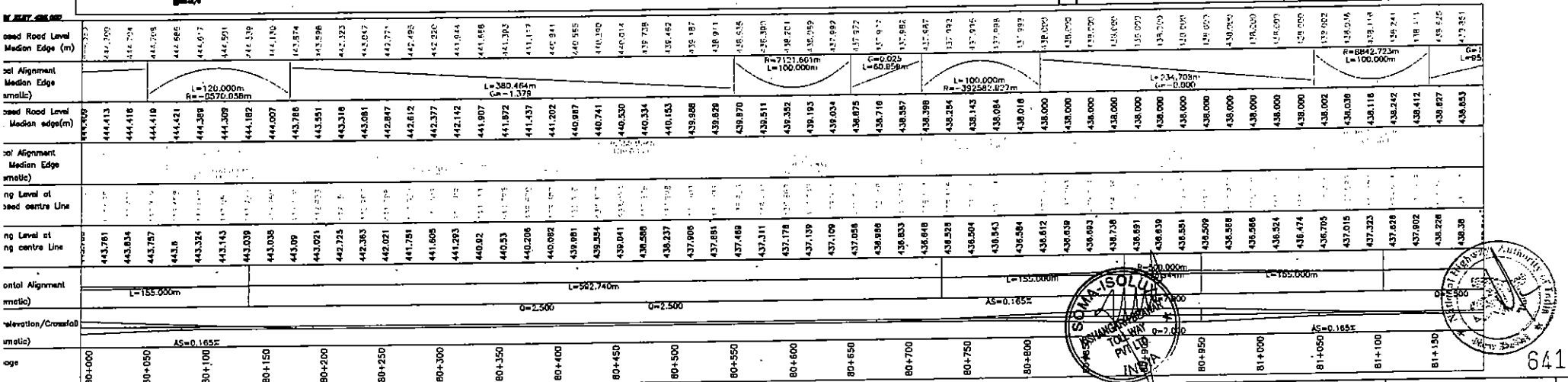
SHOBHA | SUDIN GUPTA

PLAN & PROFILE
DESCRIPTION OF REVISIONS
INITIALS

HORIZONTAL SCALE 1:2500
VERTICAL SCALE 1:250



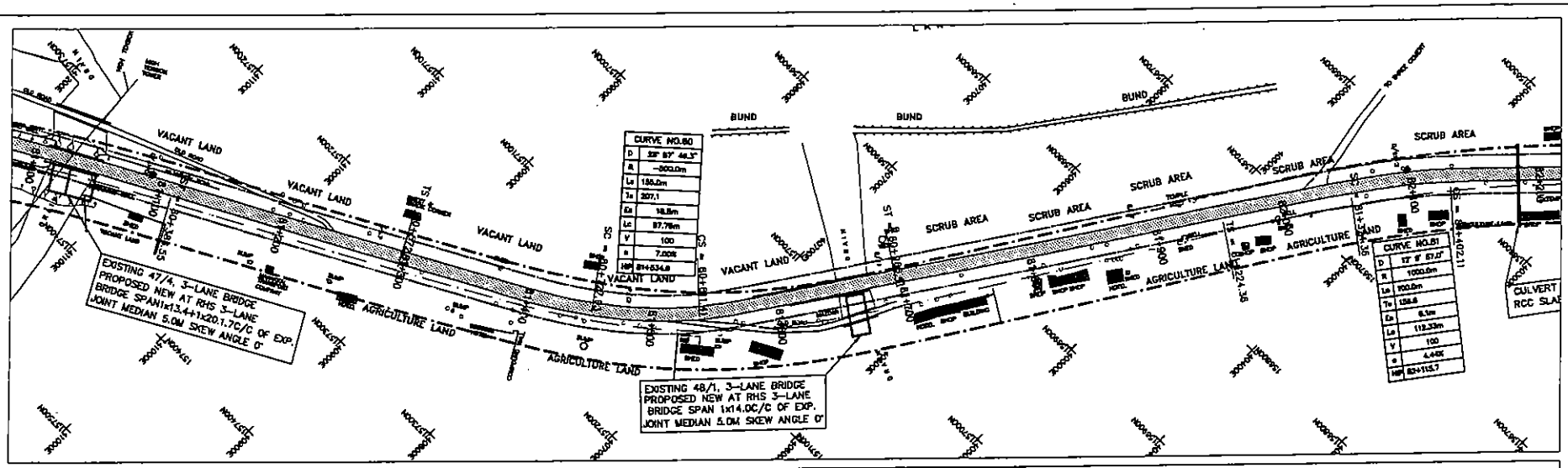


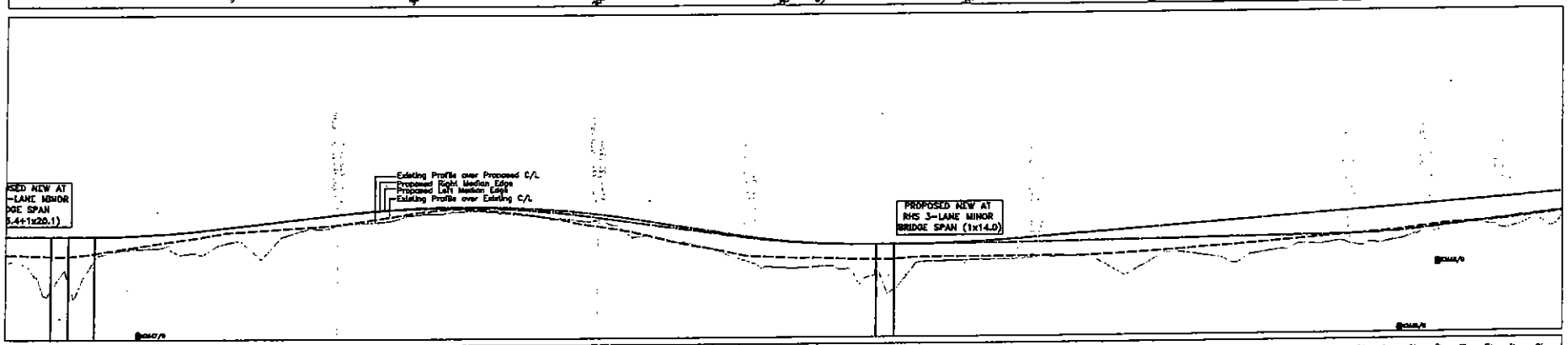


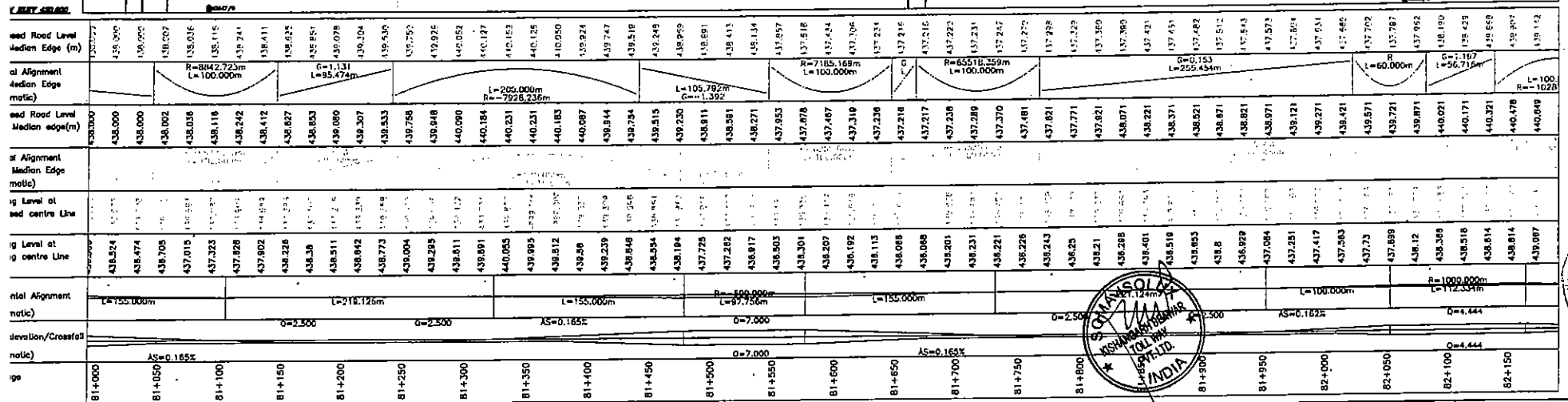
SOMA-ISOLUX BISHANGARHBEAWAR TOLL WAY PVT. LTD. INDIA

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PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegjp@cegindia.com
NATIONAL HIGHWAYS AUTHORITY OF INDIA	4/6 LANING OF (i) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE	Ch 80+000 to Ch 81+000
DRAWING NO. NHAI/CEO/NH-8/P&P/80	DATE : JUNE 2007	DRAWN (A) SURENDRA	CHECKED (C) RAJESH GUPTA
APPROVED (D) E DATE:			



