NATIONAL HIGHWAYS AUTHORITY OF INDIA
(MINISTRY OF ROAD TRANSPORT AND HIGHWAYS)
Government of India

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on Design, Build, Finance, Operate and Transfer "DBFOT" Pattern

CONCESSION AGREEMENT
BETWEEN

National Highways Authority of India
G-5 & G-6, Sector – 10, Dwarka, New Delhi – 110075

AND

Indore Dewas Tollways Limited
6-3-1090, B-1, TSR Towers, Rajbhawan Road,
Somajiguda, Hyderabad – 500 082 (Andhra Pradesh)

May, 2010
Concession Agreement

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<td>Annexure - XV</td>
<td>Board Resolution of M/s Gayatri Infra Ventures Limited dated February 15,2010 to invest in SPV</td>
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Part I

Preliminary
CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the ___ day of May, 2010

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. M/s INDORE DEWAS TOLLWAYS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad 500 082, Andhra Pradesh, India (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.

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.600 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
रियायत करार

यह करार 17 मई, 2010 को

1. भारतीय राष्ट्रीय राजमार्ग प्रशासन की ओर से, भारतीय राष्ट्रीय राजमार्ग प्रशासन अधिनियम, 1988 के प्रावधानों के अंतर्गत गठित एक साविकिन निकाय है, और जिसका प्रशासन कार्यालय जी-5 और जी-6, सेक्टर 10, दस्तगाह, नई दिल्ली-110075 में है (जिसे इसमें इसके पश्चात् "भारतप्रा" संदर्भित किया गया है और जिसमें जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके प्रशासक, उत्तराधिकारी और समनुदेशित शामिल हैं) एक पक्ष;

और

2. कंपनी अधिनियम, 1956 के प्रावधानों के अंतर्गत निगमित कंपनी, मेट्रो इंडिया वेस्ट स्टेशन टॉलवेज लिमिटेड, जिसका पर्यावरण कार्यालय 6-3-1990, बी-1, टीएसआर टावर्स, राजस्थान रोड, सोमशालीगढ़, हैदराबाद-500082 (आंबेदकर) में है (जिसे इसमें इसके पश्चात् "रियायतग्राही" अथवा "कंपनी" संदर्भित किया गया है जिसमें जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके उत्तराधिकारी और अनुमत स्थानावधि शामिल हैं) दूसरे पक्ष के बीच किया गया।

यह:

[Signature]

[Stamp: Delhi High Court]

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WHEREAS:

(A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 3 including the section from km 577.550 to km 610.000 and km 0.000 to km 12.600 (approx. 45.05 km).

(B) The Authority had resolved to augment the existing road from km 577.550 to km 610.000 and km 0.000 to km 12.600 (approximately 45.05 km) on the Indore-Dewas section of National Highway No. 3 (hereinafter called the "NH -3") in the state of Madhya Pradesh by Six-Laning thereof on design, build, finance, operate and transfer ("DBFOT") basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.

(C) The Authority had accordingly invited proposals by its Request for Qualification No. Nil dated 21st April, 2008 (the "Request for Qualification" or "RFQ") for short listing of bidders for construction, operation and maintenance of the above referred section of NH -3 on DBFOT basis and had shortlisted certain bidders including, inter alia, the consortium comprising DLF Infra Holdings Limited, and Gayatri Projects Limited (collectively the "Consortium") with DLF Infra Holdings Limited as its lead member (the "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 bidders shortlisted pursuant to the RFQ for undertaking the Project.

(E) After evaluation of the bids received, the Authority had accepted the bid of the Consortium and issued its Letter of Award No. NHAIPhase-V/MP/2009-10/021 dated March 25, 2010 (hereinafter called the "LOA") to the Consortium requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) 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 May 7, 2010, 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 Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.
NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:
ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) save and except as otherwise provided in this Agreement, 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 pursuant hereto in any manner whatsoever.
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;

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;

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;

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”); and

time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

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, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein 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 or referred to herein;

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

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

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

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

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

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

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

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

The Concession
ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

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

(a) construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;

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

(c) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.
ARTICLE 3

GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority to construct, operate and maintain the Project (the "Concession") for a period of 25 (twenty five) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

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

(a) Right of Way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
(b) finance and construct the Project Highway;
(c) manage, operate and maintain the Project Highway and regulate the use thereof by third parties;
(d) demand, collect and appropriate Fee from vehicles and Users liable for payment of Fee for using the Project Highway or any part thereof and refuse entry of any vehicle if the Fee due is not paid;
(e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;
(f) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
(g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Highway nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.
ARTICLE 4
CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 24, 34, 44 and 47, or unless the context otherwise requires, 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 shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.1;

(b) issued the Fee Notification;

(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:

Provided that the Authority may from time to time by notice extend, for up to an aggregate of 6 (six) months, the period for procuring the approval set forth in Sub-clause (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. For the avoidance of doubt, the approval specified in Sub-clauses (d) above shall cease to be a Condition Precedent upon the extension of time under this Proviso.

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

(a) provided Performance Security to the Authority;
(b) executed and procured execution of the Escrow Agreement;

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

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

(e) delivered to the Authority from the Consortium Members, their respective confirmation, in original, of the correctness of their representations and warranties set forth in Sub clauses (k), (l) and (m) of clause 7.1 of this Agreement; and

(f) 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;

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

(h) 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;

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. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Deleted

4.1.5 Deleted

4.1.6 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.

4.1.7 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 per cent) of the Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (One hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security.
ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Six Laneing of Indore - Dewas Section of NH-3, km 3.500 to km 610.000 and
km 0.000 to km 12.600 (Approx. Length 45.05 km) in the State of Madhya Pradesh
under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

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by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

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

5.3 Obligations relating to Change in Ownership

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

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

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

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

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

For the purposes of this Clause 5.3.
the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;

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

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

5.4 Employment of foreign nationals

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

5.5 Employment of trained personnel

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

5.6 Sole purpose of the Concessionaire

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

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

5.8 Facilities for physically challenged and elderly persons

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

5.9 Obligations during Construction Period and Operation Period

Notwithstanding anything to the contrary contained in this Agreement, the obligations of the Concessionaire in respect of the Construction Period and Operation Period shall, to the extent possible, apply and remain in force concurrently until occurrence of the Project Completion Date and shall be construed as such.
ARTICLE 6
OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

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

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

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

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

(c) procure that no barriers are erected or placed on or about 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 or at the Project Highway;

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

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

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

6.2 Maintenance obligations prior to Appointed Date

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

6.3 Obligations relating to Competing Roads

The Authority shall procure that during the subsistence of this Agreement, neither the Authority nor any Government Instrumentality shall, at any time before the 10th (tenth) anniversary of the Appointed Date, construct or cause to be constructed any Competing Road; provided that the restriction herein shall not apply if the average traffic on the Project Highway in any year exceeds 90% (ninety per cent) 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, and such compensation shall be the sole remedy of the Concessionaire.
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;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction, 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 Consortium Members, together with their Associates, hold not less than 51% (fifty-one per cent) of its issued and paid up Equity as on the date of this Agreement; and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold at least 26% (twenty six per cent) of such Equity during the Construction Period and two years thereafter along with its Associates;

Provided further that any such request made under Clause 7.1(k) and/or Article 48, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from lenders.

(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 Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

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

(o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
(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; and

(q) all information provided by the Consortium Members in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

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 this Agreement;

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

(e) 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;

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

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

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

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 or shall it adversely affect or void any right, remedy or obligation of either Party under this Agreement.
ARTICLE 8

DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, 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. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

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

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

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

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

Development and Operations
ARTICLE 9
PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 days (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. 36.58 Crores (Rupees Thirty Six Crores and Fifty Eight 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.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 180 (one hundred and eighty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon 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 this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, 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 40% (forty per cent) of the Total Project Cost; provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Performance Security forthwith.
ARTICLE 10

RIGHT OF WAY

10.1 The Site

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

10.2 Licence, Access and Right of Way

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

10.2.2 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and licence rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A hereto (the “Licensed Premises”), on an “as is where is” basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way 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. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub-licensees, the licence in respect of the Site shall
automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

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

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

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the “Appendix”) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, 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 and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

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

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, 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 to remove at its cost and expenses.
10.3.4 The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than 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 metres 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. It is also expressly agreed that completion of the respective Construction Works within the time determined by the Independent Engineer hereunder shall be deemed to be Project Milestones for the purposes of levy and recovery of Damages under and in accordance with the provisions of Clause 12.4.2.

10.3.6 The Concessionaire shall, if so required by the Authority, procure on behalf of the Authority, the additional land required for Toll Plaza, Traffic Aid Post, Medical Aid Post, under passes and over passes or for construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site and vest in the Authority; provided that the Concessionaire may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the National Highways Act, 1956 and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith; provided further that the cost of land acquired under this Clause 10.3.6 shall be borne by the Authority in accordance with the Act; provided also that the land to be acquired by the Authority hereunder as a part of the Site 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 Plaza 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. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

10.5 Protection of Site from encroachments

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

10.6 Special/temporary right of way

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

10.7 Access to the Authority and Independent Engineer

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

It is expressly agreed that mining, geological or archaeological rights do not form part of the licence granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Government shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.
ARTICLE 11
UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

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

11.3 New utilities and roads

11.3.1 The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

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

11.3.3 The Authority may by notice require the Concessionaire to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Highway, whereupon the connecting portion thereof that
falls within the Site shall be constructed and maintained by the Concessionaire upon advance payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer. For the avoidance of doubt, any connecting road constructed prior to the Appointed Date and falling within the Site shall be maintained by the Concessionaire upon advance payment to be made by the beneficiary entity in accordance with the provisions of this Clause.

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.
ARTICLE 12
CONSTRUCTION OF THE PROJECT HIGHWAY

12.1 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

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

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

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

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

12.2 Maintenance during Construction Period

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

12.3 Drawings

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

(a) The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of all Drawings to the Independent Engineer for review;
(b) By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;

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

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

(e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner;

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

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

12.4 Six-Laning of the Project Highway

12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Six-Laning as specified in Schedule-B and Schedule-C, and in conformity with...
the Specifications and Standards set forth in Schedule-D. The 912th (Nine hundred and twelfth) 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.
ARTICLE 13

MONITORING OF CONSTRUCTION

13.1 Monthly progress reports

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

13.2 Inspection

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

13.3 Tests

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

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

13.4 Delays during construction

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

13.5 Suspension of unsafe Construction Works

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

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

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

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

13.6 Video recording

During the Construction Period, the Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Construction Works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.
ARTICLE 14

COMPLETION CERTIFICATE

14.1 Tests

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

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

14.2 Completion Certificate

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

14.3 Provisional Certificate

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

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.

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.

Six Lining of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
ARTICLE 15
ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

15.1.1 The commercial operation date of the Project shall be the date on which all Conditions Precedent have been satisfied or waived, as the case may be, in accordance with the provisions of Article 4 (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.

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

15.1.3 The Concessionaire shall, upon occurrence of COD, notify the Authority forthwith.
ARTICLE 16

CHANGE OF SCOPE

16.1 Change of Scope

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

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

16.1.3 Any works or services which are provided under and in accordance with this Article 16 shall form part of the Project Highway and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

16.2 Procedure for Change of Scope

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

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

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

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.
16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the “Change of Scope Order”) requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

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

16.3 Payment for Change of Scope

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

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

16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, but subject to the provisions of Clause 16.4.2, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of the Project, 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.

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 16.1.1, 16.2 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, 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 Authority5, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder.

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 per cent) of the sum saved therefrom, and upon such payment to the Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in the event such reduction in Scope of the Project causes or will cause a reduction in net after-tax return of the Concessionaire, the Parties shall meet, as soon as reasonably practical, and agree on a full or partial waiver of the aforesaid payment of 80% (eighty per cent) so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no reduction in Scope of the Project. It is further agreed that the liability of the Authority under this Clause 16.6 shall not

5 The Authority shall transfer 75% (seventy five per cent) of the amount so received to the first ranked bidder whose bid has been matched by the Concessionaire.
extend beyond waiver of the aforesaid 80% (eighty per cent). It is also agreed that
in the event of a dispute, the Dispute Resolution Procedure shall apply.

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

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

(b) collecting and appropriating the Fee;

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

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

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

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

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

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

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

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

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

(l) complying with Safety Requirements in accordance with Article 18.
17.1.2 The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at _____ (to be decided in consultation with Independent Engineer).

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

17.2 Maintenance Requirements

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

17.3 Maintenance Manual

17.3.1 No later than 180 (one hundred and eighty) days from the Appointed Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the “Maintenance Manual”) for the regular and preventive maintenance of the Project Highway in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.3 shall apply, mutatis mutandis, to such revision.

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

17.4 Maintenance Programme

17.4.1 On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, 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 scheduled;
(b) arrangements and procedures for carrying out urgent repairs;
(c) criteria to be adopted for deciding maintenance needs;
(d) intervals and procedures for carrying out inspection of all elements of the Project Highway;
(e) intervals at which the Concessionaire shall carry out periodic maintenance;
(f) arrangements and procedures for carrying out safety related measures; and
(g) intervals for major maintenance works and the scope thereof.