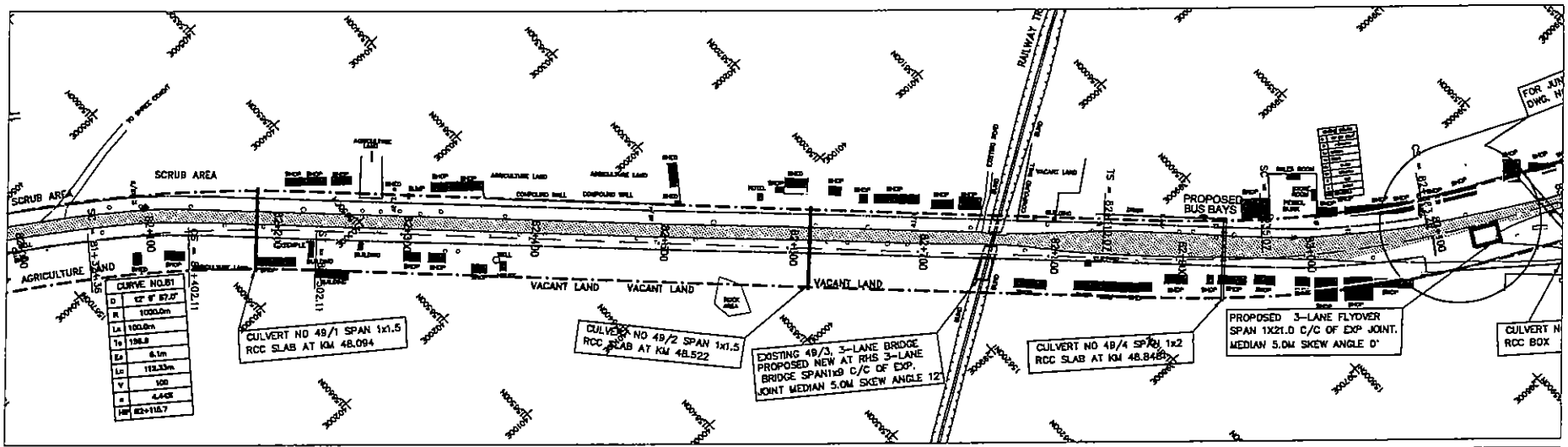


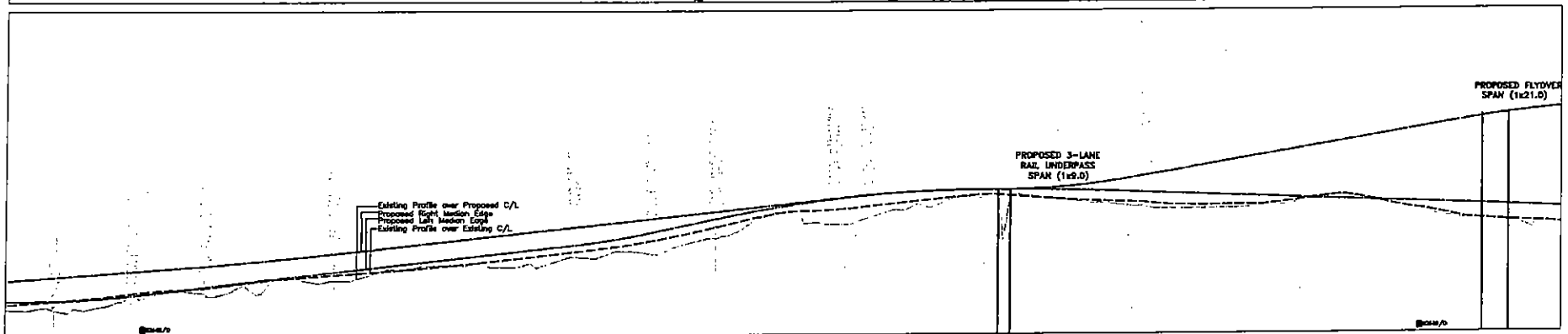


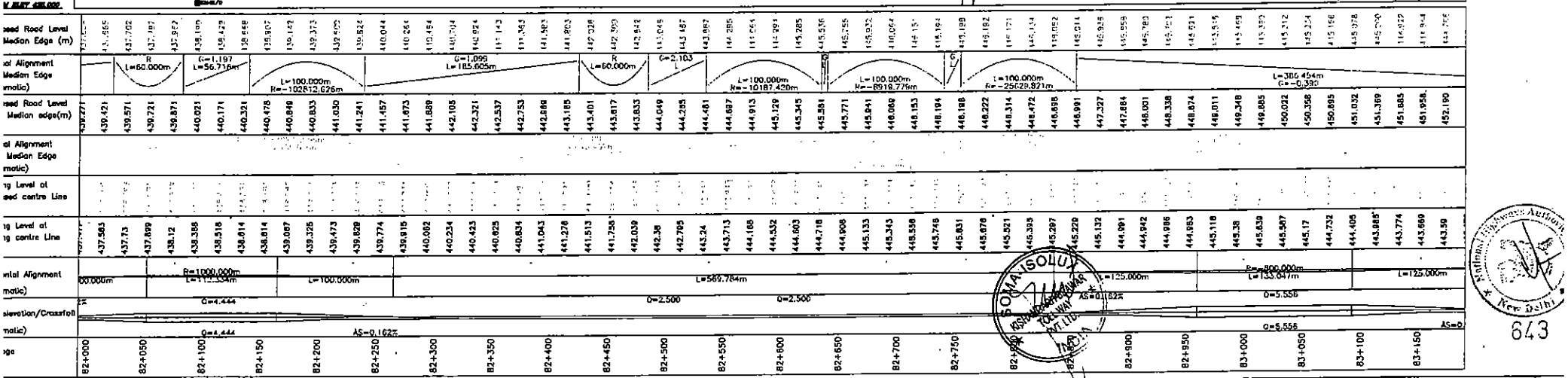
CHAMUNDA TOLL WAY PVT. LTD. INDIA

642

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520099, 2521899, 2520556 Fax: 2521899, E-Mail:cegdcegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 81+000 to Ch 82+000	DRAWING NO. NHAI/CEG/NH-8/P&P/82 DATE : JUNE 2007 DRAWN (A) RAJESH GUPTA DESIGNED (C) CHECKED (C) APPROVED (D) R DAVE	REV E

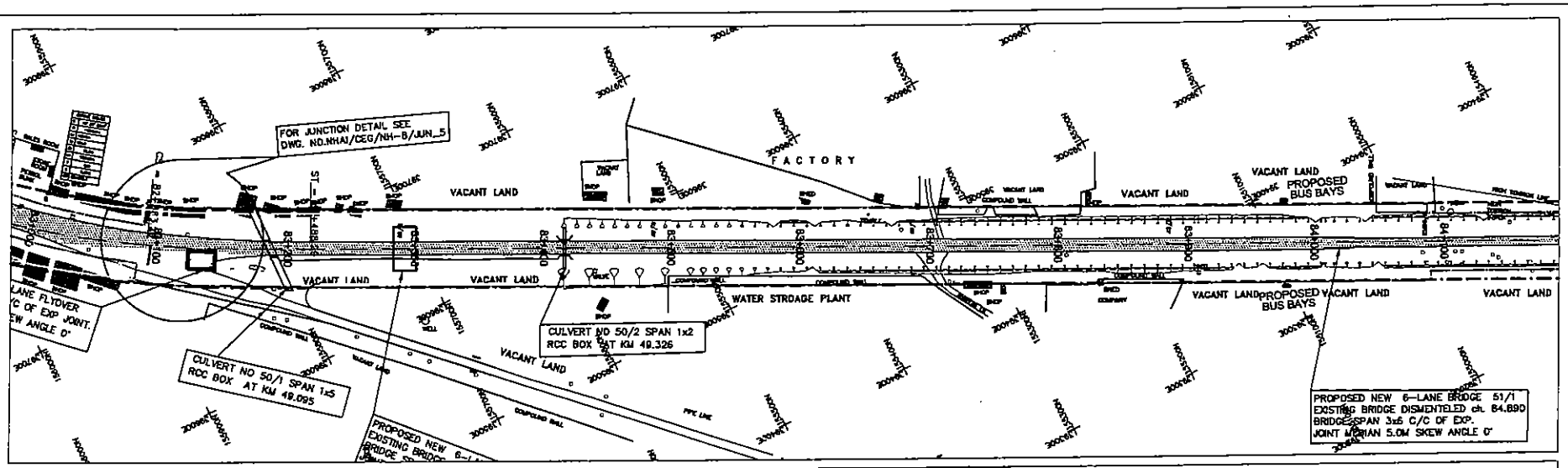






PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: ceg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 82+000 to Ch 83+000	DRAWING NO. NHAI/DDI/NH-8/P&P/83 DATE : JUNE 2007 DRAWN (A) SUREKHA DESIGNED (C) RAJESH GUPTA CHECKED (C) R DATE APPROVED (D)	REV E

643



posed Road Level Median Edge (m)

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posed Road Level t Median edge(m)

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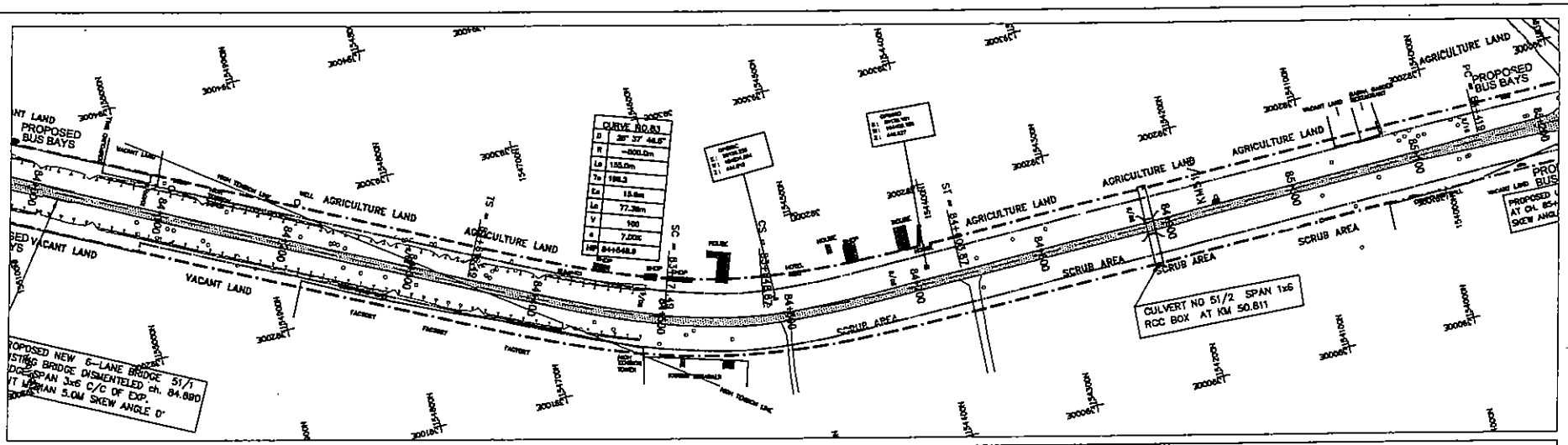
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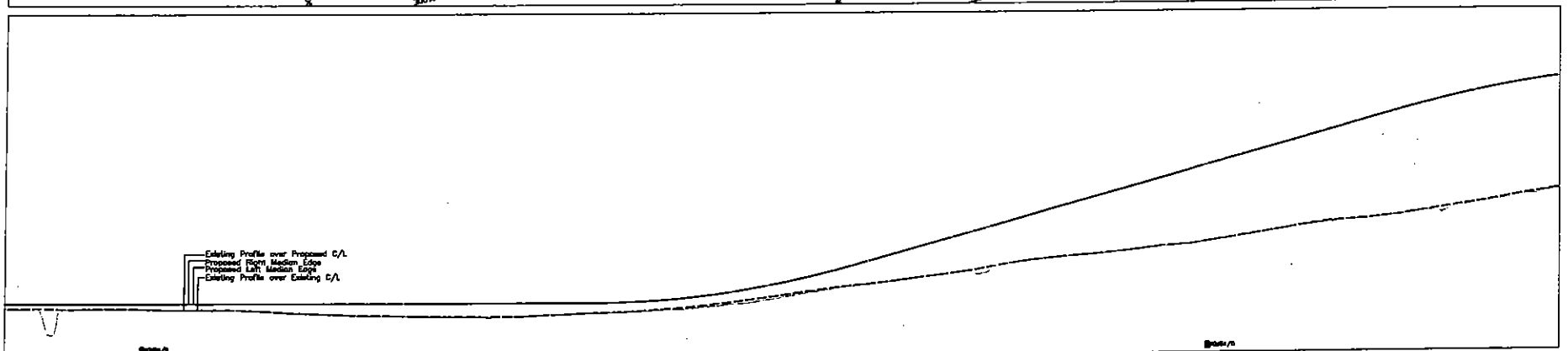
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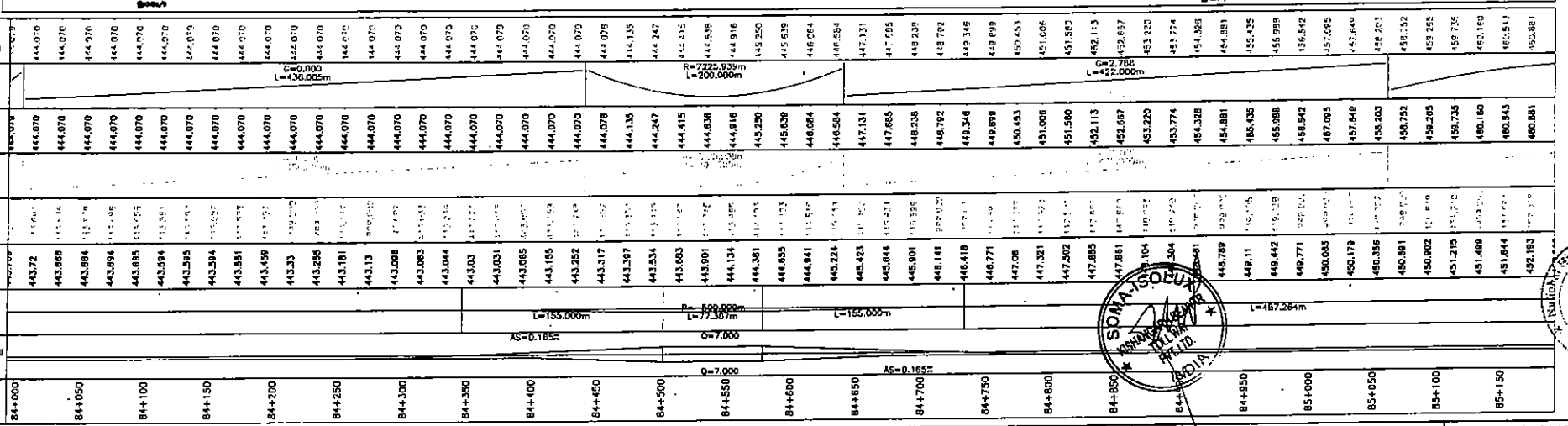
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KISHANGARH