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

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

17.5 Safety, vehicle breakdowns and accidents

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

17.5.2 The Concessionaire’s responsibility for rescue operations on the Project Highway shall be limited to an initial response to any particular incident until such time that the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. For this purpose, it shall maintain and operate a round-the-clock vehicle rescue post, at the Toll Plaza, with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty 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 and shall notify the Authority of the same without any delay.

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

17.7 Lane closure

17.7.1 The Concessionaire shall not close any lane of the Project Highway for undertaking maintenance or repair works except with the prior written approval of the Independent Engineer. Such approval shall be sought by the Concessionaire through a written request to be made to the Independent Engineer, and a copy thereof furnished to the Authority, at least 7 (seven) days before the proposed closure of such 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) metres, 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. Notwithstanding anything contained in this Agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost
of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 may be assessed and specified forthwith by the Independent Engineer; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Authority's right to take remedial measures

17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

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 of 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, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 34. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.10, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

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 Specifications and Standards, Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards, Applicable Laws and the provisions of this Agreement.

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.

Six Laning of Indore - Dewas Section of NH-3 from Km 77.500 to Km 98.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project in BOT Pattern
(a) an event of Force Majeure;

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

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

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

17.14 Barriers and diversions

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

17.15 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding shall be visible to the Users while driving on such Highway; provided that this restriction shall not apply to the Toll Plaza, rest areas, bus shelters and telephone booths located on the Project Highway if the advertising thereon does not, in the opinion of the Authority, distract the Users or violates extant guidelines of MoRTH. All advertising on the Project Highway shall also conform to Good Industry Practice. For the avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.
ARTICLE 18

SAFETY REQUIREMENTS

18.1 Safety Requirements

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

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

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in accordance with the provisions of Article 16. Costs and expenses on works and services not covered hitherto before and arising out of Safety Requirements shall, be borne from out of a dedicated safety fund (the "Safety Fund") to be managed and operated by the Authority or a substitute thereof.
ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

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

19.2 Inspection

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

19.3 Tests

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

19.4 Remedial measures

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

19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project Highway into compliance with the Maintenance Requirements.
and the procedure set forth in this Clause 19.4 shall be repeated until the Project Highway conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Monthly Fee Statement

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

19.6 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority and the Independent Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.6, accidents and unusual occurrences on the Project Highway shall include:

(a) death or injury to any person;
(b) damaged or dislodged fixed equipment;
(c) any obstruction on the Project Highway, which results in slow down of the services being provided by the Concessionaire;
(d) disablement of any equipment during operation;
(e) communication failure affecting the operation of Project Highway;
(f) smoke or fire;
(g) flooding of Project Highway; and
(h) such other relevant information as may be required by the Authority or the Independent Engineer.
ARTICLE 20

TRAFFIC REGULATION

20.1 Traffic regulation by the Concessionaire

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

20.2 Police assistance

For regulating the use of Project Highway in accordance with the Applicable Laws and this Agreement, the Authority shall assist the Concessionaire in procuring police assistance from the State Police Department or a substitute thereof. The police assistance shall include setting up of a traffic aid post (the “Traffic Aid Post”) at the Toll Plaza 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 outposts by the State Government or a substitute thereof, construct buildings not exceeding 25 (twenty five) square metres of plinth area, for each of the Traffic Aid Posts, and hand them over to the Authority no later than 30 (Thirty) days prior to the Appointed Date. The Traffic Aid Post 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 Appointed 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 the Toll Plaza 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, no later than 30 (thirty) days prior to the Appointed Date. The Medical Aid Post 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 the Appointed Date, the Concessionaire shall provide to the State Medical Department or a substitute thereof to be designated by the Authority one ambulance in good working condition along with chauffeurs for round-the-clock ambulance services as set forth in Clause 21.1 and meet the operating costs of such ambulance including the salaries and allowances of the chauffeurs. The Concessionaire shall also reimburse to the State Medical Department (or a substitute thereof to be designated by the Authority) the actual expenditure incurred by it in each Accounting Year on the medical equipment, and the pay and allowances of up to 2 (two) medical personnel deployed exclusively for the Medical Aid Posts and ambulance, and shall maintain the Medical Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Medical Department or a substitute thereof to be designated by the Authority.
ARTICLE 22

TRAFFIC CENSUS AND SAMPLING

22.1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerised traffic counters at the Toll Plaza 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 useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange (the “EDI”) as the Authority may...
specify. For the avoidance of doubt, it is agreed that the form specified in Schedule-N may be modified by the Authority from time to time for conforming to the requirements and output of EDI.
ARTICLE 23

INDEPENDENT ENGINEER

23.1 Appointment of Independent Engineer

The Authority shall appoint a consulting engineering firm from a panel of 10 (ten) firms or bodies corporate, constituted by the Authority substantially in accordance with the selection criteria set forth in Schedule-P, to be the independent consultant under this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.

23.2 Duties and functions

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

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

23.3 Remuneration

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

23.4 Termination of appointment

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

23.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 23.
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 Financing Agreements, 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 or the extended period provided thereunder, 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.

24.2.2 Upon Termination under Clause 24.2.1, the Authority shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; and notwithstanding anything to the contrary contained in this Agreement, all Fee revenues collected by the Concessionaire shall be refunded to the Authority less the Concession Fee already paid to the Authority.
ARTICLE 25
GRANT

25.1 Grant
Deleted

25.2 Equity Support
Deleted

25.3 O&M Support
Deleted

PREMIUM

25.4 Premium

The Concessionaire acknowledges and agrees that as set forth in the Bid, it shall pay to the Authority for each year of the Concession Period, a premium (the "Premium") in the form of an additional Concession Fee, as set forth in Clause 26.2.1, and in the manner set forth in Clause 26.4.
ARTICLE 26

CONCESSION FEE

26.1 Concession Fee

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

26.2 Additional Concession Fee

26.2.1 Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority on the Appointed Date, a Premium in the form of an additional Concession Fee equal to Rs. 24.10 Crores (Rupees Twenty Four Crores and Ten Lakhs Only) as due to the Authority during that year, due and payable for the period remaining in that year, and for each subsequent year of the Concession Period, the Premium shall be determined by increasing the amount of Premium in the respective year by an additional 5% (five per cent) as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all the subsequent years shall be determined by increasing the amount of Premium by 5% as compare to the immediately preceding year.

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

26.2.2 The Premium payable under this Clause 26.2 shall be deemed to be part of the Concession Fee for the purposes of this Agreement.

26.3 Determination of Concession Fee

Deleted

26.4 Payment of Concession Fee

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

26.5 Verification of Realisable Fee

26.5.1 The Authority may, in order to satisfy itself that the Concessionaire is reporting
its Realisable Fee honestly and faithfully, depute its representatives to the Toll Plaza 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 per cent) thereof, the difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product thereof shall be paid as Damages by the Concessionaire to the Authority, and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, it is agreed that seasonal variations in traffic volume shall be determined by the Independent Engineer on the basis of past trends and other relevant information, and due weightage shall be assigned to such variations in computing the Realisable Fee under this Clause 26.5.2.

26.6 Premium payable prior to COD

Deleted
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 read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008 (the “Fee Notification”) within 180 (One Hundred and Eighty) 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 subject to and in accordance with the provisions of the Fee Rules; provided, however, that such revision shall be effected until a period of 6 (six) months has elapsed from the date of the immediately preceding determination of Fee hereunder. For the avoidance of doubt, it is agreed that revision in fee shall be to the extent as specified in the Fee Notification set forth in Schedule-R;

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.

27.3 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), 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 Notwithstanding anything to the contrary contained in this Agreement, upon construction of service lanes, the Local Traffic, Tractors, animal drawn vehicles and two wheelers shall be entitled to free use thereof, provided further that such service lanes shall not be continued through Toll Plaza.

27.4.2 Deleted

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 reached a level equivalent to 120% (one hundred and twenty per cent) 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 be collected at the Toll Plaza from vehicles crossing the Toll Plaza and
using the whole or part of the Project Highway;

27.9 Additional charge for evasion of Fee

Deleted

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 the Toll Plaza 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)
metres before the Toll Plaza and 50 (fifty) metres before entry to the Toll Plaza
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 per cent) thereof.
ARTICLE 28

REVENUE SHORTFALL LOAN

28.1 Revenue Shortfall Loan

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

28.1.2 If the half-yearly results of the Concessionaire indicate that the shortfall referred to in Clause 28.1.1 and 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 valid 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 no later than one year prior to the expiry of the Concession Period and in the event that any sum remains due or outstanding at any time during such period of one year, the Authority shall be entitled to terminate this Agreement forthwith. For the avoidance of doubt, it is agreed that the repayment of Revenue Shortfall Loan shall be in accordance with and subject to the provisions of Article 31.
ARTICLE 29

EFFECT OF VARIATIONS IN TRAFFIC GROWTH

29.1 Effect of variations in traffic growth

29.1.1 The Authority and the Concessionaire acknowledge that the traffic as on April 1, 2020 (the “Target Date”) is estimated to be 66792 PCUs per day (the “Target Traffic”), and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, in accordance with Clause 22.3, on the date that falls one year prior to the Target Date, on the Target Date and on the first anniversary of the Target Date (the “Actual Average Traffic”). For the avoidance of doubt, it is agreed that traffic sampling shall be undertaken for a continuous period of 7 (seven) days during anytime within 15 (fifteen) days prior to the date specified herein and the average thereof shall be deemed to be the actual traffic. It is further agreed that if the Project Highway shall have two or more Toll Plazas, the average traffic thereof shall be computed for determining the Actual Average Traffic hereunder.

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

29.2 Modification in the Concession Period

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

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

Provided further that in lie of production in Concession Period under this Clause 29.2.2, 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 in the respective year(s), and upon notice given to this effect by the Concessionaire no later than two (two) years prior to the Transfer Date contemplated under this Clause 29.2.2, the Authority shall waive the reduction in Concession Period hereunder and recover the Concession Fee and the aforesaid premium for the period waived hereunder.

29.2.3 Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway, the Authority at its option may cause preparation of a Detailed Project Report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the Project Highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Roads Congress publication or any substitute thereof and extension of concession period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt equity ratio of 70:30; such extension of Concession Period shall be however limited to five (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The Authority may thereafter, at their sole option, issue a notice to the Concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the Authority. For this purpose, all realizable fees that shall accrue from three months from the date of issuance of aforesaid notice by the Authority, requiring the Concessionaire to procure capacity augmentation under this Clause, shall be included in the assessment of revenue generated against the capacity augmentation and the equity IRR calculations as aforesaid shall be so based on such revenues. On refusal or non-acceptance by the Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the Authority, an Indirect Political Event shall be deemed to have occurred and the Authority may in 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; without the Authority being liable to issue any further notice under this provision. For the avoidance of doubt, the Parties agree that an average daily traffic of 120000 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 relevant provisions of the Indian Roads Congress Publication No. IRC - 64, 1990 or any substitute thereof, the Indirect Political Event specified in Clause 29.2.3 shall be deemed to have been cured.
ARTICLE 30
CONSTRUCTION OF ADDITIONAL TOLLWAY

30.1 Restriction on construction of Additional Tollway

30.1.1 Notwithstanding anything to the contrary contained in this Agreement but subject always to Clause 30.2, the Authority shall not construct, and shall procure that no Government Instrumentality shall construct or cause to be constructed, any expressway or other toll road between, inter alia, Indore and Dewas i.e. km 577.550 and km 610.000 and km 0.000 to km 12.600 on National Highway No. 3 (collectively the “Additional Tollway”) for use by traffic at any time before the 12th (twelfth) anniversary of the Appointed Date. For the avoidance of doubt, Additional Tollway does not include any expressway or other toll road connecting, inter alia, Indore and Dewas i.e. km 577.550 and km 610.000 and km 0.000 to km 12.600 on National Highway No. 3 if the length of such expressway or toll road exceeds the length of the existing route comprising the Project Highway by 20% (twenty per cent) thereof.

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

30.2 Modification in the Concession Period

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

(a) if the Additional Tollway is opened to traffic between the 12th (twelfth) and 25th (twenty fifth) 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 25th (twenty fifth) anniversary. For the avoidance of doubt, if the Additional Tollway is opened on the 22nd (twenty second) anniversary, the Concession Period shall be deemed to be 28 (twenty eight) years; and

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

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.

Six Laneing of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
for a continuous period of three years prior to the opening of the Additional Tollway to traffic.

30.4 Minimum Fee for Additional Tollway

The Authority agrees and undertakes to procure that the fee to be levied and collected during the subsistence of this Concession from any vehicle or class of vehicles using the Additional Tollway shall at no time be less than 25% (twenty five per cent) higher than the Fee levied and collected from similar vehicles using the Project Highway.
ARTICLE 31

ESCROW ACCOUNT

31.1 Escrow Account

31.1.1 The Concessionaire shall, prior to the Financial Close, open and establish an Escrow Account with a Bank (the “Escrow Bank”) in accordance with this Agreement read with the Escrow Agreement.