BEAWAR →





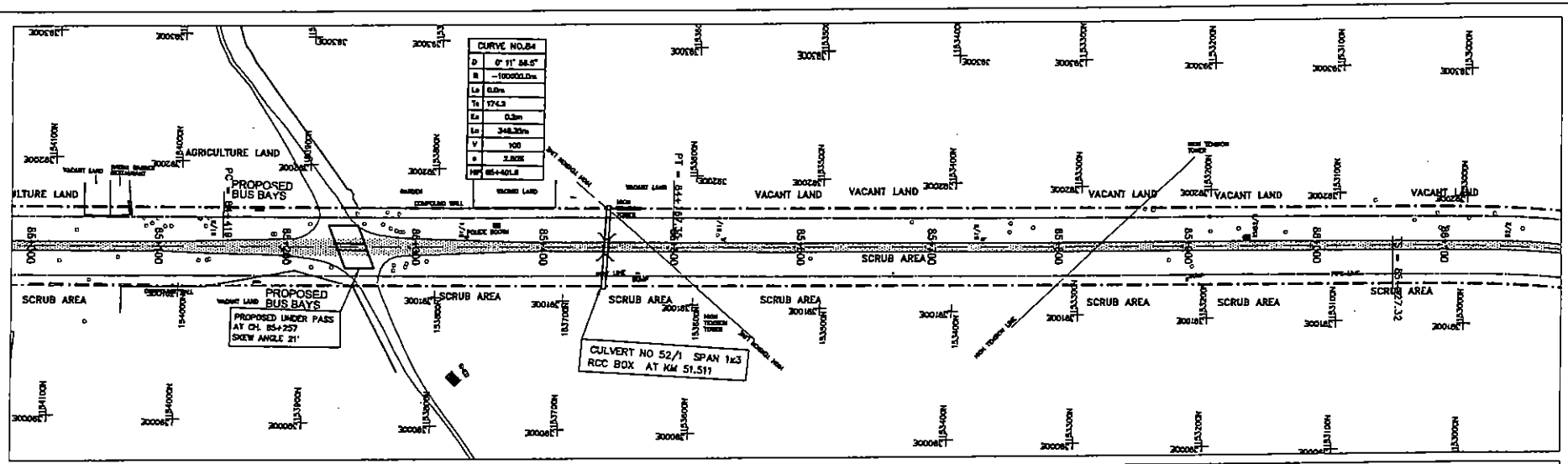


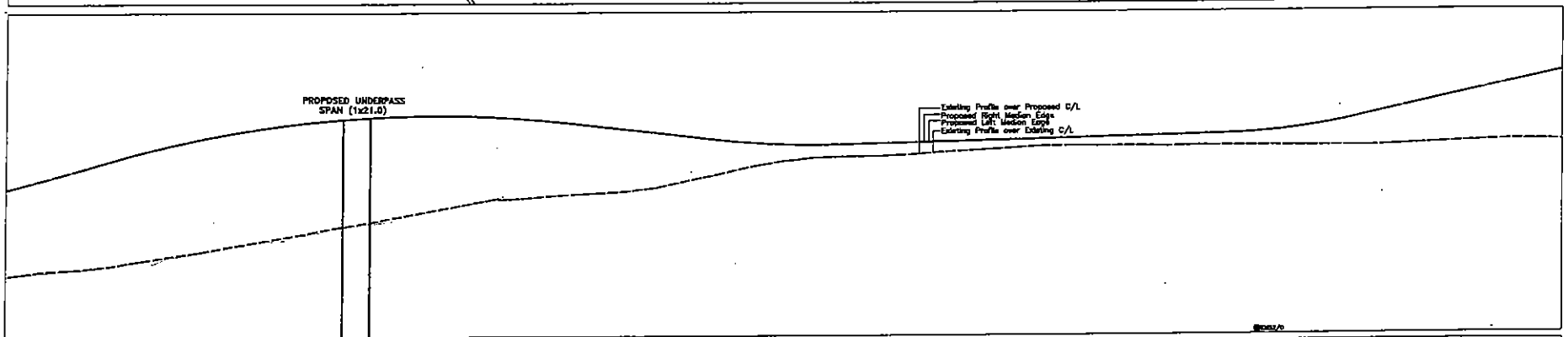
SOMA-ISOLUX KISHANGARH-BEAWAR TOLLWAY PVT. LTD. INDIA

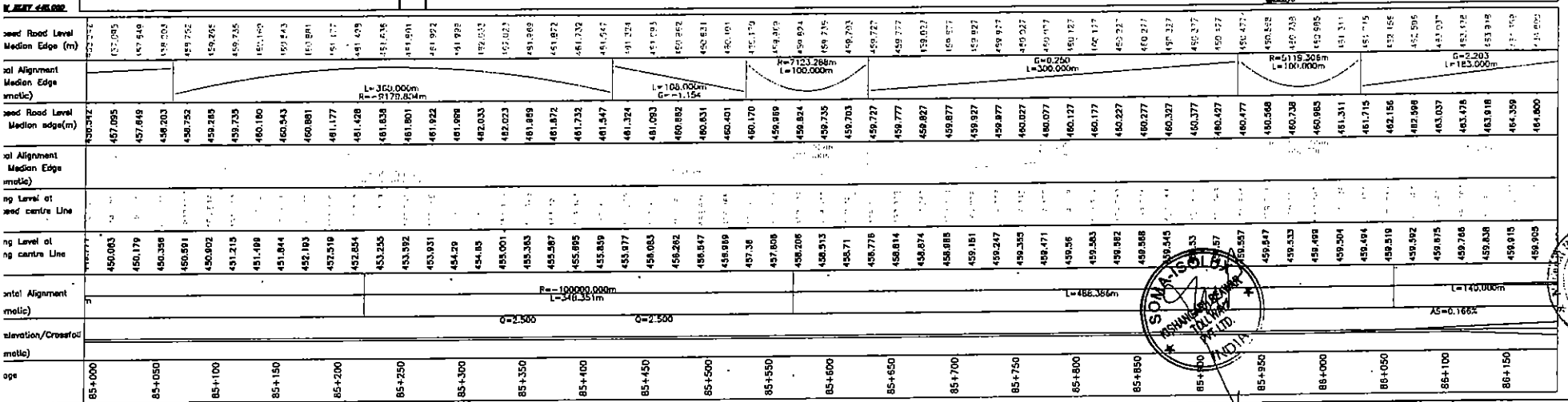
National Highways Authority of India New Delhi

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PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520896, 2521899, 2520556 Fax: 2521899, E-Mail: cegdce@indiatimes.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 84+000 to Ch 85+000	DRAWING NO. NHAI/CEO/NH-8/PAP/85 DATE : JUNE 2007 DRAWN (A) DESIGNED (A) CHECKED (C) APPROVED (D) SUBMITTED BY: RAJESH GUPTA DATE:





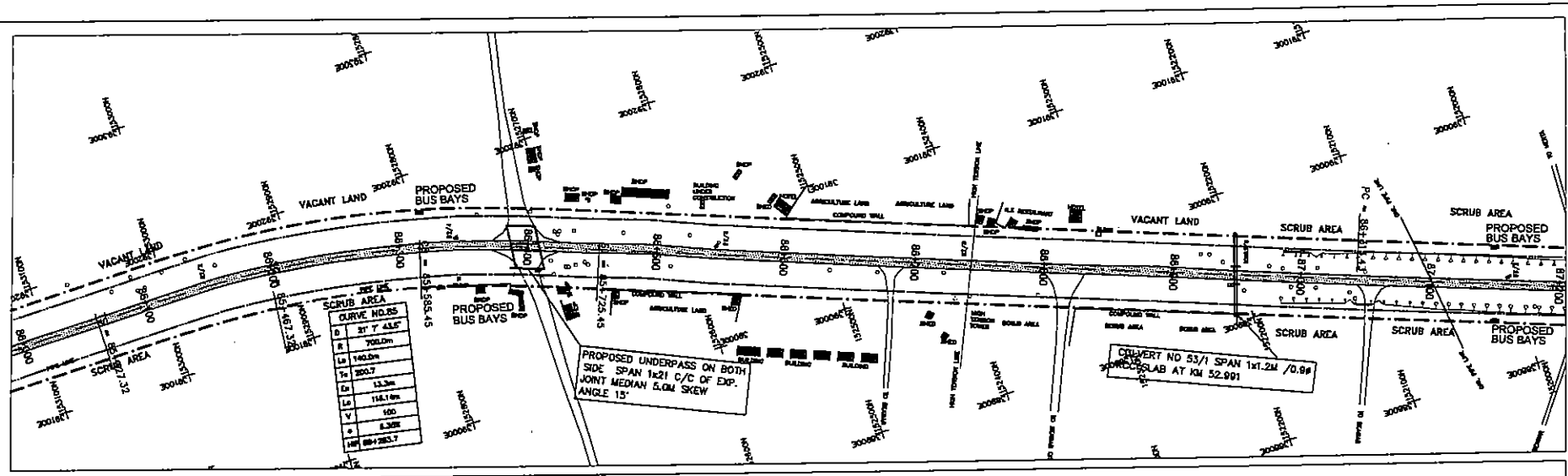


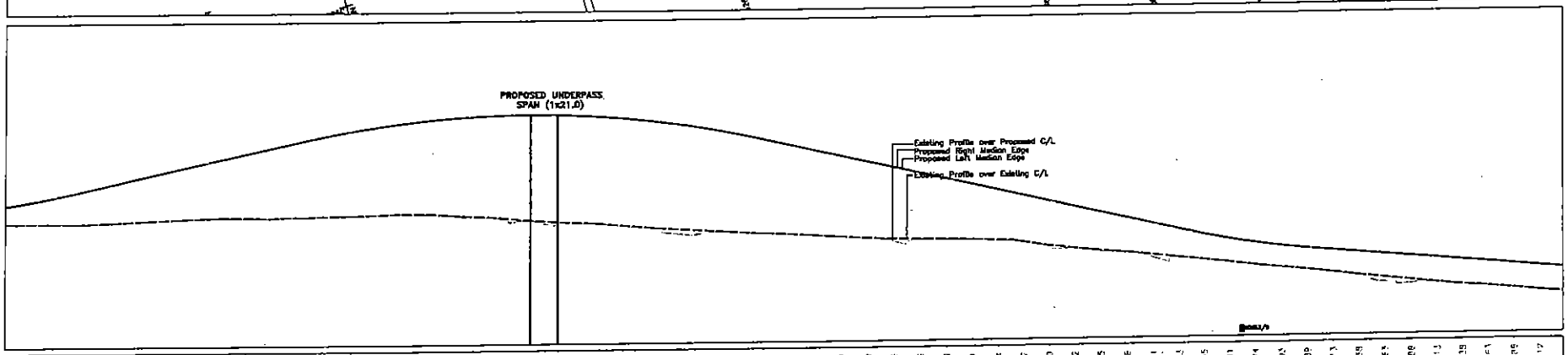
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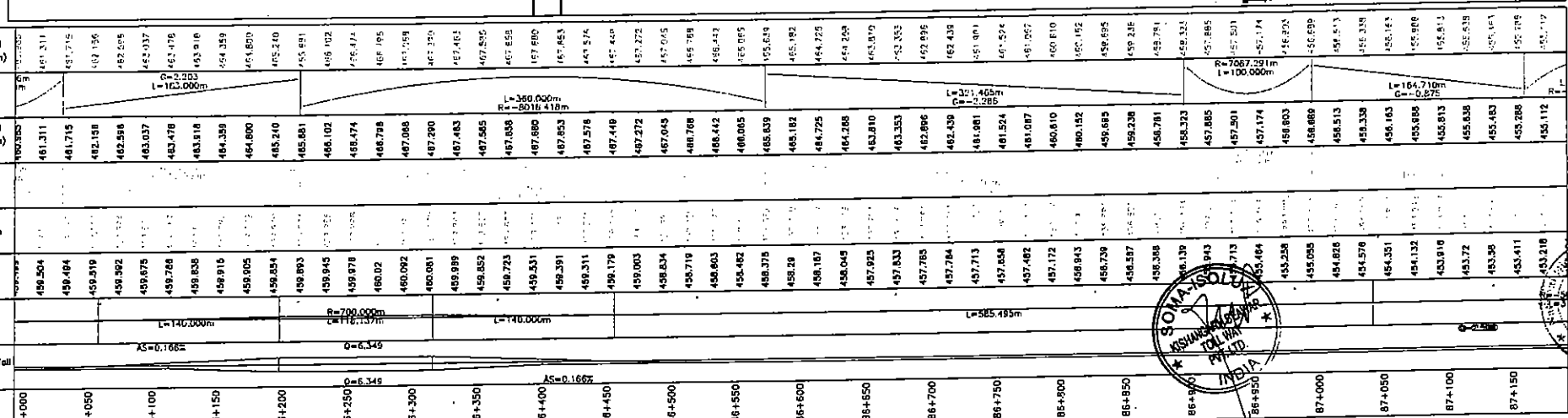
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520690, 2521899, 2520556 Fax: 2521899, E-Mail: ceg@ceginda.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 85+000 to Ch 86+000

DRAWING NO. NHAI/CEG/NH-8/P&P/85 | DATE : JUNE 2007 | DRAWN (A) SURENDRA | DESIGNED (A) RAJESH GUPTA | CHECKED (C) | APPROVED (D) | E DATUM