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

31.2 Deposits into Escrow Account

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

(a) all funds constituting the Financial Package;

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

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

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

31.3 Withdrawals during Concession Period

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

(a) all taxes due and payable by the Concessionaire;

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

(c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

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

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

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

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

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

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

Provided, however, that no withdrawals or appropriation shall be permitted prior to Financial Close, save and except for payment of taxes, Concession Fee and O&M expenses.

31.3.1A The Authority shall, at the time of opening of the Escrow account give irrevocable instructions by way of the Escrow Agreement, to the Escrow Bank instructing, inter alia, that all fee and any other revenues from or in respect of the Project Highway (including the proceeds of insurance claims deposited in the Escrow Account) until the Completion of Six Laning shall be transferred to a separate sub-account viz. the Construction Period Fee Escrow sub-account and these shall be dealt with as follows:

(a) disburse to the concessionaire by transfer in the Escrow Account the deposits received in the Construction Period Fee Escrow sub-account till the Schedule Six Laning Date subject to the following:

(i) The disbursement to the Escrow Account from the Construction Period Fee Escrow sub-account shall not be made until and unless the concessionaire has first expended the Equity equal to 10% of the Total Project Cost.

(ii) Disbursement from the Construction Period Fee Escrow sub-account to the Escrow Account shall be equal to the lower of (a) 50% (fifty percent) of each tranche of the debt thereafter disbursed by the Senior Lenders to the Concessionaire under and in account with the Financing Agreements or, (b) the funds available as on the date of such disbursement in the Construction Period Fee Escrow sub-account.

(iii) If the Concessionaire is in default in meeting a Project Milestone, the "Defaulted Milestone", then the Fee being collected & deposited from the day following the date of such milestone shall notwithstanding anything to...
the contrary contain in the sub-clause (ii) above be with held in a separate sub-account ("Withheld Amount Account") for each day's delay thereafter (the "Withheld Amount Account") for each days delay thereafter (the "Withheld Amount"), and shall be dealt with in accordance with sub-clauses (iv) and (v) below:

(iv) If the concessionaire is in default in meeting the Project Milestone immediately following the Defaulted Milestone referred to in sub-Clause (iii) above, the Withheld Amount available in the escrow sub-account shall not be released till such time that the defaulted milestones have been achieved and Project Milestone immediately after the latest Defaulted Milestone is achieved in time;

(v) If the Concessionaire, as certified by the Independent Engineer to the Escrow Bank, achieves the Defaulted Milestone referred to in sub-clause (iii) above and also achieves the immediately following Project Milestone as per schedule, the Withheld Amount shall be disbursed by the Escrow Bank to the Construction Period Fee Escrow sub-account;

(b) In the event the Completion of Six Laning has not occurred by the Scheduled Six Laning Date and occurs after the Scheduled Six Laning Date, then the Withheld Amount and the Fee deposited in the Construction Period Fee Escrow sub-account during the period between Scheduled Six Laning Date and the Completion of Six laning shall be dealt with the following manner:

(i) If the Completion of Six Laning, as certified by the Independent Engineer to the Escrow Bank, shall occur after the Scheduled Six Laning Date solely on account of Authority Default or Force Majeure Event, then the Withheld Amount and the Fee deposited (including interest on both) during the period from and inclusive of the Scheduled Six Laning Date and the Completion of Six Laning shall be disbursed to the Escrow Account;

(ii) If the Completion of Six Laning, as certified by the Independent Engineer to the Escrow Bank, shall occur after the Scheduled Six Laning Date solely on account of Concessionaire Default, then the Withheld Amount and the fee deposited (including interest on both) during the period between the Scheduled Six Laning Date and the Completion of Six Laning shall belong to and be disbursed to the Authority and the Concession shall not be entitled to the same notwithstanding anything to the contrary contained in this Agreement.

(c) In the event of Completion of Six Laning has occurred on or before the Scheduled Six Laning Date, the Withheld Amount the Balance, if any, in the Construction Period Fee Escrow Sub Account shall be disbursed to the Escrow Account.

(d) Provided that interest accrued on the Withheld Amount shall be disbursed Authority under all circumstances.
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
(j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (j) of this Clause 31.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 38.

31.4.2 The provisions of this Article 31 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 31.4.1 have been discharged.
ARTICLE 32

INSURANCE

32.1 Insurance during Concession Period

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

32.2 Notice to the Authority

No 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

Six Lining of Indore - Dewas Section of NH-7 from Km 550.000 to Km 610,000 and Km 0300 to Km 12,800 (Approx. Length 107 Kms.) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (With) Project under DBFOT Pattern

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Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

32.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 32 shall include a waiver of any and all rights of subrogation or recovery of the insurers 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.
ARTICLE 33
ACCOUNTS AND AUDIT

33.1 Audited accounts

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

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

33.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the traffic count for each category of vehicles using the Project Highway and liable for payment of Fee 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 of Statutory Auditors being appointed from the Panel of Chartered Accountants.
33.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "Additional Auditors") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

33.2.4 Deleted

33.3 Certification of claims by Statutory Auditors

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

33.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

33.5 Dispute resolution

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

Force Majeure and Termination
ARTICLE 34
FORCE MAJEURE

34.1 Force Majeure

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

34.2 Non-Political Event

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

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

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

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

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

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

(f) any event or circumstances similar or analogous to any of the foregoing.
34.3 Indirect Political Event

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

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

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

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

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

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

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

34.4 Political Event

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

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

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

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

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
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 no 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 Financial Close, 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, 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, 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 compared to the Average Daily Fee for four days shall entitle the Concessionaire...
to extension of one day in the Concession Period.

34.7 Allocation of costs arising out of Force Majeure

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

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

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

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

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

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

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

34.8 Termination Notice for Force Majeure Event

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

34.9 Termination Payment for Force Majeure Event

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

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

(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

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

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

34.10 Dispute resolution

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

34.11 Excuse from performance of obligations

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

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

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

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.
ARTICLE 35

COMPENSATION FOR BREACH OF AGREEMENT

35.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 35.6, 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 or for any consequential losses incurred by the Authority.

35.2 Compensation for default by the Authority

Subject to the provisions of Clause 35.6, 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, debt repayment obligations or other consequential losses, 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

Subject to the provisions of Clause 35.6, in the event that a material default or breach of this Agreement set forth in Clause 35.2 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 the collection of Fee remained suspended; and in the event of reduction in collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

35.4 Compensation for Competing Roads

35.4.1 Subject to the provisions of Clause 35.6, in the event that an Additional Way
or a Competing Road, as the case may be, is opened to traffic in breach of this Agreement, the Authority shall pay to the Concessionaire, for each day of breach, compensation in a sum equal to the difference between the average daily Realisable Fee and the projected daily Fee (the “Projected Fee”) until the breach is cured. The Projected Fee hereunder shall be an amount equal to the Average Daily Fee, increased at the close of every month by 0.5% (zero point five per cent) thereof and revised in accordance with Clause 27.2. For the avoidance of doubt, the Average Daily Fee for the purposes of this Clause shall be the amount so determined in respect of the Accounting Year or period, as the case may be, occurring prior to such opening or operation of an Additional Tollway or a Competing Road, as the case may be.

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

35.5 Compensation to be in addition

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

35.6 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.
ARTICLE 36

SUSPENSION OF CONCESSIONAIRE’S RIGHTS

36.1 Suspension upon Concessionaire Default

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

36.2 Authority to act on behalf of Concessionaire

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

36.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 36.1 to use during Suspension, all Intellectual Property belonging to or licenced to the Concessionaire with respect to the Project Highway and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

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. For the avoidance of doubt, the parties expressly agree that the Authority may, in its discretion, revoke the Suspension at
any time, whether or not the cause of Suspension has been rectified or removed hereunder.

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.

36.4 Substitution of Concessionaire

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

36.5 Termination

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

36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.
ARTICLE 37

TERMINATION

37.1 Termination for Concessionaire Default

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

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

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

(c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 120 (one hundred and twenty) days;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37.2 Termination for Authority Default

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

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

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

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

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

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

37.3 Termination Payment

37.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to the Project Completion Date.
37.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

(a) Debt Due; and

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

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

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

37.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

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

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

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

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

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

37.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 37.3.4, 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

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

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

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

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

(d) deliver and transfer relevant records, reports, Intellectual Property and other licences pertaining to the Project Highway and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete ‘as built’ Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project Highway and shall be assigned to the Authority free of any encumbrance;

(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 manufacturers’ warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(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 its nominee.

38.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by...
third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

38.2 Inspection and cure

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

38.3 Cooperation and assistance on transfer of Project

38.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

38.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

38.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 38.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

38.4 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.

38.5 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.

38.6 Divestment costs etc.

38.6.1 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.

38.6.2 In the event of any dispute relating to matters covered by and under this Article 38, the Dispute Resolution Procedure shall apply.
ARTICLE 39
DEFECTS LIABILITY AFTER TERMINATION

39.1 Liability for defects after Termination

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

All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

39.2 Retention in Escrow Account

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

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

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

Other Provisions
ARTICLE 40
ASSIGNMENT AND CHARGES

40.1 Restrictions on assignment and charges

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

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

40.2 Permitted assignment and charges

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

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

(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, a charge on the Escrow Account, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;

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

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

40.3 Substitution Agreement

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

40.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement.
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 and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.
ARTICLE 41

CHANGE IN LAW

41.1 Increase in costs

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

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

41.3 Protection of NPV

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

41.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 41 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two years) from the close of such Accounting Year.

41.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.
ARTICLE 42
LIABILITY AND INDEMNITY

42.1 General indemnity

42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “Authority Indemnified Persons”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether 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 or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

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

42.2 Indemnity by the Concessionaire

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

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
(b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire’s contractors, suppliers and representatives; or
(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the
Concessionaire or any of its contractors.

42.2.2 Without limiting the generality of the provisions of this Article 42, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire’s Contractors in performing the Concessionaire’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

42.3 Notice and contest of claims.

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

42.4 Defence of claims.

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

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

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

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

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

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

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

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

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

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

42.5 No consequential claims
Notwithstanding anything to the contrary contained in this Article 42, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

42.6 Survival on Termination

The provisions of this Article 42 shall survive Termination.
ARTICLE 43

RIGHTS AND TITLE OVER THE SITE

43.1 Licensee rights

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

43.2 Access rights of the Authority and others

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

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

43.3 Property taxes

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

43.4 Restriction on sub-letting

The Concessionaire shall not sub-license or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project Highway.
ARTICLE 44
DISPUTE RESOLUTION

44.1 Dispute resolution

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

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

44.2 Conciliation

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

44.3 Arbitration

44.3.1 Any Dispute which is not resolved amicably 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 made in accordance with the Rules.

44.3.3 The arbitrators shall make a reasoned award. Any Award made in

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 690.000 and
Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh
under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

Any Award made in
any arbitration held pursuant to this Article 44 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

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

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

44.4 Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.
ARTICLE 45

DISCLOSURE

45.1 Disclosure of Specified Documents

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

45.2 Disclosure of Documents relating to safety

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

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

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 45.1 and 45.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.
ARTICLE 46

REDRESSAL OF PUBLIC GRIEVANCES

46.1 Complaints Register

46.1.1 The Concessionaire shall maintain a public relations office at the Toll Plaza 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 the Toll Plaza so as to bring it to the attention of all Users.

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

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

46.2 Redressal of complaints

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

46.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.
ARTICLE 47

MISCELLANEOUS

47.1 Governing law and jurisdiction

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

47.2 Waiver of immunity

Each Party unconditionally and irrevocably:

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

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

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

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

47.3 State Support Agreement

The Concessionaire acknowledges that it has received from the Authority a
certified true copy of the agreement executed between MORTH and the State
Government for providing the support and services specified therein (the “State
Support Agreement”), and the Parties hereto agree to make their best endeavours
to procure the support of the State Government.

47.4 Depreciation and Interest

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

Six Laneing of Indore - Dewas Section of NH 3 from Km 33.60 to Km 0.00 and
Km 0.00 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradeshs
under NHDP Phase V to be executed as BOT (ToT) project in HYDERABAD

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

47.5 Delayed payments

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

47.6 Waiver

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

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

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

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

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

47.7 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

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

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

47.8 Exclusion of implied warranties etc.

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

47.9 Survival

47.9.1 Termination shall:

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

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

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

47.10 Entire Agreement

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

47.11 Severability

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

47.12 No partnership

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

47.13 Third Parties

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

47.14 Successors and Assigns

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

47.15 Notices

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

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

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

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

47.16 Language

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

47.17 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.
ARTICLE 48
DEFINITIONS

48.1 Definitions

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

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

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

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

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

(a) on or before the Project Completion Date, 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 the Project Completion Date and until the 4th (fourth) anniversary
thereof, an amount equal to the Adjusted Equity as on the Project
Completion Date 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 the Project Completion Date to the extent of variation in WPI
occurring between the Project Completion Date and the Reference
Date;

(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 0.33% (zero point Three three per cent) thereof at the
commencement of each month following the 4th (fourth) anniversary of
the Project Completion Date and the amount so arrived at shall be revised
to the extent of variation in WPI occurring between the Project
Completion Date and the Reference Date.