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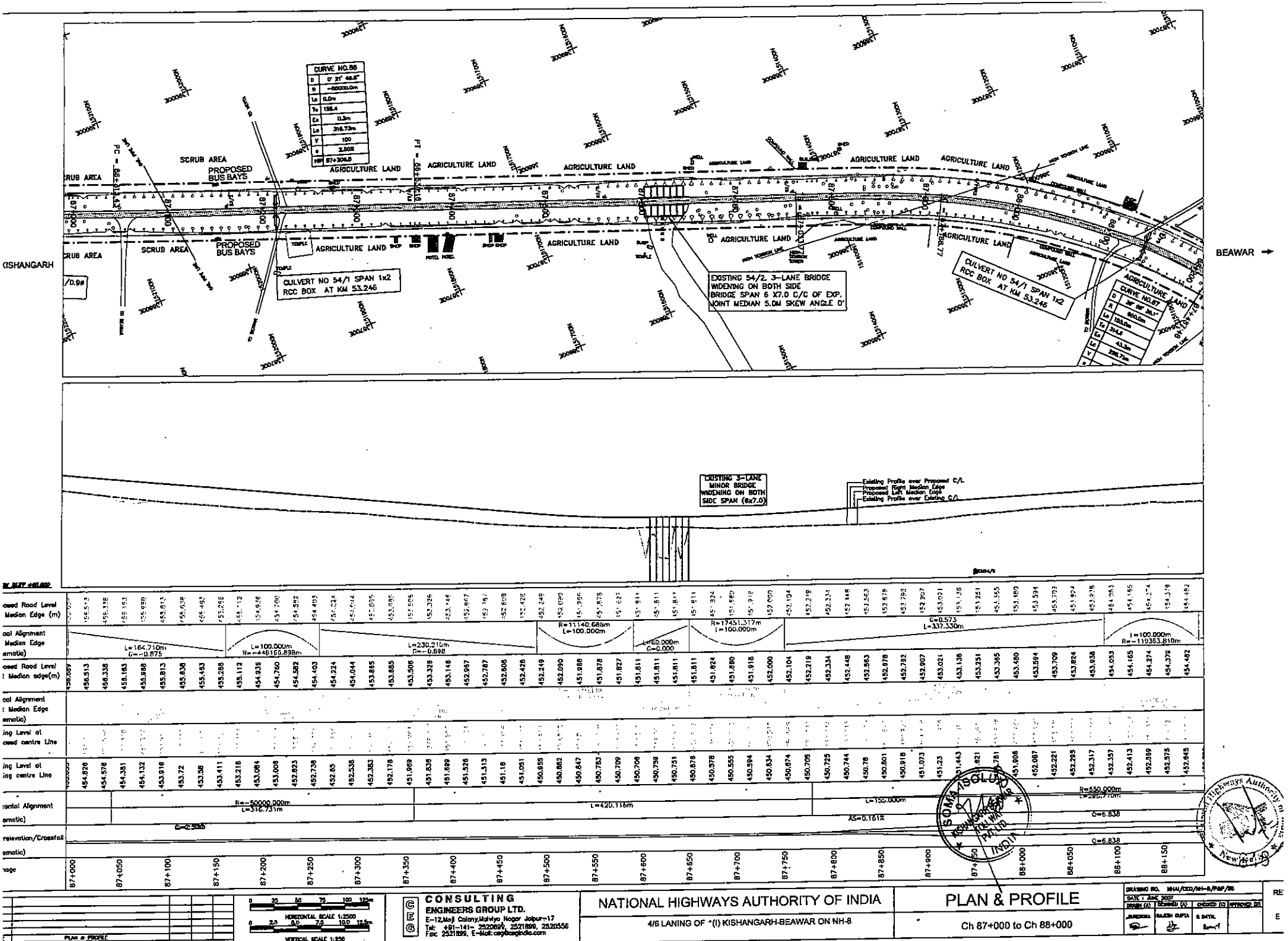


SOMA-ISOLUX KISHANGARH TOLL WAY PVT. LTD. INDIA

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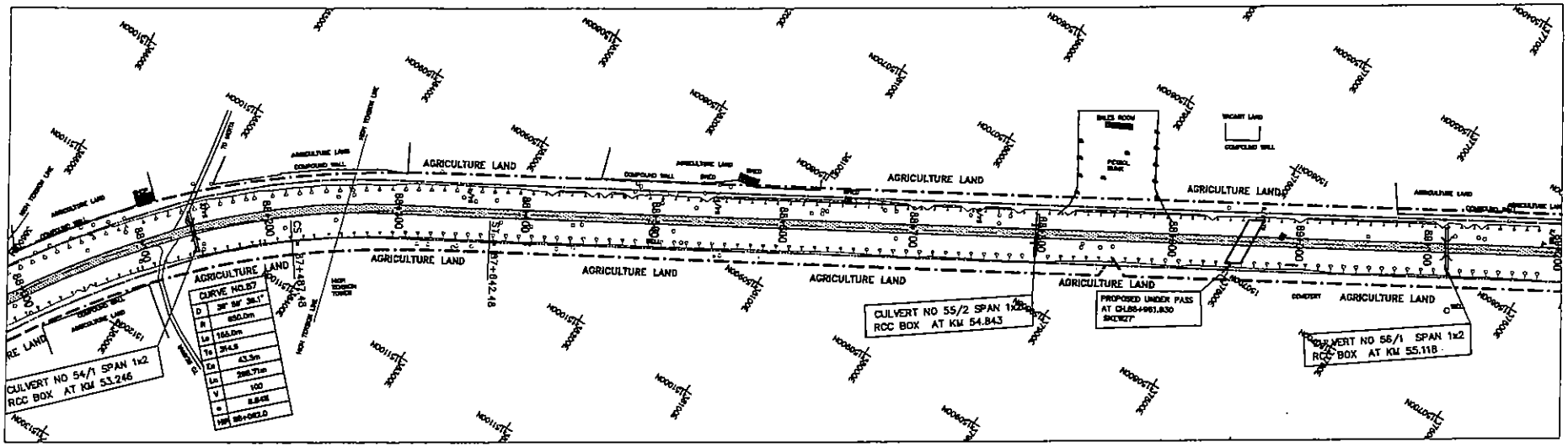
PLAN & PROFILE DESCRIPTION OF REVISIONS	DETAILS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegjaipur@gmail.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 86+000 to Ch 87+000

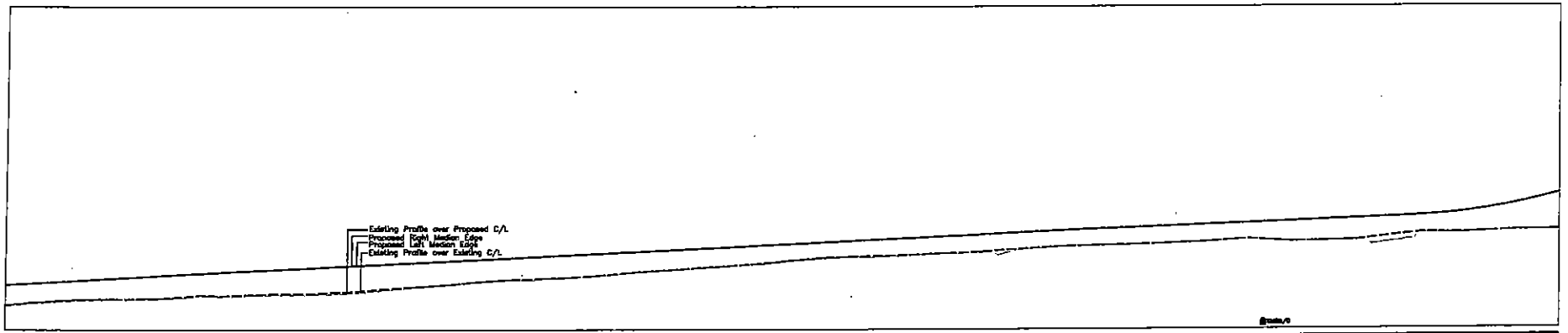
DRAWING NO. NHAI/DED/NH-8/P&P/87 | DATE : JUNE 2007 | DRAWN (A) SUNDEEP | DESIGNED (A) RAJESH GUPTA | CHECKED (C) | APPROVED (D) | REV E

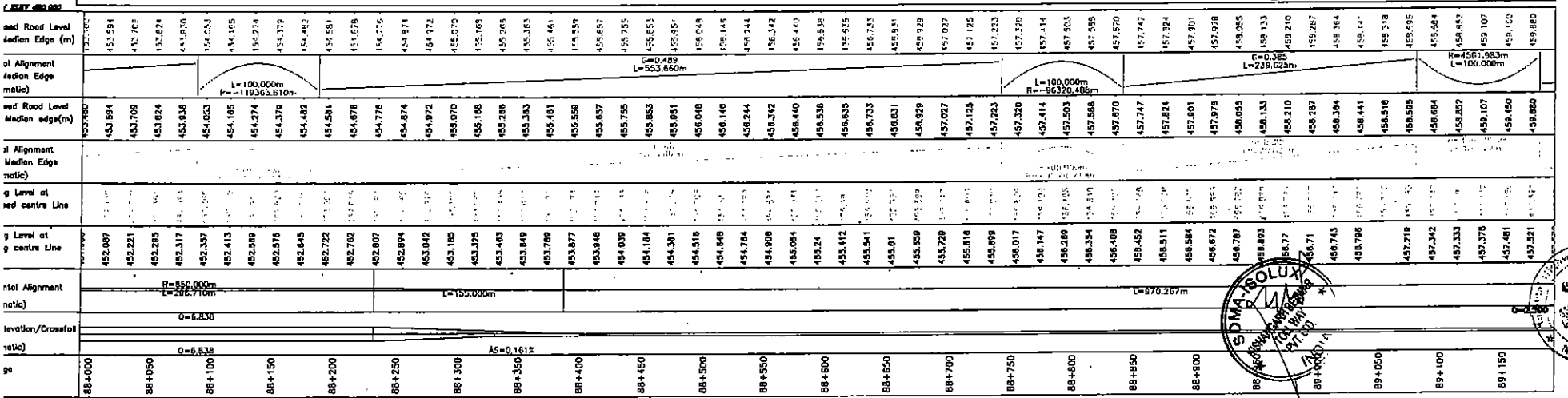


PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520699, 2521899, 2520556 Fax: 2521899, E-Mail: cegi@cegindia.com

NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/ECO/NH-8/P&P/86	
4/6 LANING OF "(I) KISHANGARH-BEAWAR ON NH-8	Ch 87+000 to Ch 88+000	DATE 7 JUNE 2007	
		DRAWN (A) SURENDRA	CHECKED (C) RAJESH GUPTA
		APPROVED (E) S.BATRA	