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

“Affected Party” shall have the meaning set forth in Clause 34.1;

“Appendix” shall have the meaning set forth in Clause 10.3.1;

“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, permissions, 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 the Project enters into commercial service under Clause 15.1.1, 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 fulfill any obligations of the Authority under this Agreement;

“Average Daily Fee” means the amount arrived at after dividing the total Realisable Fee of the immediately preceding Accounting Year by 365 (one).
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National

hundred and sixty five), and increasing the result thereof by 5% (five per cent);

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

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

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

"Bid" means the documents in their entirety comprised in the bid submitted by the Consortium in response to the Request for Proposals in accordance with the provisions thereof;

"Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 6.50 crore (Rupees Six Crores and Fifty 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 mechanical vehicle being a light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7,500 (seven thousand five hundred) kilograms or a registered carrying capacity not exceeding 12 (twelve), excluding the driver, but does not include a Motor Cycle, Tractor or road roller;

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

(a) the enactment of any new Indian law;

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

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

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and

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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 Consortium Members, together with their Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period and two years thereafter; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of any Consortium Member to the total Equity, if it occurs prior to completion of a period two years after from the date the project achieves/is granted completion certificate, shall constitute Change in Ownership;

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

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

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

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

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

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

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

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

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

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

"Consortium" shall have the meaning set forth in Clause 7.1.1;

"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 Project Completion Date;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

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

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

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

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

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

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

"Equity Support" Deleted;

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

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

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

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

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

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

"Fee Notification" means the Notification to be issued by the Government, prior to the Appointed Date, in exercise of the powers conferred by Section 8A of the National Highways Act, 1956 read with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, in respect of the levy and collection of Fee during the Concession Period, substantially in the form at Schedule-R;

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

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

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

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

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

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

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

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

"Grant" 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;

"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 includes all insurances required to be taken out by the Concessionaire under Clause 32.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

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

“Lead Member” shall have the meaning set forth in Recital (C);

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

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

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

“Maintenance Manual” shall have the meaning ascribed to it in Clause 17.3;

“Maintenance Programme” shall have the meaning ascribed to it in Clause 17.4.1;

“Maintenance Requirements” shall have the meaning set forth in Clause 17.2;
"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

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

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

"Multi-axle truck" or "Heavy Truck" means a mechanical vehicle being 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;

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

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

"O&M" means the operation and maintenance of the Project Highway and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Fee in accordance with the provisions of this Agreement;

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

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

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

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

"O&M Support" Deleted;

"Operation Period" means the period commencing from COD and ending on the Transfer Date;
“Oversized Vehicle” means any mechanical vehicle having 7 (seven) or more axles or a Gross Vehicle Weight exceeding 60,000 (sixty thousand) kilogram;

“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 in accordance with the Fee Rules and the Exempted Vehicles specified therein, but does not include Tractors, 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 material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services involving a consideration of upto Rs.5(five) crore;

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

“Project Completion Date” means the date on which the Completion Certificate 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 Completion Date;

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

"Project Highway" means the Site comprising the existing road comprising NH-3 from km 577.550 to km 610.000 and km 0.000 to km 12.600 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;

"Re.,” "Rs.” or "Indian Rupees" means the lawful currency of the Republic of India;

"Realisable Fee" means all the Fee due and realisable under this Agreement, but does not include fees that the Concessionaire has not been able to realise after due diligence and best efforts. For the avoidance of doubt, Realisable Fee shall, save as provided in Clause 26.5, be the amount so declared by the Concessionaire on the basis of its provisional accounts or the audited accounts, as the case may be, and in the event of a dispute thereto, the Dispute Resolution Procedure shall apply;

"Reference Exchange Rate" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"Request for Proposals" or “RFP” shall have the meaning set forth in Recital (D);

"Request for Qualification" or “RFQ” shall have the meaning set forth in Recital (C);

"Revenue Shortfall Loan" shall have the meaning set forth in Clause 28.1.1;

"Right of Way" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, however described, necessary for construction, operation and maintenance of the Project Highway in accordance with this Agreement.
"Safety Consultant" shall have the meaning set forth in Clause 18.1.2;

"Safety Requirements" shall have the meaning set forth in Clause 18.1.1;

"Safety Fund" shall have the meaning set forth in Clause 18.2;

"Scheduled Six-Laning Date" shall have the meaning set forth in Clause 12.4.1;

"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 assigns, 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 pari 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 Madhya Pradesh and "State Government" means the government of that State;

"State Support Agreement" shall have the meaning set forth in Clause 47.3;

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Clause 33.2.1;

"Subordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

(a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Interbank Offered Rate) in case of loans expressed in any other currency;
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’s shareholders, 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 the Project Completion Date, to be revised for each subsequent year to reflect the variations in WPI occurring between the Project Completion Date and commencement of such Accounting Year, and (b) Debt Service in such Accounting Year, but excluding any interest paid by the Authority under clause 34.7.2 or 35.2;

“Substitution Agreement” shall have the meaning set forth in Clause 40.3;

“Suspension” shall have the meaning set forth in Clause 36.1;

“Taxes” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Termination” means the expiry or termination of this Agreement and the Concession hereunder;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“Termination Payment” means the amount payable by the Authority to the Concessionaire upon Termination and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from the Project Completion Date, the Concessionaire shall notify to the Authority, the Total Project Cost as on the Project Completion Date and its disaggregation between Debt Due and Equity, and only the amounts so converted shall form the basis of computing Termination Payment and it is further agreed that in the event such disaggregation is not notified by the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost.
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 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 ordinarily be located within a distance of 10 (ten) kilometres from the limits of the municipal or local area of the nearest city or town respectively, as applicable on the date of this Agreement, and shall be situated at location(s) specified in the Bid or within a distance of 1 (one) kilometre thereof;

"Tolling Contract" means the contract, if any, entered into by the Concessionaire with the Tolling Contractor for collection of Fee for and on behalf of the Concessionaire and matters incidental thereto;

"Tolling Contractor" means the person, if any, with whom the Concessionaire has entered into a Tolling Contract;

"Total Project Cost" means the lowest of:

(a) the capital cost of the Project, as set forth in the Financial Package;

(b) the actual capital cost of the Project upon completion of Six-Laning of the Project Highway; and

(c) a sum of Rs. 325.00 crores (Rupees Three Hundred Twenty Five Crores Only),

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;

"Tractor" means a motor vehicle which is not itself constructed to carry any load other than the equipment used for the purpose of propulsion, but does not include a road roller; and "Tractor with Trailer" means a Tractor with an attached vehicle used for carrying goods;

"Traffic Aid Post" shall have the meaning set forth in Clause 20.2;

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;
“Truck” means any mechanical vehicle being a goods carrier with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms, but less than 20,000 (twenty thousand) kilograms;

“User” means a person who travels or intends to travel on the Project Highway or any part thereof in/on any vehicle on payment of Fee or in accordance with the provisions of this Agreement and Applicable Laws;

“Vesting Certificate” shall have the meaning set forth in Clause 38.4; 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 latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.
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:

(S. S. Gaharwar)
General Manager (MP)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi 110 075

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the 7th day of May 2010 hereunto affixed in the presence of Mr. J. Brij Mohan Reddy, Director, who has signed these presents in token thereof and, Mr. Dinesh Chandra Fulara Authorised Officer who has countersigned the same in token thereof:

(J. Brij Mohan Reddy)
Director
M/s Indore Dewas Tollways Limited
6-3-1090, B-1, TSR Towers,
Rajbhavan Road, Somajiguda,
Hyderabad 500 082, Andhra Pradesh

(Dinesh Chandra Fulara)
Authorized Officer
M/s Indore Dewas Tollways Limited
6-3-1090, B-1, TSR Towers,
Rajbhavan Road, Somajiguda,
Hyderabad 500 082, Andhra Pradesh

In the presence of:

1. 
2. 

In the presence of:

1. 
2. 

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) Project on DBFOT Pattern
इसके साक्ष्यस्वरूप दोनों पक्षों ने इस कार्रवाई को ऊपर लिखी तिथि, माह और वर्ष को निर्धारित किया और सुपूर्द किया।

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण के लिए और उसकी ओर से हस्ताक्षर करके, मुहर बंद करके सौंप दिया।

हाँ:

हेज़ा गार्डरूज़ (एस.एस. गहरवार)
महाप्रबंधक (मध्यप्रदेश)
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण जी-5 और 6, सेक्टर-10, दाराका, नई दिल्ली-110075

रियायतग्राही के निदेशक मण्डल द्वारा 7 मई, 2010 को हुई अपनी बैठक में परिष रांगल के अनुसार में, श्री जे. बज्रभांन रेकटी, निदेशक की उपस्थिति में इस पर रियायतग्राही की आम गोर्ख लगाई गई और उन्होंने टोकन के रूप में इनपर हस्ताक्षर किए और श्री दिनेश चंद्र गुरारी, प्राधिकृत अधिकारी ने टोकन के रूप में इस पर अपने प्रतिहार्तकार किए।

(जे. बज्रभांन रेकटी)
निदेशक
ईंडोर द्वारा टोलवेज लिमिटेड,
6-3-1090, वी-1, दीएसआर टावर्स,
राजभवन रोड, सोमाजीगुड़ा,
हैदराबाद 500082, अंध्रप्रदेश

(विक्रेश चंद्र गुरारी)
प्राधिकृत अधिकारी
ईंडोर द्वारा टोलवेज लिमिटेड,
6-3-1090, वी-1, दीएसआर टावर्स,
राजभवन रोड, सोमाजीगुड़ा,
हैदराबाद 500082, अंध्रप्रदेश

की उपस्थिति में:

1. [Signature]
2. [Signature]

की उपस्थिति में:

1. [Signature]
2. [Signature]

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SCHEDULES
SCHEDULE – A
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 Plaza, Traffic Aid Post, Medical Aid Post and vehicle rescue posts or for construction of works specified in the Change of Scope Order issued under Clause 16.2.3 of this Agreement shall be acquired in accordance with the provisions of Clause 10.3.6 of this Agreement. Upon acquisition, such land shall form part of the Site and vest in the Authority.
Site for Six-laning

1. The site for Six-laning shall extend from Km 577.550 to Km 610.000 (0) and from Km 0.000 to 12.600 of National Highway no 3 in the states of Madhya Pradesh (an index map is at Appendix I), and shall, within the right of way, comprise the land, building, structures and road works described herein.

2. A strip plan (in soft copy) showing the broad features of the site is attached and is named Appendix II.

3. Land

The details of the existing Right of Way are at Appendix III.

4. Buildings

The details of the existing buildings are at Appendix IV.

5. Structures

An inventory of the existing structures is at Appendix V.

6. Road works

An inventory of road works and their condition is at Appendix VI.
Six-laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
The salient features above the existing project road are presented in the strip plan which is attached as the digital version (CD) only.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
## Details of Existing Right of Way

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Existing Chainage (km)</th>
<th>Location</th>
<th>ROW (In Meter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Km 577.550 to 577.900</td>
<td>Dewas – Indore Section</td>
<td>31.70</td>
</tr>
<tr>
<td>2</td>
<td>Km 577.900 to 580.900</td>
<td>Dewas – Indore Section</td>
<td>66.70</td>
</tr>
<tr>
<td>3</td>
<td>Km 580.900 to 583.175</td>
<td>Dewas – Indore Section</td>
<td>60.00</td>
</tr>
<tr>
<td>4</td>
<td>Km 583.375 to 591.000</td>
<td>Dewas – Indore Section</td>
<td>66.70</td>
</tr>
<tr>
<td>5</td>
<td>Km 591.000 to 610.000</td>
<td>Indore Bypass</td>
<td>60.00</td>
</tr>
<tr>
<td>6</td>
<td>Km 610.000 (0.000) to 12.600</td>
<td>Indore Bypass</td>
<td>60.00</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
## Details of Existing Government Buildings within ROW

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Existing Buildings</th>
<th>Location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toll Plaza</td>
<td>582.160</td>
<td>For Kshipra Bridge</td>
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</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under MNREGA Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Structures
Details of the Structures and Existing Drains

(a) A list of the existing major bridges is at Appendix-V (a)
(b) A list of the existing minor bridges is at Appendix-V (b)
(c) The details of existing Slab/Box culverts are given in Appendix-V (c)
(d) The details of existing pipe culverts are given in Appendix-V (d)
(e) Details of existing ROB’s are presented in Appendix-V (e)
(f) Details of existing Grade Separators are given in Appendix-V (f)
(g) Details of existing Underpasses are given in Appendix-V (g)
(h) Details of existing Cattle crossings are given in Appendix-V (h)
(i) Details of existing Longitudinal Drain in between Main Carriageway and Service Road are given in Appendix-V (i)
## Existing Major Bridge

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
<th>Width</th>
<th>Span Arrangement &amp; Total length</th>
<th>Type of structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Kshipra Bridge</td>
<td>582/3</td>
<td>581+527</td>
<td>24.0</td>
<td>6 x 37.4/224.4</td>
<td>Open RCC wall</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Type PSC Girder with deck Slab</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
### Appendix - V (b)

#### Existing Minor Bridge

<table>
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<th>S. No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
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<th>Span Arrangement &amp; Total length</th>
<th>Foundation</th>
<th>Type of structure</th>
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<td>585+141</td>
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<td>2 x 8.0/16.0</td>
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<td>RR stone masonry + PCC with skin Reinforcement</td>
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<tr>
<td>2</td>
<td>-</td>
<td>595/4</td>
<td>594+842</td>
<td>2 x 10</td>
<td>1 x 11.17/11.17</td>
<td>Open</td>
<td>PCC with skin Reinforcement</td>
</tr>
<tr>
<td>3</td>
<td>-</td>
<td>3/3</td>
<td>2+550</td>
<td>2 x 10</td>
<td>4 x 6.45/25.8</td>
<td>Open</td>
<td>PCC with skin Reinforcement</td>
</tr>
<tr>
<td>4</td>
<td>-</td>
<td>3/4</td>
<td>2+590</td>
<td>2 x 10</td>
<td>1 x 8.4/8.4</td>
<td>Open</td>
<td>PCC with skin Reinforcement</td>
</tr>
<tr>
<td>5</td>
<td>-</td>
<td>6/3</td>
<td>5+740</td>
<td>2 x 10</td>
<td>1 x 10.45/10.45</td>
<td>Open</td>
<td>PCC with skin Reinforcement</td>
</tr>
<tr>
<td>6</td>
<td>-</td>
<td>7/1</td>
<td>6+210</td>
<td>2 x 10</td>
<td>1 x 10.0/10.0</td>
<td>Open</td>
<td>PCC with skin Reinforcement</td>
</tr>
<tr>
<td>7</td>
<td>-</td>
<td>11/1</td>
<td>10+220</td>
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<td>1 x 8.48/8.48</td>
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<td>PCC with skin Reinforcement</td>
</tr>
<tr>
<td>8</td>
<td>-</td>
<td>12/1</td>
<td>11+490</td>
<td>2 x 11</td>
<td>2 x 8.3/16.6</td>
<td>Open</td>
<td>PCC with skin Reinforcement</td>
</tr>
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</table>

Six Lining of Indore - Dewas section of NH-3 from km 577.560 to km 0.00, and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
<table>
<thead>
<tr>
<th>S.No</th>
<th>Chainage (km)</th>
<th>Culvert No.</th>
<th>Size (B x H) m</th>
<th>Width (m)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
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<td>586+898</td>
<td>587/1</td>
<td>2.0 x 4.2</td>
<td>2 x 10.75</td>
<td>RCC Slab</td>
</tr>
<tr>
<td>2</td>
<td>588+520</td>
<td>589/2</td>
<td>6.0 x 1.8</td>
<td>2 x 10.75</td>
<td>RCC Slab</td>
</tr>
<tr>
<td>3</td>
<td>590+882</td>
<td>591/2</td>
<td>6.0 x 2.0</td>
<td>2 x 10.75</td>
<td>RCC Slab</td>
</tr>
<tr>
<td>4</td>
<td>592+722</td>
<td>593/3</td>
<td>2.0 x 2.2</td>
<td>2 x 10.75</td>
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</tr>
<tr>
<td>5</td>
<td>594+712</td>
<td>595/3</td>
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<td>6</td>
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</tr>
<tr>
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<td>609+980</td>
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<td>6.0 x 3.5</td>
<td>2 x 10.75</td>
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<tr>
<td>9</td>
<td>0+510</td>
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<td>4.0 x 3.4</td>
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<td>10</td>
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<td>4.0 x 2.8</td>
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<td>2+320</td>
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<td>16</td>
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<tr>
<td>17</td>
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<td>4.2 x 4.4</td>
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</tr>
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Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
### Existing Pipe culverts

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<th>Dia of Pipe</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
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</tr>
<tr>
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<td>579+794</td>
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<td>580+020</td>
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<td>580+320</td>
<td>581/2</td>
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<td>1.0</td>
</tr>
<tr>
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<tr>
<td>9</td>
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<td>582/1</td>
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<tr>
<td>10</td>
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Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madiya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
### Schedule A

**Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00**

and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on OBFOT pattern.

<table>
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<th>S.No</th>
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<th>Dia of Pipe</th>
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National Highway Authority of India

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx. Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.

<table>
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<tr>
<th>S.No</th>
<th>Chainage (km)</th>
<th>Culvert Number</th>
<th>No. of Rows</th>
<th>Dia of Pipe</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>1.0</td>
</tr>
<tr>
<td>72</td>
<td>3+680</td>
<td>4/2</td>
<td>3</td>
<td>1.0</td>
</tr>
<tr>
<td>73</td>
<td>4+267</td>
<td>5/1</td>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>74</td>
<td>5+124</td>
<td>6/1</td>
<td>2</td>
<td>1.0</td>
</tr>
<tr>
<td>75</td>
<td>7+124</td>
<td>8/1</td>
<td>2</td>
<td>1.0</td>
</tr>
<tr>
<td>76</td>
<td>8+205</td>
<td>9/1</td>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>77</td>
<td>8+500</td>
<td>9/2</td>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>78</td>
<td>9+430</td>
<td>10/1</td>
<td>2</td>
<td>1.0</td>
</tr>
<tr>
<td>79</td>
<td>11+224</td>
<td>12/1</td>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>80</td>
<td>11+800</td>
<td>12/3</td>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>81</td>
<td>12+240</td>
<td>13/1</td>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>82</td>
<td>12+562</td>
<td>13/2</td>
<td>1</td>
<td>1.0</td>
</tr>
</tbody>
</table>
Appendix A-V (e)

ROBs / RUBs

--- Nil ---
Appendix A-V (f)

Grade Separated Junctions

-- Nil --

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Existing Underpasses

- Nil -
Cattle Crossing

-- Nil --
Appendix – V (i)

Existing Longitudinal Drain in between Main Carriageway and Service Road

-- Nil --

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFO pattern.
(a) The details of the Road Inventory are given in Appendix-VI (a).
(b) Locations of urban sections on the project road are given in Appendix VI (b).
(c) The details of the Existing Service Road are given in Appendix –VI (c).
(d) The details of the Major At grade Junctions are given in Appendix –VI (d).
(e) The details of the existing Bus and Truck Lay –Byes Locations are given in Appendix –VI (e).
(f) The details of Pavement Layer Composition are given in Appendix –VI (f).
(g) The details of the Pavement Roughness are given in Appendix –VI (g).
(h) The details of the Deflection Characteristics of the pavement are given in Appendix –VI (h).

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
### Road Inventory

<table>
<thead>
<tr>
<th>Existing Chainage</th>
<th>Carriageway width</th>
<th>Paved Shoulder</th>
<th>Earthen Shoulder</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 577.550 to 591.000</td>
<td>2 x 7m (Flexible Pavement)</td>
<td>1.0m on median side + 1.5m on outer side</td>
<td>1.0m</td>
</tr>
<tr>
<td>From 591.000 to 610.000 (0.000)</td>
<td>2 x 7m (Rigid Pavement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From 0.000 (610.000) to 12.600</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.000 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Location of Urban Section

<table>
<thead>
<tr>
<th>Existing Chainage</th>
<th>Left / Right</th>
<th>Name of the Town and Village</th>
</tr>
</thead>
<tbody>
<tr>
<td>From km</td>
<td>To km</td>
<td></td>
</tr>
<tr>
<td>580.667</td>
<td>581.150</td>
<td>Kshipra Village</td>
</tr>
<tr>
<td>582.000</td>
<td>582.800</td>
<td>Sanwer</td>
</tr>
<tr>
<td>584.808</td>
<td>585.900</td>
<td>Arjun</td>
</tr>
<tr>
<td>587.500</td>
<td>587.900</td>
<td>Dakocha</td>
</tr>
<tr>
<td>588.350</td>
<td>588.620</td>
<td>Lasudia</td>
</tr>
<tr>
<td>590.300</td>
<td>590.500</td>
<td>Raukhadi</td>
</tr>
<tr>
<td>591.200</td>
<td>591.500</td>
<td>Mangla</td>
</tr>
<tr>
<td>595.000</td>
<td>595.500</td>
<td>Aradia</td>
</tr>
<tr>
<td>603.000</td>
<td>603.942</td>
<td>Bicholi hopsy</td>
</tr>
<tr>
<td>608.000</td>
<td>608.850</td>
<td>Nemawar</td>
</tr>
<tr>
<td>605.300</td>
<td>605.700</td>
<td>Bicholi Mardana</td>
</tr>
<tr>
<td>2.000</td>
<td>2.313</td>
<td>Rałamamdal</td>
</tr>
<tr>
<td>3.000</td>
<td>3.637</td>
<td>Khandwa</td>
</tr>
<tr>
<td>5.000</td>
<td>6.000</td>
<td>Kalodkartal</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.65 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Existing Service Road

- Nil -

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project of DBFOT pattern.
## Major at Grade Junctions

<table>
<thead>
<tr>
<th>S. No</th>
<th>Junction</th>
<th>Location (Existing chainage)</th>
<th>Type of Junction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NH3 – Dewas bypass</td>
<td>577.550</td>
<td>T Junction</td>
</tr>
<tr>
<td>2</td>
<td>NH3 – Old NH 3</td>
<td>591.021</td>
<td>Y Junction</td>
</tr>
<tr>
<td>3</td>
<td>NH 59 – NH 3</td>
<td>608.085</td>
<td>Cross Junction</td>
</tr>
<tr>
<td>4</td>
<td>SH 27 – NH 3</td>
<td>3.900</td>
<td>Cross Junction</td>
</tr>
<tr>
<td>5</td>
<td>NH 3 – Old NH 3</td>
<td>12.600</td>
<td>Cross Junction</td>
</tr>
</tbody>
</table>
Existing Bus bays and Truck Lay-bays

--- Nil ---

Six Lanning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBOT pattern.
National Highway Authority of India

Appendix - VI (f)

Pavement Layer Composition

<table>
<thead>
<tr>
<th>Existing Chainage</th>
<th>Wearing Coat</th>
<th>DBM</th>
<th>BM</th>
<th>WMM</th>
<th>WBM</th>
<th>GSB</th>
<th>Cement Concrete Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 577.550</td>
<td>To 591.000</td>
<td>BC-40mm</td>
<td>160m</td>
<td>-</td>
<td>300mm</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300m m</td>
<td></td>
</tr>
<tr>
<td>591.000</td>
<td>610.000</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>150m m</td>
<td>CC (M-40) - 340mm</td>
</tr>
<tr>
<td></td>
<td>(0.000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CC (M-10) - 125mm</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
### Pavement Roughness

<table>
<thead>
<tr>
<th>Stretch</th>
<th>Roughness Average BI (mm/Km)</th>
<th>Roughness Average BI (mm/Km)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RHS</td>
<td>LHS</td>
</tr>
<tr>
<td>577 - 578</td>
<td>1690</td>
<td>1840</td>
</tr>
<tr>
<td>578 - 579</td>
<td>1520</td>
<td>1690</td>
</tr>
<tr>
<td>579 - 580</td>
<td>1495</td>
<td>1845</td>
</tr>
<tr>
<td>580 - 581</td>
<td>1935</td>
<td>2210</td>
</tr>
<tr>
<td>581 - 582</td>
<td>2785</td>
<td>2030</td>
</tr>
<tr>
<td>582 - 583</td>
<td>2605</td>
<td>3190</td>
</tr>
<tr>
<td>583 - 584</td>
<td>1595</td>
<td>2440</td>
</tr>
<tr>
<td>584 - 585</td>
<td>1530</td>
<td>1725</td>
</tr>
<tr>
<td>585 - 586</td>
<td>1825</td>
<td>2010</td>
</tr>
<tr>
<td>586 - 587</td>
<td>1570</td>
<td>1715</td>
</tr>
<tr>
<td>587 - 588</td>
<td>1675</td>
<td>1720</td>
</tr>
<tr>
<td>588 - 589</td>
<td>1510</td>
<td>1830</td>
</tr>
<tr>
<td>589 - 590</td>
<td>1515</td>
<td>1830</td>
</tr>
<tr>
<td>590 - 591</td>
<td>2020</td>
<td>1920</td>
</tr>
<tr>
<td>591 - 592</td>
<td>2420</td>
<td>2375</td>
</tr>
<tr>
<td>592 - 593</td>
<td>2270</td>
<td>2455</td>
</tr>
<tr>
<td>593 - 594</td>
<td>2285</td>
<td>2410</td>
</tr>
<tr>
<td>594 - 595</td>
<td>2430</td>
<td>2500</td>
</tr>
<tr>
<td>595 - 596</td>
<td>2515</td>
<td>2365</td>
</tr>
<tr>
<td>596 - 597</td>
<td>2120</td>
<td>2245</td>
</tr>
<tr>
<td>597 - 598</td>
<td>2335</td>
<td>2260</td>
</tr>
<tr>
<td>598 - 599</td>
<td>2150</td>
<td>2230</td>
</tr>
<tr>
<td>599 - 600*</td>
<td>2265</td>
<td>2170</td>
</tr>
</tbody>
</table>