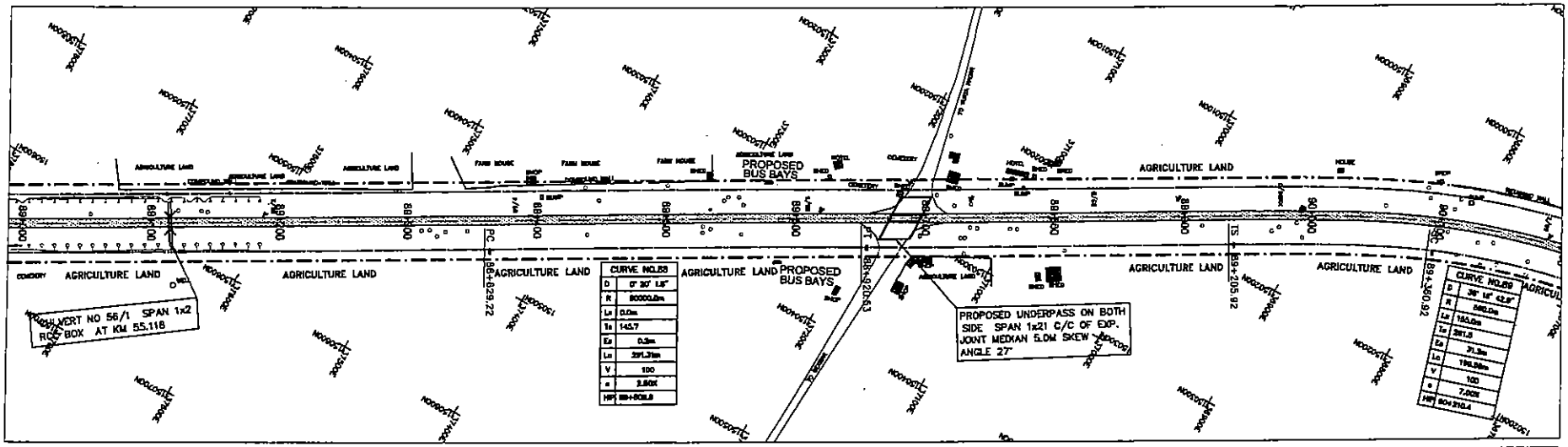


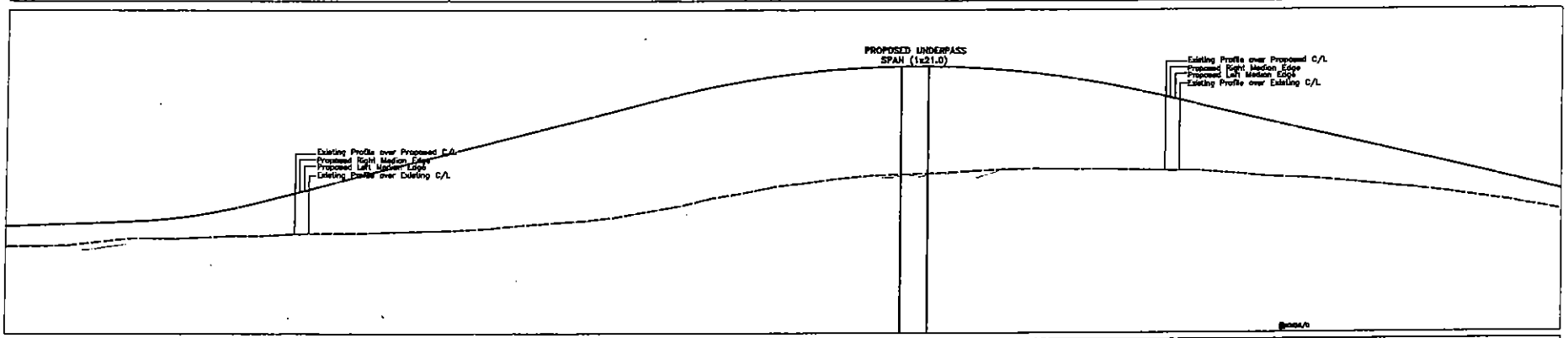


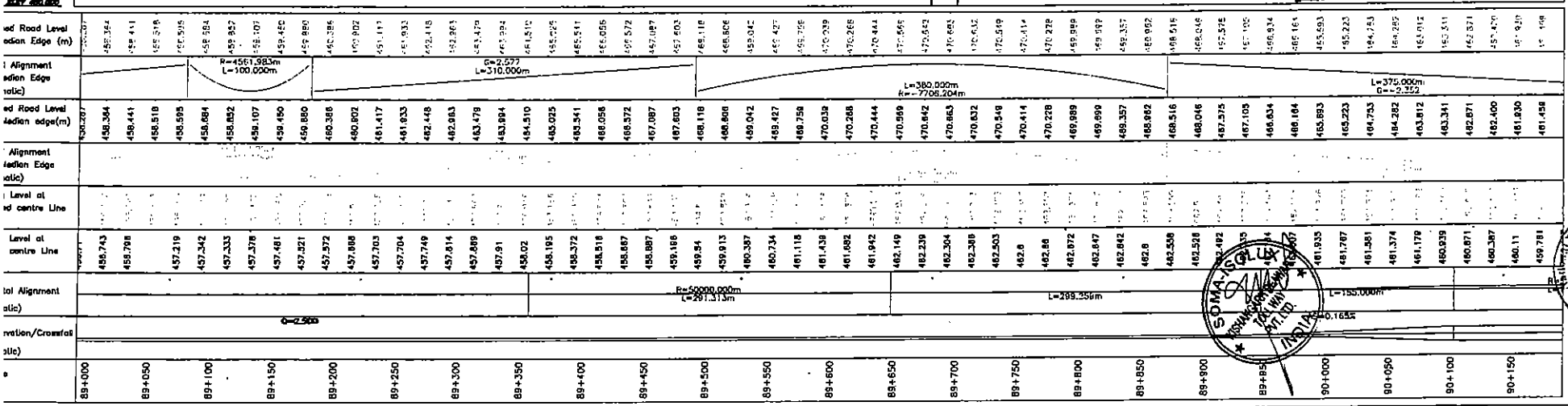


SDMA-ISOLUX TOLL WAY PVT. LTD.
(INDIA)
National Highways Authority of India
New Delhi

PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12(Ad) Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: ceg@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 88+000 to Ch 89+000	DRAWING NO. NHAI/CCD/NH-8/PAP/28 DATE : JUNE 2007 DRAWN (A) SURENDRA · DESIGNED (S) RAJESH GUPTA · CHECKED (S) · APPROVED (E) S.DAYAL REV. E



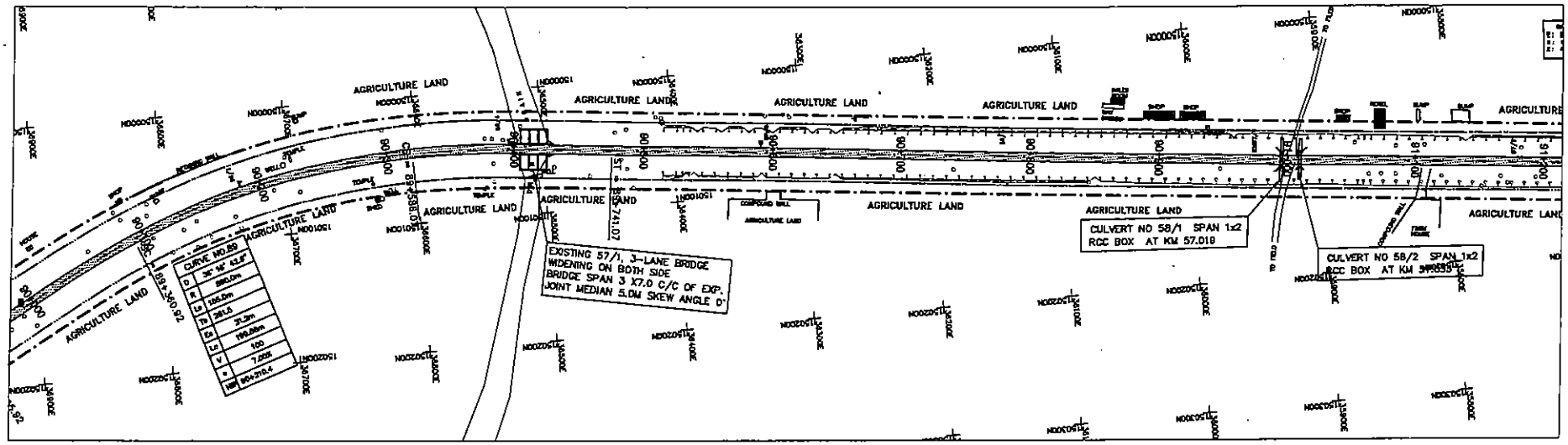


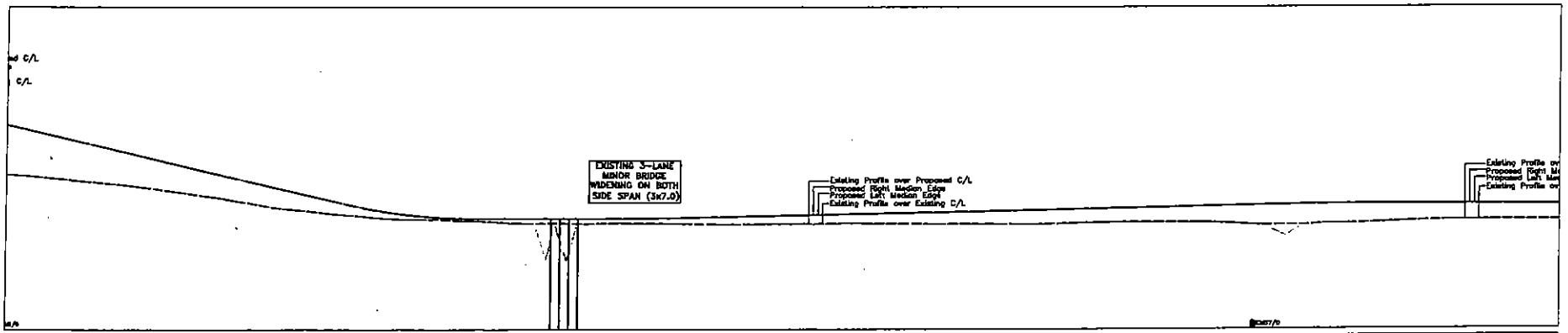


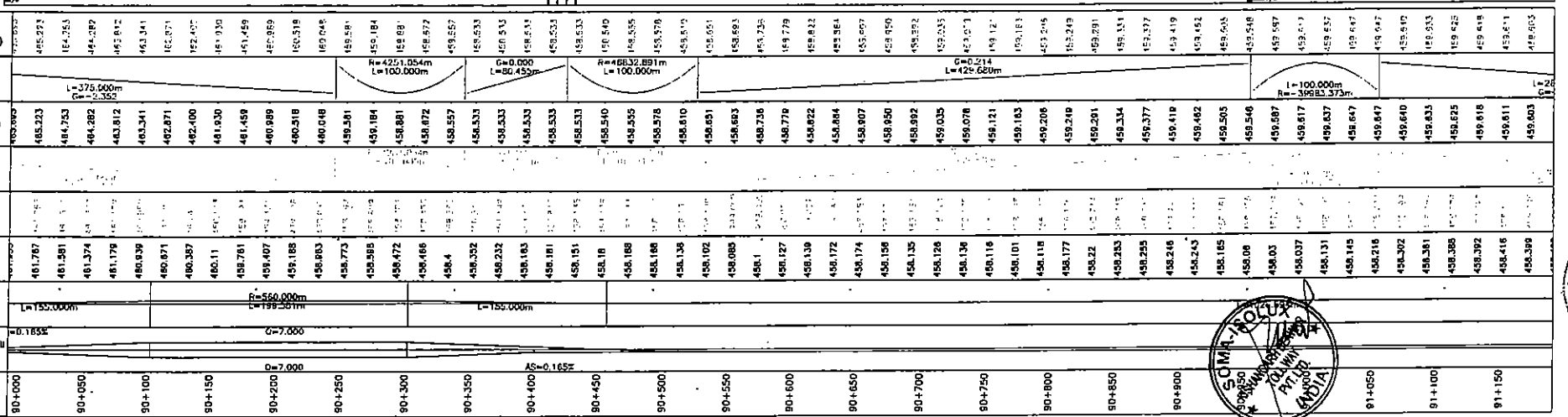


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PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegjpr@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA	PLAN & PROFILE	DRAWING NO. NHAI/CCD/NH-8/P&P/90 DATE : JUNE 2007 DRAWN (A) SURENDRA CHECKED (A) RAJESH GUPTA APPROVED (D) R PATEL	REV E
				4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	Ch 89+000 to Ch 90+000		



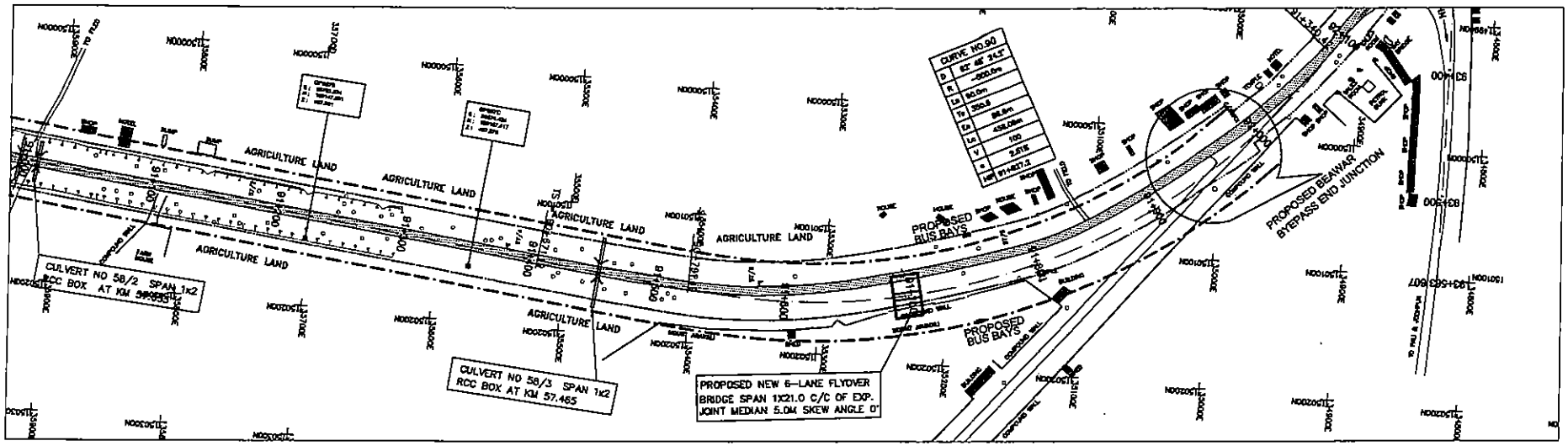


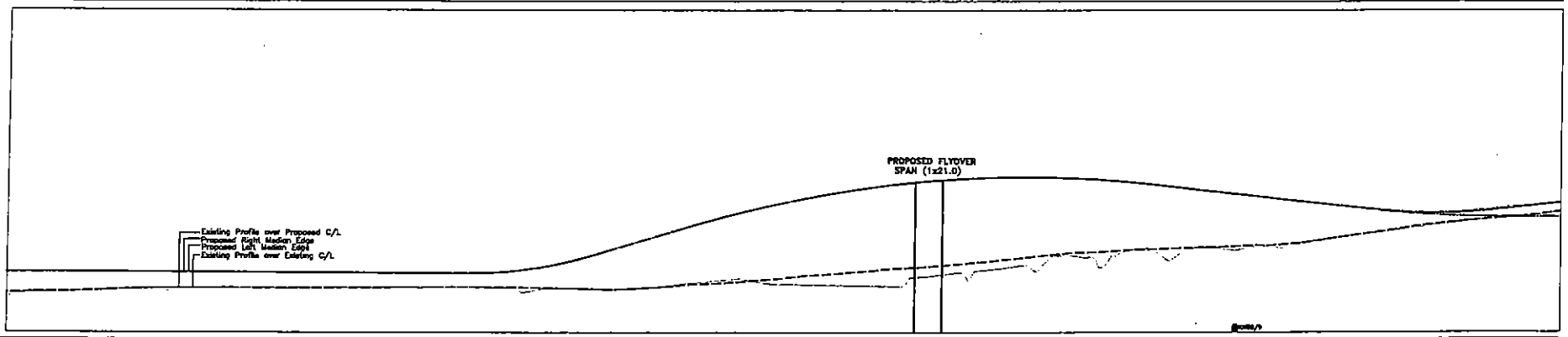


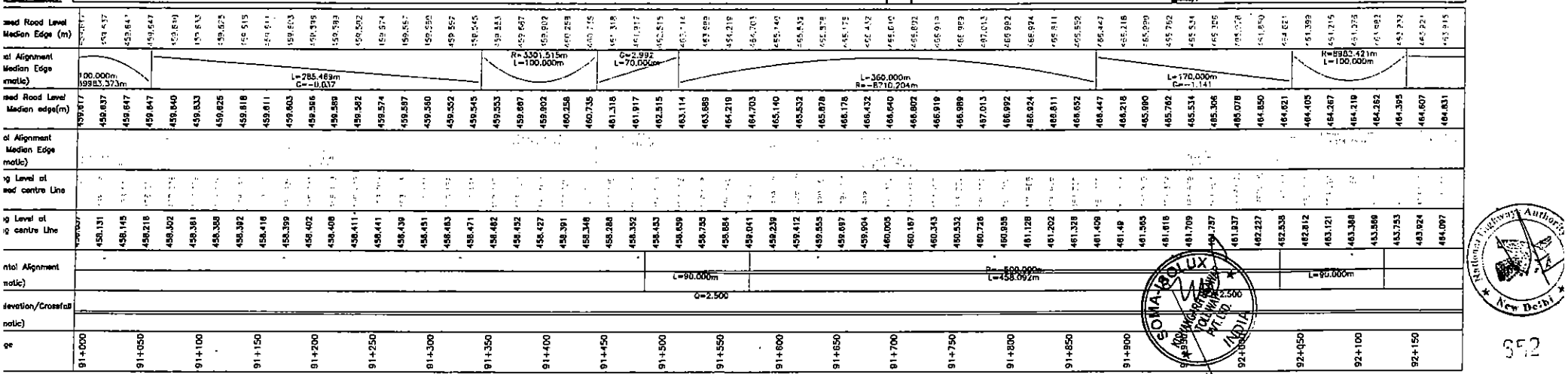
SOMA-KOLUX (I) PVT. LTD. INDIA

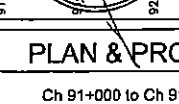
S51

PLAN & PROFILE DESCRIPTION OF REVISIONS	DETAILS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Maj Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520899, 2521899, 2520556 Fax: 2521899, E-Mail: cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/8 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 90+000 to Ch 91+000	DRAWING NO. NHAI/DCD/NH-8/PAP/91 DATE : JUNE 2007 DRAWN (A) BURDENA CHECKED (A) RAJESH GUPTA CHECKED (S) & APPROVED (D) R. BASU