Six Lining of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
### Pavement Deflection

<table>
<thead>
<tr>
<th>Stretch</th>
<th>Ch. Deflection (mm)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LHS</td>
<td>RHS</td>
<td></td>
</tr>
<tr>
<td>576 - 577</td>
<td>0.69</td>
<td>0.88</td>
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</tr>
<tr>
<td>577 - 578</td>
<td>1.05</td>
<td>0.57</td>
<td></td>
</tr>
<tr>
<td>578 - 579</td>
<td>0.90</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>579 - 580</td>
<td>0.73</td>
<td>0.77</td>
<td></td>
</tr>
<tr>
<td>580 - 581</td>
<td>0.67</td>
<td>0.80</td>
<td></td>
</tr>
<tr>
<td>581 - 582</td>
<td>0.71</td>
<td>1.17</td>
<td></td>
</tr>
<tr>
<td>582 - 583</td>
<td>1.08</td>
<td>0.61</td>
<td></td>
</tr>
<tr>
<td>583 - 584</td>
<td>0.98</td>
<td>0.64</td>
<td></td>
</tr>
<tr>
<td>584 - 585</td>
<td>1.04</td>
<td>1.03</td>
<td></td>
</tr>
<tr>
<td>585 - 586</td>
<td>0.82</td>
<td>0.93</td>
<td></td>
</tr>
<tr>
<td>586 - 587</td>
<td>1.39</td>
<td>1.20</td>
<td></td>
</tr>
<tr>
<td>587 - 588</td>
<td>1.03</td>
<td>1.18</td>
<td></td>
</tr>
<tr>
<td>588 - 589</td>
<td>1.14</td>
<td>1.01</td>
<td></td>
</tr>
<tr>
<td>589 - 590</td>
<td>0.76</td>
<td>0.92</td>
<td></td>
</tr>
<tr>
<td>590 - 591</td>
<td>0.76</td>
<td>1.24</td>
<td></td>
</tr>
<tr>
<td>591.000 - 610.000 (0)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.000 - 12.600</td>
<td>CC Pavement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Existing condition of Concrete pavement is presented in page no. A-28.

Six Lanning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
**Condition survey for Concrete Pavement**

Concrete Pavement is existing from Km 591 to 610 (0) and from Km 0 to 12.6. It is found the pavement is cracked in longitudinal direction particularly median side lane. Cracks are running through many panels as high as 39 No’s in 165m length. The width of crack is varying from 10 to 65mm and the depth of crack is varying from 100 to 340mm. Observation are tabulated below. Proposed remedial measures are presented in Appendix-XV of schedule B.

**R.H.S. (Indore to Dewas)**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location in Km</th>
<th>Length (in mtrs)</th>
<th>Crack wide (in mm)</th>
<th>Crack depth (in mm)</th>
<th>Distance from median edge (in mtrs)</th>
<th>Damage Panel (Size 5m x 4m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>595.8</td>
<td>65.00</td>
<td>35</td>
<td>150</td>
<td>5.60</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>604.10</td>
<td>120.00</td>
<td>55</td>
<td>280</td>
<td>4.60</td>
<td>26</td>
</tr>
<tr>
<td>3</td>
<td>605.2</td>
<td>165.00</td>
<td>65</td>
<td>300</td>
<td>3.5 - 4.5</td>
<td>39</td>
</tr>
<tr>
<td>4</td>
<td>605.4</td>
<td>25.00</td>
<td>20</td>
<td>160</td>
<td>3.50</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>605.8</td>
<td>10.00</td>
<td>20</td>
<td>100</td>
<td>3.50</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>605.10</td>
<td>110.00</td>
<td>60</td>
<td>300</td>
<td>3.00</td>
<td>27</td>
</tr>
<tr>
<td>7</td>
<td>606.6</td>
<td>55.00</td>
<td>20</td>
<td>160</td>
<td>4.50</td>
<td>13</td>
</tr>
<tr>
<td>8</td>
<td>606.8</td>
<td>55.00</td>
<td>25</td>
<td>100</td>
<td>4.50</td>
<td>17</td>
</tr>
<tr>
<td>9</td>
<td>1.6</td>
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<td>320</td>
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</tr>
<tr>
<td>10</td>
<td>1.8</td>
<td>65.00</td>
<td>50</td>
<td>230</td>
<td>3.5 - 4.5</td>
<td>18</td>
</tr>
<tr>
<td>11</td>
<td>1.10</td>
<td>75.00</td>
<td>45</td>
<td>150</td>
<td>4.60</td>
<td>20</td>
</tr>
<tr>
<td>12</td>
<td>2.10</td>
<td>80.00</td>
<td>35</td>
<td>250</td>
<td>3.00</td>
<td>17</td>
</tr>
<tr>
<td>13</td>
<td>3.2</td>
<td>80.00</td>
<td>45</td>
<td>260</td>
<td>5.10</td>
<td>20</td>
</tr>
<tr>
<td>14</td>
<td>3.4</td>
<td>85.00</td>
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<td>240</td>
<td>3.50</td>
<td>21</td>
</tr>
<tr>
<td>15</td>
<td>6.4</td>
<td>50.00</td>
<td>30</td>
<td>150</td>
<td>3.5 - 4.5</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>6.6</td>
<td>22.00</td>
<td>25</td>
<td>190</td>
<td>3.5 - 4.5</td>
<td>8</td>
</tr>
<tr>
<td>17</td>
<td>10.8</td>
<td>17.00</td>
<td>20</td>
<td>120</td>
<td>3.50</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>11.10</td>
<td>35.00</td>
<td>35</td>
<td>120</td>
<td>3.60</td>
<td>8</td>
</tr>
<tr>
<td>19</td>
<td>12.4</td>
<td>40.00</td>
<td>20</td>
<td>130</td>
<td>3.00</td>
<td>9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1229.00</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>300 No's</strong></td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location in Km</th>
<th>Length (in mtrs)</th>
<th>Crack wide (in mm)</th>
<th>Crack depth (in mm)</th>
<th>Distance from median edge (in mtrs)</th>
<th>Damage Panel (Size 5m x 4m)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>696.10</td>
<td>5.00</td>
<td>20</td>
<td>100</td>
<td>3.50</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>597.2</td>
<td>31.00</td>
<td>20</td>
<td>120</td>
<td>3.60</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>597.8</td>
<td>38.00</td>
<td>35</td>
<td>150</td>
<td>6.50</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>597.10</td>
<td>35.00</td>
<td>40</td>
<td>160</td>
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Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project DBFOT pattern
SCHEDULE - B
SCHEDULE - B
(See Clause 2.1)

DEVELOPMENT OF THE PROJECT HIGHWAY

1 Development of the Project Highway
Development of the Project Highway shall include construction of the Project Highway as described in this Schedule-B and in Schedule-C.

2 Six-Laning

2.1 Six-Laning shall include the Six-Lane Project Highway as described in Annex-I of this Schedule-B and Annex-I of Schedule-C.

2.2 Six-Laning shall be completed by the Concessionaire in conformity with the Specifications and Standards set forth in Annex-I of Schedule-D.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as 'BOT (toll)' project on DBFOT pattern
Annex I
(Schedule B)

Description of Six-laning

1. **Width of carriageway**

The paved carriageway shall be as per TCS.

Provided that the width shall be adjusted to fit into appropriate plans and cross sections developed in accordance with Schedule D to accommodate all the features of Six laning described herein. The fact that different types of cross sections need to be developed in different segments of the project length is illustrated in an indicative manner in Appendix I.

1.2 Except as otherwise provided in this agreement, the width of the paved carriageway shall conform to clause 1.1 above.

1.3 **Other features of Six-laning**

1.3.1 **Entry/exit ramps**

Entry/exit ramps for entering into or exiting from the six-lane carriageway shall be provided at locations indicated in Appendix II.

1.3.2 **Service roads**

Service roads shall be provided in lengths indicated in Appendix III.

1.3.3 **Flyovers**

Flyovers of different spans and minimum vertical clearance shall be provided at locations indicated in Appendix IV.

1.3.4 **Vehicular Underpasses**

Vehicular underpasses of different spans and minimum vertical clearance shall be provided at locations indicated in Appendix V.

1.3.5 **Pedestrian underpasses**

Pedestrian underpasses of different spans and minimum vertical clearance shall be provided at locations indicated in Appendix VI.

1.3.6 **Culverts**

Culverts as listed in Appendix VII shall be provided, widened, reconstructed, or extended.

1.3.7 **Minor bridges**

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

---

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFO pattern
1.3.8 Major bridges
Major bridges as listed in Appendix IX shall be provided, widened, reconstructed, or extended.

1.3.9 At grade junctions meeting service road
At-grade junctions shall be provided at the junctions shown in Appendix X.

1.3.10 Road Over Bridges
Road Over Bridges as listed in Appendix XI shall be provided, widened, reconstructed, or extended.

1.3.11 Longitudinal drains
Longitudinal drains at locations as listed in Appendix XII shall be provided.

1.3.12 Retaining Structures
Protection works at locations as listed in Appendix XIII shall be provided.

1.3.13 Proposed Remedial Measures for Concrete Pavement
Proposed remedial measures for Concrete Pavement are presented in Appendix XIV.

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.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Six Lining of Indore - Dewas Section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
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Six Laning of Indore - Dewas Section of NH-8 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
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### Entry / Exit Ramps

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<th>S. No.</th>
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<th>LHS</th>
<th>RHS</th>
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<td>Exit</td>
<td>Entry</td>
</tr>
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<td>580.514</td>
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<td>Entry</td>
</tr>
<tr>
<td>3</td>
<td>583.640</td>
<td>Entry</td>
<td>Exit</td>
</tr>
<tr>
<td>4</td>
<td>587.150</td>
<td>Exit</td>
<td>Entry</td>
</tr>
<tr>
<td>5</td>
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</tr>
<tr>
<td>7</td>
<td>603.110</td>
<td>Entry</td>
<td>Exit</td>
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<td>Exit (Bullet Type)</td>
<td>Entry (Bullet Type)</td>
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National Highway Authority of India
Schedule B

Appendix - III

Proposed Service Road

<table>
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<tr>
<th>S1. No.</th>
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<th>Design Chainage</th>
<th>Length (m)</th>
<th>Side</th>
<th>Applicable TCS No.</th>
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</thead>
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<td>579.400 to 580.060</td>
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<tr>
<td>2</td>
<td>580.410 to 580.910</td>
<td>580.400 to 580.900</td>
<td>0.500</td>
<td>Both Side</td>
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<tr>
<td>3</td>
<td>580.819 to 581.069</td>
<td>580.900 to 581.150</td>
<td>0.250</td>
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<tr>
<td>4</td>
<td>581.147 to 581.357</td>
<td>581.150 to 581.360</td>
<td>0.210</td>
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<td>5</td>
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<td>581.775 to 583.175</td>
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<td>583.158 to 583.358</td>
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<td>583.358 to 583.683</td>
<td>583.375 to 583.700</td>
<td>0.325</td>
<td>Both Side</td>
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<tr>
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<td>585.868 to 586.428</td>
<td>585.880 to 586.440</td>
<td>0.560</td>
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<tr>
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<td>590.240 to 591.000</td>
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<td>0.390</td>
<td>Both Side</td>
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<tr>
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<td>592.293 to 592.873</td>
<td>592.300 to 592.880</td>
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<td>593.733 to 594.293</td>
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<td>0.560</td>
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<td>598.720 to 604.000</td>
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<td>11.800</td>
<td>12.600</td>
<td>0.800</td>
<td>Both Side</td>
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Total Length of Service Road 18.851 Kms on one sides
Total Length of Service Road 37.702 Kms on Both sides

Six Laning of Indore-Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
## Details of Proposed Flyovers

<table>
<thead>
<tr>
<th>S No.</th>
<th>Location</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Name of Intersecting Roads</th>
<th>Proposed structural configuration</th>
<th>Proposed Structure type</th>
<th>Proposed span arrangement</th>
<th>Total width of the structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indore-old NH3</td>
<td>591+050</td>
<td>590+936</td>
<td>Indore-old NH3</td>
<td>New 3 lane (Height 5.5 m)</td>
<td>PSC girder with RCC Slab</td>
<td>(1 x 21.0) + (1 x 40.0)</td>
<td>1 x 12.5</td>
</tr>
<tr>
<td>2</td>
<td>NH59- Ring Road Indore</td>
<td>608+085</td>
<td>607+940</td>
<td>NH 59- Ring Road Indore</td>
<td>New 6 lane (Height 5.5 m)</td>
<td>PSC girder with RCC Slab</td>
<td>(1 x 30.0) + (1 x 40.0) + (1 x 30.0)</td>
<td>2 x 12.5</td>
</tr>
<tr>
<td>3</td>
<td>SH27 - Ring Road Indore</td>
<td>3+900</td>
<td>3+820</td>
<td>SH 27 - Ring Road Indore</td>
<td>New 6 lane (Height 5.5 m)</td>
<td>PSC girder with RCC Slab</td>
<td>(1 x 30.0) + (1 x 40.0) + (1 x 30.0)</td>
<td>2 x 12.5</td>
</tr>
<tr>
<td>4</td>
<td>Mumbai-Old NH3</td>
<td>12+600</td>
<td>12+400</td>
<td>Mumbai-Old NH3</td>
<td>New 6 lane (Height 5.5 m)</td>
<td>PSC girder with RCC Slab</td>
<td>(1 x 40.0) + (1 x 21.0) + (1 x 40.0)</td>
<td>2 x 12.5</td>
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</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
### Appendix - V

#### Details of Proposed Vehicular Underpasses

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<th>Sl. No.</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Name of Intersecting Roads</th>
<th>Proposed structural configuration</th>
<th>Proposed Structure type</th>
<th>Proposed span arrangement</th>
<th>Total width of the structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>580+974</td>
<td>580+974</td>
<td>-</td>
<td>New 6-lane (Height 5.0 m)</td>
<td>RCC girder Type</td>
<td>1 x 15</td>
<td>2 x 12.5</td>
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<tr>
<td>2</td>
<td>582+538</td>
<td>582+525</td>
<td>Sanwer-Kshipra village</td>
<td>New 6-lane (Height 5.0 m)</td>
<td>RCC Box</td>
<td>1 x 10.5</td>
<td>13.5+5.0+13.5</td>
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<tr>
<td>3</td>
<td>587+670</td>
<td>587+655</td>
<td>-</td>
<td>New 6-lane (Height 5.0 m)</td>
<td>RCC girder Type</td>
<td>1 x 15</td>
<td>2 x 12.5</td>
</tr>
<tr>
<td>4</td>
<td>602+630</td>
<td>602+482</td>
<td>Indore Ring road - Kanadia village</td>
<td>New 6-lane (Height 5.0 m)</td>
<td>RCC girder Type</td>
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## Proposed Pedestrian Underpasses

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<th>Sl. No.</th>
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<th>Design Chainage</th>
<th>Name of Intersecting Roads</th>
<th>Proposed structural configuration</th>
<th>Proposed Structure type</th>
<th>Proposed span arrangement</th>
<th>Total width of the structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>579+700</td>
<td>579+672</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
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Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
## Proposed New Culvert

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Design Chainage/Location</th>
<th>Design Chainage</th>
<th>Proposed Structure</th>
<th>Proposed size arrangement</th>
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## Widening Scheme for Culverts

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<th>Culvert No</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Type of Structure</th>
<th>Recommendation</th>
<th>Span Arrangement</th>
<th>Proposed total width (m)</th>
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<tbody>
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<td>580+000</td>
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</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
Six Lanning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
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<th>Type of Structure</th>
<th>Span Arrangement</th>
<th>Proposed</th>
<th>Proposed total width (m)</th>
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</table>

National Highway, Authority of India

Schedule B

Six Lanting of Indore - Dewas section of NH-3 from km 577.750 to km 610.00 km 12.6 (Approx) Length: 45.05 km in the state of Madhya Pradesh under NHDP Phase-VI to be executed as BOT (toll) project on DBFO pattern.
## Reconstruction Scheme for Culverts

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<th>S. N.</th>
<th>Existing CD No.</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Type of Structure</th>
<th>Recommendation</th>
<th>Span Arrangement</th>
<th>Proposed total width (m)</th>
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<td>RCC Box</td>
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<td>605+631</td>
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<td>1+920</td>
<td>RCC Slab</td>
<td>RCC Box</td>
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<td>1 x 4.0</td>
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Six Landing of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
A. **Construction of new Minor Bridges**

-- NIL --

*Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern*
### B. Rehabilitation/Repair/Widening of Existing Minor Bridges

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
<th>Width</th>
<th>Span Arrangement</th>
<th>Type of structure</th>
<th>Details of Rehabilitation</th>
<th>Details of Repair</th>
<th>Details of widening</th>
</tr>
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<tbody>
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<td>586/1</td>
<td>585+141</td>
<td>2 x 10.0</td>
<td>2 x 8.0</td>
<td>Open</td>
<td>Old Stone masonry widened with PCC with Skin Reinforcement</td>
<td>RCC Slab</td>
<td>Existing bridge shall be widened to accommodate 6 lane carriage way as per typical cross sections. (2 x 14.5 m)</td>
</tr>
<tr>
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<td></td>
<td>595/4</td>
<td>594+842</td>
<td>2 x 10</td>
<td>1 x 11.7</td>
<td>Open</td>
<td>PCC with Skin Reinforcement</td>
<td>RCC Slab</td>
<td>Existing bridge shall be widened to accommodate 6 lane carriage way as per typical cross sections. (2 x 14.5 m)</td>
</tr>
</tbody>
</table>

- Widening of the existing bridges shall be done on outward side for left and right side carriageway
- Expansion joint shall be replaced with filler type
- Existing wearing coat to be removed and new WC shall be laid
- Crash barrier, railing and foot path shall be provided
- Approach slab shall be cast on both sides

- Existing median walls connecting both carriageway shall be dismantled
- Widening of the existing bridges shall be done on median side and outward side to make it six lane for left and right side carriageway
- Existing revetments of all four sides shall be dismantled and a wall connecting main carriageway with service road shall be constructed
- Expansion joint shall be replaced with filler type
- Existing wearing coat to be removed and new WC shall be laid
- Crash barrier, railing and foot path shall be provided
- Approach slab shall be cast on both sides
<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
<th>Width</th>
<th>Span Arrangement</th>
<th>Type of structure</th>
<th>Details of Rehabilitation</th>
<th>Details of Repair</th>
<th>Details of widening</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td>3/3</td>
<td>2+550</td>
<td>2 x 10.5</td>
<td>4 x 6.45</td>
<td>Open</td>
<td>PCC with skin reinforcements</td>
<td>RCC Slab</td>
<td>Existing bridge shall be widened to accommodate 6 lane carriage way as per typical cross sections (2 x 14.5 m)</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>3/4</td>
<td>2+590</td>
<td>2 x 10.5</td>
<td>1 x 8.4</td>
<td>Open</td>
<td>PCC with skin reinforcements</td>
<td>RCC Slab</td>
<td>Existing bridge shall be widened to accommodate 6 lane carriage way as per typical cross sections (2 x 14.5m)</td>
</tr>
</tbody>
</table>

*existing median walls connecting both carriage way shall be dismantled
- widening of the existing bridges shall be done on median side and outward side to make it six lane for left and right side carriage way
- existing revetments of all four sides shall be dismantled and a wall connecting main carriage way with service road shall be constructed
- expansion joint shall be replaced with filler type
- existing wearing coat to be removed and new WC shall be laid
- crash barrier, railing and foot path shall be provided
- approach slab shall be cast on both sides

Existing bridge from km 577.550 to km 604.250 (extend km 0.00 to km 12.6), Six Lining of Indore - Dewas section of NH-3 in the state of Madhya Pradesh under NHDP Phase-IV to be executed as BOT toll project on DBFOT pattern.
<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
<th>Width</th>
<th>Span</th>
<th>Arrangement</th>
<th>Type of structure</th>
<th>Details of Rehabilitation</th>
<th>Details of Repair</th>
<th>Details of widening</th>
</tr>
</thead>
</table>
| 5     | 6/3            | 5+740      | 2 x 10.5     | 1 x 10.45 | Open | PCC with skin reinforcements | RCC Slab | • Existing median walls connecting both carriage way shall be dismantled  
• Widening of the existing bridges shall be done on median side and outward side to make it six lane for left and right side carriageway  
• Existing revetments of all four sides shall be dismantled and a wall connecting main carriageway way with service road shall be constructed  
• Expansion joint shall be replaced with filler type  
• Existing wearing coat to be removed and new WC shall be laid  
• Crash barrier, railing and foot path shall be provided  
• Approach slab shall be cast on both sides | Existing bridge shall be widened to accommodate 6 lane carriageway as per typical cross sections (2 x 14.5m) |
| 6     | 7/1            | 6+210      | 2 x 10.5     | 1 x 10.0 | Open | PCC with skin reinforcements | RCC Slab | • Existing median walls connecting both carriageway way shall be dismantled  
• Widening of the existing bridges shall be done on median side and outward side to make it six lane for left and right side carriageway  
• Existing revetments of all four sides shall be dismantled and a wall connecting main carriageway way with service road shall be constructed  
• Expansion joint shall be replaced with filler type  
• Existing wearing coat to be removed and new WC shall be laid  
• Crash barrier, railing and foot path shall be provided  
• Approach slab shall be cast on both sides | Existing bridge shall be widened to accommodate 6 lane carriageway as per typical cross sections (2 x 14.5m) |
<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
<th>Width</th>
<th>Span Arrangement</th>
<th>Type of structure</th>
<th>Details of Rehabilitation</th>
<th>Details of Repair</th>
<th>Details of widening</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td></td>
<td>11/1</td>
<td>10+220</td>
<td>2 x 10.5</td>
<td>1 x 8.48</td>
<td>Open</td>
<td>PCC with skin reinforcements</td>
<td>RCC Slab</td>
<td>Existing bridge shall be widened to accommodate 6 lane carriage way as per typical cross sections (2 x 14.5m)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>12/1</td>
<td>11+490</td>
<td>2 x 11.5</td>
<td>2 x 8.3</td>
<td>Open</td>
<td>PCC with skin reinforcements</td>
<td>RCC Slab</td>
<td>Existing bridge shall be widened to accommodate 6 lane carriage way as per typical cross sections (2 x 14.5m)</td>
</tr>
</tbody>
</table>

Proposed span arrangement is tentative and the same shall be finalized in consultation with Irrigation Authority & I.C. Any change in span arrangement shall not be treated as change in scope of work.
### A. Construction of new Major Bridges

<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Type of crossing</th>
<th>Proposed structural configuration</th>
<th>Proposed Structure type</th>
<th>Proposed span arrangement</th>
<th>Total width of the structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kshipra</td>
<td>582/3</td>
<td>581+532</td>
<td>581+532</td>
<td>River</td>
<td>New 4 Lane</td>
<td>PSC Girder with Deck Slab</td>
<td>6 x 37.4</td>
<td>1 x 18.0</td>
</tr>
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</table>

### B. Rehabilitation/Repair/Widening of Existing Major Bridges

<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of Bridge</th>
<th>Bridge No.</th>
<th>Chainage (km)</th>
<th>Width</th>
<th>Span Arrangement</th>
<th>Type of structure</th>
<th>Details of Rehabilitation</th>
<th>Details of Repair</th>
<th>Details of Widening</th>
</tr>
</thead>
<tbody>
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<td>Kshipra Bridge</td>
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<td>581+532</td>
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<td>6 x 37.4</td>
<td>Open RCC Wall Type</td>
<td>PSC Girder with Deck Slab</td>
<td>Greasing shall be done in the Existing Bearings</td>
<td>-</td>
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</table>

*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.*
## Minor Junctions meeting with Service Road