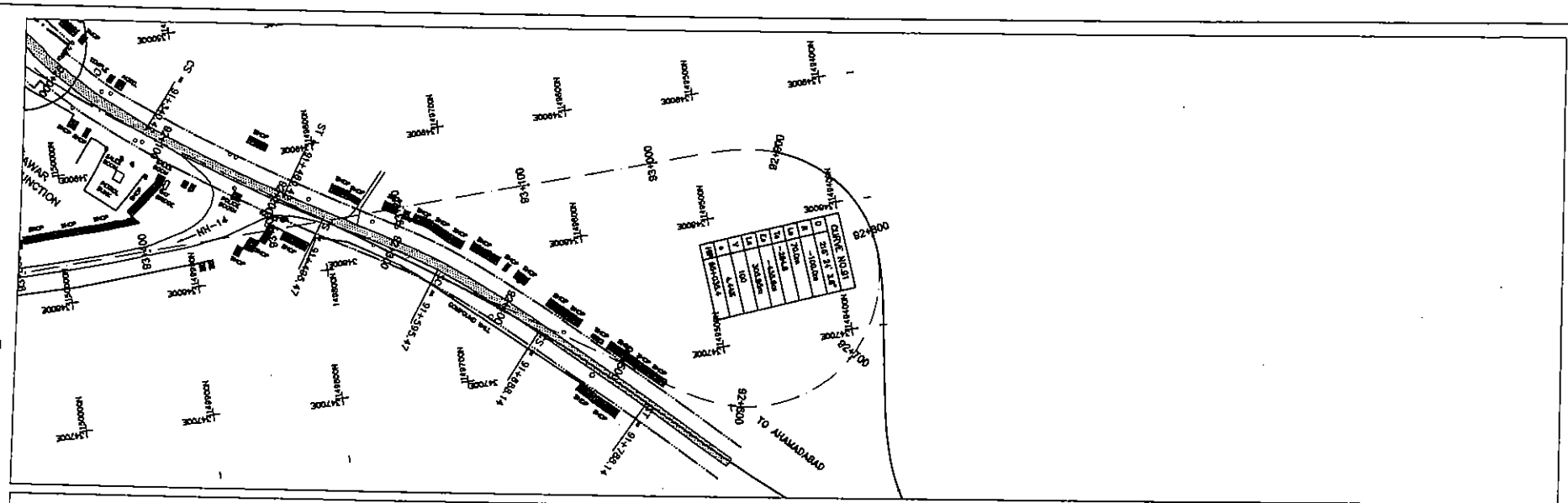


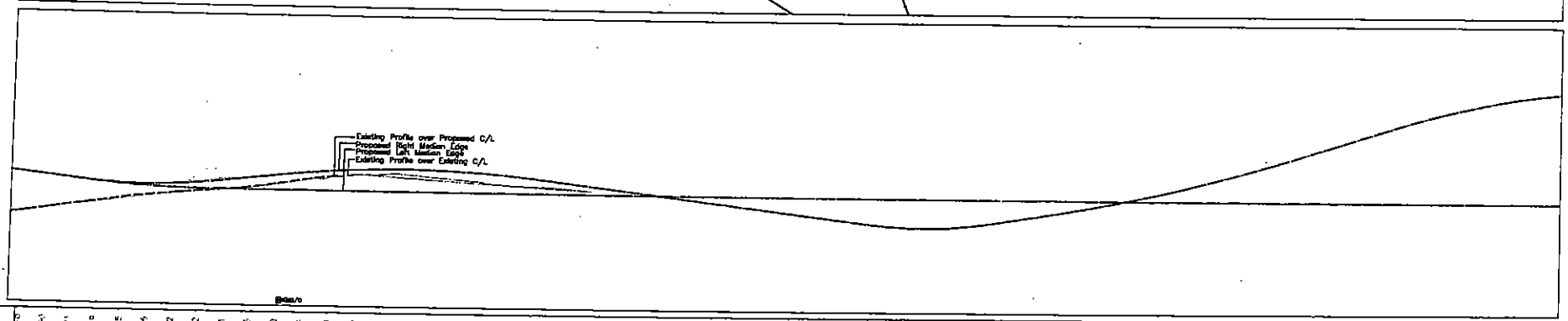




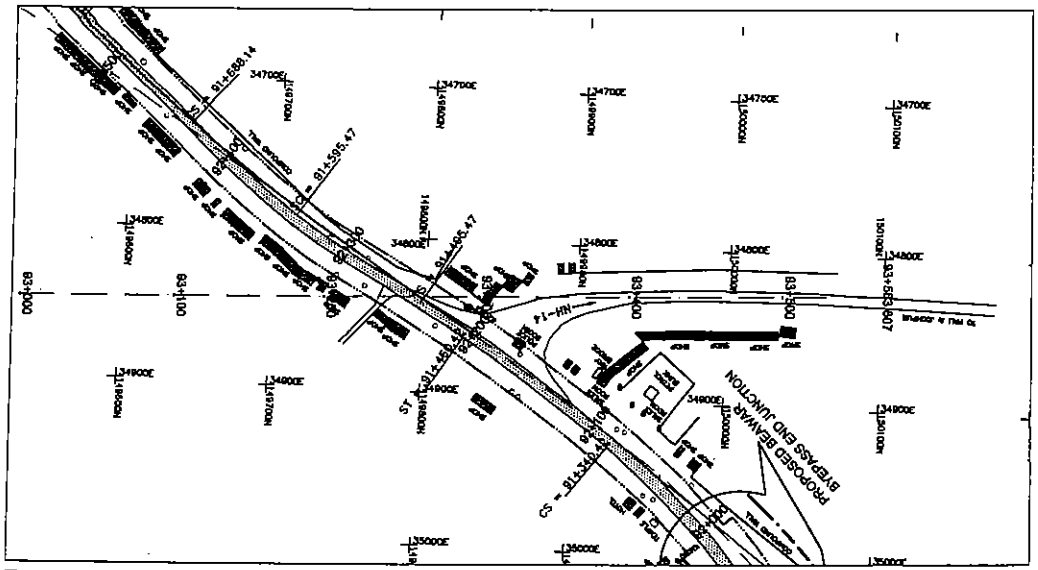
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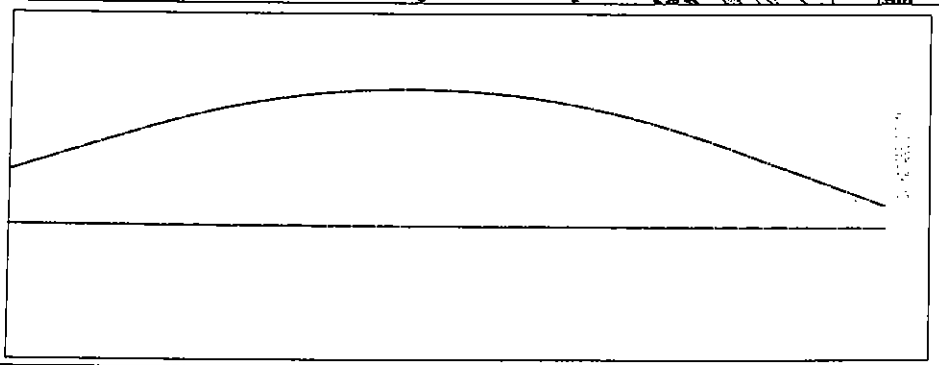
PLAN & PROFILE DESCRIPTION OF REVISIONS	INITIALS	HORIZONTAL SCALE 1:2500 / VERTICAL SCALE 1:250	CONSULTING ENGINEERS GROUP LTD. E-12,Moji Colony,Malviya Nagar Jaipur-17 Tel: +91-141- 2520699, 2521899, 2520556 Fax: 2521899, E-Mail:cegl@cegindia.com	NATIONAL HIGHWAYS AUTHORITY OF INDIA 4/6 LANING OF (I) KISHANGARH-BEAWAR ON NH-8	PLAN & PROFILE Ch 91+000 to Ch 91+868.36	DRAWING NO. NHAI/CED/NH-8/PAP/82 DATE : JUNE 2007 DRAWN (A): SURENDRA DESIGNED (A): RAJESH GUPTA CHECKED (C): R DATOL APPROVED (D): REV E





Chainage	92+000	92+050	92+100	92+150	92+200	92+250	92+300	92+350	92+400	92+450	92+500	92+550	92+600	92+650	92+700	92+750	92+800	92+850	92+900	92+950	93+000	93+050	93+100	93+150
Proposed Road Level at Median Edge (m)	463.078	464.850	464.821	465.405	464.267	464.210	464.252	464.395	464.607	464.831	465.054	465.285	465.430	465.548	465.618	465.842	465.618	465.547	465.428	465.283	465.051	464.804	464.555	464.307	464.058	463.810	463.561	463.313	463.064	462.815	462.567	462.318	462.070	461.821	461.029	461.550	461.583	461.732	461.992	462.309	462.628	462.958	463.322	463.718	464.148	464.607	465.099	465.624	466.180	466.769	467.390	468.028	468.688	469.303	469.932	470.501	471.000	471.430	471.790	472.081
Horizontal Alignment at Median Edge (schematic)			R=8982.421m L=100.000m		


KISHANGARH
BEAWAR
PROPOSED BEAWAR BYPASS END JUNCTION
TOLL BOOTH
93+000
93+100
93+200
93+300
93+400
93+500
93+600



| | | |