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Side</th>
<th>Carriageway Width</th>
<th>Type of Junction</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
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<td>580.400</td>
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</tr>
<tr>
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<td>RHS</td>
<td>3.00</td>
<td>T-Junction</td>
</tr>
<tr>
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<td>3.00</td>
<td>Cross</td>
</tr>
<tr>
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<td>582.200</td>
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<td>Cross</td>
</tr>
<tr>
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<td>582.240</td>
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<td>Cross</td>
</tr>
<tr>
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<tr>
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<td>Cross</td>
</tr>
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</tr>
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<td>T-Junction</td>
</tr>
<tr>
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<td>RHS</td>
<td>4.50</td>
<td>T-Junction</td>
</tr>
<tr>
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<td>LHS</td>
<td>4.00</td>
<td>T-Junction</td>
</tr>
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<td>RHS</td>
<td>4.00</td>
<td>T-Junction</td>
</tr>
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<td>4.00</td>
<td>T-Junction</td>
</tr>
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<td>Cross</td>
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<tr>
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<td>Cross</td>
</tr>
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<td>LHS</td>
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<td>T-Junction</td>
</tr>
<tr>
<td>26</td>
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<td>599.053</td>
<td>RHS</td>
<td>3.00</td>
<td>T-Junction</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Side</th>
<th>Carriageway Width</th>
<th>Type of Junction</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>599.558</td>
<td>599.558</td>
<td>RHS</td>
<td>7.00</td>
<td>T-Junction</td>
</tr>
<tr>
<td>28</td>
<td>600.106</td>
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<td>LHS</td>
<td>6.00</td>
<td>Cross</td>
</tr>
<tr>
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<td>Cross</td>
</tr>
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<td>T-Junction</td>
</tr>
<tr>
<td>31</td>
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<td>601.500</td>
<td>LHS</td>
<td>6.00</td>
<td>T-Junction</td>
</tr>
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<td>RHS</td>
<td>6.00</td>
<td>T-Junction</td>
</tr>
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<td>T-Junction</td>
</tr>
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<td>Cross</td>
</tr>
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<td>607.353</td>
<td>LHS</td>
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<td>Cross</td>
</tr>
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<td>607.369</td>
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<td>3.00</td>
<td>T-Junction</td>
</tr>
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<td>T-Junction</td>
</tr>
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<td>LHS</td>
<td>6.00</td>
<td>Cross</td>
</tr>
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<td>39</td>
<td>609.834</td>
<td>609.834</td>
<td>RHS</td>
<td>7.00</td>
<td>Cross</td>
</tr>
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<td>40</td>
<td>3.600</td>
<td>3.500</td>
<td>LHS</td>
<td>4.00</td>
<td>Cross</td>
</tr>
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<td>Cross</td>
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<td>T-Junction</td>
</tr>
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<td>RHS</td>
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<td>T-Junction</td>
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<td>4.823</td>
<td>RHS</td>
<td>3.00</td>
<td>Cross</td>
</tr>
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<td>4.958</td>
<td>LHS</td>
<td>5.00</td>
<td>Cross</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
National Highway Authority of India

Schedule B

Appendix – XI

Road Over Bridges

Nil

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
Details of Longitudinal Drains

The Longitudinal drain is provided throughout the project road and should be provided as shown in the cross sections at all the locations.
Details of the Retaining Structures

The retaining structures are to be provided at flyover and underpass locations.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Proposed remedial measures for Rigid Pavement cracking

a) In the course of concession period the concessionaire shall sealing the cracks less than 5mm with Ashphalt rubber.

b) Cross stitching and filling of joins with epoxy mortar for the joints having width up to 10mm.

c) Other panels need to be removed and reconstructed.

d) To avoid further development of cracks in other panels, it is suggested to cut the longitudinal joints between the two carriageway for the required depth.

e) Longitudinal joint is required to be cut along the carriageway edge between carriage and 1m wide paved shoulder. Further this will become the part of the additional lane to be provided on median side. Joint between paved shoulder and new pavement concrete on median side shall be provided with tie bars.

In addition to the approaches to structures rigid pavement shall also be replaced at locations shown below.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Location in Km</th>
<th>Length (in mtrs)</th>
<th>Crack wide (in mm)</th>
<th>Crack depth (in mm)</th>
<th>Distance from median edge (in mtrs)</th>
<th>Damage Panel (Six 5m x 4m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>595.8</td>
<td>65</td>
<td>35</td>
<td>150</td>
<td>5.6</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>605.2</td>
<td>165</td>
<td>65</td>
<td>300</td>
<td>3.5 – 4.5</td>
<td>39</td>
</tr>
<tr>
<td>4</td>
<td>605.4</td>
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<td>6</td>
</tr>
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<td>5</td>
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<tr>
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<td>65</td>
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<td>230</td>
<td>3.5 – 4.5</td>
<td>18</td>
</tr>
<tr>
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<td>1.10</td>
<td>75</td>
<td>45</td>
<td>150</td>
<td>4.6</td>
<td>20</td>
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<td>240</td>
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<td>15</td>
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<td>50</td>
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<td>150</td>
<td>3.5 – 4.5</td>
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<td>231 No's</td>
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</table>

Six Lining of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
The length of the crack and damaged panels may vary at site from the values mentioned in Schedule B, Appendix XV. The concessionaire shall carry out remedial measures as per requirement for whole stretch of existing concrete pavement and shall maintain as per Schedule B, Appendix XV to traffic worthy conditions throughout concession period.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Location in Km</th>
<th>Length (in mtrs)</th>
<th>Crack wide (in mm)</th>
<th>Crack depth (in mm)</th>
<th>Distance from median edge (in mtrs)</th>
<th>Damage Panel (Six 5m x 4m)</th>
</tr>
</thead>
<tbody>
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<td>3.5</td>
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<td>20</td>
<td>100</td>
<td>3.5</td>
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<td></td>
<td></td>
<td>127 No's</td>
</tr>
</tbody>
</table>
SCHEDULE - C
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 plaza
(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 post;
(l) medical aid post;
(m) vehicle rescue posts;
(n) telecom system; and
(o) highway traffic management system.

2 Project Facilities for Six-Laning

Project Facilities forming part of Six-Laning and to be completed on or before the Project Completion Date have been described in Annex-I of this Schedule-C.
Annex - I
(Schedule-C)

Project Facilities for Six-Laning

1 Project Facilities

The Concessionaire shall construct the Project Facilities described in this Annex-I to form part of the Six-Lane Project Highway. The Project Facilities shall include:

(a) Toll plaza;
(b) Roadside furniture;
(c) Street Lighting;
(d) Pedestrian facilities;
(e) Landscaping and tree plantation;
(f) Truck lay-bys;
(g) Bus-bays and bus shelters;
(h) Highway patrol;
(i) Ambulance;
(j) Cranes; and
(k) Advance Traffic Management Systems (ATMS)

2 Description of Project Facilities

2.1 Toll Plazas

One split toll plaza on both the arms of the junction at km 591 on NH3 i.e. on Indore bypass just after the flyover of the junction and at NH3 towards Indore City

Toll Booth Requirements

Considering the projected toll traffic the total numbers of toll booths required shall be as per 6 laning manual.

2.2 Road side Furniture

- Traffic Signs and Pavement Markings

All type of traffic signs, their locations, material etc. and pavement marking including edge marking and lane markings etc. for the entire highway should be

Six Lanning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
as per schedule “D”

- Concrete Crash Barrier, Metal beam crash barrier, Separators (MS railings) as per 6 laning manual
- Traffic Safety Devices
- Boundary Stones to be laid as per schedule “D”
- Hectometer / Kilometer Stones to be laid as per schedule “D”
- Traffic Blinker Signal (L.E.D) at intersections as per schedule “D”

2.3 Street Lighting
Details given in Appendix I.

2.4 Pedestrian Facilities
The details of pedestrians guard rails near on the project road are given in Appendix-II.

2.5 Landscaping and Tree Plantation
Landscaping of the highway shall be done on, but not limited to, the following:
- Median
- Entry and Exit ramp
- At grade islands of intersection locations
- Toll Plaza Area
  All the landscaping and tree plantation work should be done as per schedule “D”.

2.6 Truck Lay-byes
Truck lay Bye only one side (RHS, Km 6/700)

2.7 Bus-byes and Bus Shelter (24 no)
Details of Bus Lay- byes are given in Appendix-. III

2.8 Highway Petrol
Highway Petrol units for the entire highway should be provided strictly as per schedule “D”

2.9 Ambulances
No. of ambulances, equipments installed inside them, their response time and requirement of their communication support with nearest trauma hospitals for the entire highway should be provided strictly as per schedule “D”.

2.10 Cranes
Provisions of cranes all along the highway should be strictly as per schedule “D”.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
2.11 **Advance Traffic Management System (ATMS)**
Provisions of all ATMS for the entire highway should be as per schedule “D”.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern
Street Lighting

Lighting shall be provided at the locations of toll plaza and at major junctions, minor junctions, underpasses, Entry / Exit ramps, Bus and Truck Lay bays. IS: 1944 (Part I and II) shall be followed in regard to lighting installations.

Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
Pedestrian Facilities

There are 11 locations where new pedestrian underpasses have been proposed. They shall facilitate pedestrians to cross the main carriageway without endangering their safety as well as that of the highway users. The details of new pedestrian underpasses proposed on the project road are mentioned in the Table below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Existing Chainage (km)</th>
<th>Design Chainage (Ch)</th>
<th>Name of Intersecting Roads</th>
<th>Proposed Structural Configuration</th>
<th>Proposed Structure type</th>
<th>Proposed span Arrangement</th>
<th>Total width of the Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>579+700</td>
<td>579+672</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
</tr>
<tr>
<td>2</td>
<td>586+200</td>
<td>586+200</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
</tr>
<tr>
<td>3</td>
<td>588+400</td>
<td>588+425</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
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</tr>
<tr>
<td>4</td>
<td>592+689</td>
<td>592+545</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
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<tr>
<td>5</td>
<td>593+942</td>
<td>594+010</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
</tr>
<tr>
<td>6</td>
<td>596+200</td>
<td>596+125</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
</tr>
<tr>
<td>7</td>
<td>597+700</td>
<td>597+844</td>
<td>-</td>
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<td>Box Type</td>
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<td>33.0</td>
</tr>
<tr>
<td>8</td>
<td>599+200</td>
<td>599+045</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
</tr>
<tr>
<td>9</td>
<td>603+890</td>
<td>603+738</td>
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<td>Box Type</td>
<td>1 x 6.0</td>
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<tr>
<td>10</td>
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<td>609+820</td>
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<tr>
<td>11</td>
<td>5+150</td>
<td>4+930</td>
<td>-</td>
<td>New 6-lane (Height 3.0 m)</td>
<td>Box Type</td>
<td>1 x 6.0</td>
<td>33.0</td>
</tr>
</tbody>
</table>
Bus Bays and Bus Shelters

The concessionaire shall be provided minimum no 24 of Bus Bays along the project highway and are given in drawing volume. The design of Bus Bays should be aesthetically pleased with surroundings. The locations of these bus bays shall be finalized by the concessionaire in consultation with IC.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Busbay Chainage</th>
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<tr>
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<tr>
<td>2</td>
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<td>11</td>
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Six Laning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
SCHEDULE – D
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.

[Note 1: The Authority/MOSRTH shall prepare a “Manual of Specifications and Standards for National Highways”. Only the basic/fundamental requirements of design and construction shall be laid down in the Manual, and greater emphasis shall be placed on prescribing the output specifications that have a direct bearing on the level and quality of service for Users. The Manual shall be published and applied to all DBFOT road projects of the Authority/MOSRTH. This would remove the element of uncertainty in project design and help in laying down cost-effective specifications and standards across the country.]
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 Authority / MOSRTH on ****.] [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:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Clause referred in Manual</th>
<th>Item</th>
<th>Provision as per Manual</th>
<th>Modified provision</th>
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<td>4.2.2.1 (iii)</td>
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<td>1.50m</td>
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</table>

Six Lanning of Indore - Dewas section of NH-3 from km 577.550 to km 610.00 and km 0.00 to km 12.6 (Approx Length 45.05 km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (toll) project on DBFOT pattern.
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
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 Highways to be taken up through the Model Concession Agreement for PPP projects.
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 level 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 of the same without compromising on the overall safe operation of the Highway. The term "author..."
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.
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<table>
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<th>S. No.</th>
<th>Chapter</th>
<th>Page Nos.</th>
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<td>i) Layout for entry ramp to highway, Figure 2.1A</td>
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<td>ii) Layout for exit ramp from highway, Figure 2.1B</td>
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<td>iii) Layout for exit ramp from highway, Figure 2.1C</td>
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<td>iv) Layout for entry ramp to highway, Figure 2.1D</td>
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<td></td>
<td>v) Layout of service road ending at a junction</td>
<td>53</td>
</tr>
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<td>vi) Layout showing configuration of service road, entry/exit ramps, side road &amp; underpasses, Figure 2.3</td>
<td>54</td>
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<td>vii) Layout of Service Road Continuing at Intersection, Figure 2.4</td>
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<tr>
<td></td>
<td>viii) Layout for a toll plaza, Figure 4.1A</td>
<td>56</td>
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<td>ix) Layout for traffic island with toll booth, Figure 4.1B</td>
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<tr>
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<td>x) Sign panel for toll gate at 1 km, Figure 4.2A</td>
<td>58</td>
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<tr>
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<td>xi) Sign panel for toll gate at 500 m, Figure 4.2B</td>
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</tr>
<tr>
<td></td>
<td>xii) Sign panel for start of toll road, Figure 4.2C</td>
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<td>xiii) Sign panel for end of toll road, Figure 4.2D</td>
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<td>xiv) Sign layout for toll rates, Figure 4.3</td>
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<td>xv) Transverse bar markings for speed control at toll plaza, Figure 4.4</td>
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<td></td>
<td>xvi) Layout for service area, Figure 4.5</td>
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</tbody>
</table>
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 consideration shall, without being limited to, be as follows:
(a) **The constraints**

The physical constraints in the existing highway are in the form of limitation of right of way, unregulated 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.
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,
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'.
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 ramp connections specified in Schedule B.
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 underpasses 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, service pipes, the underpasses/flyovers shall take
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.
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.
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
Plan (EMP) (such as noise barriers) or for providing cost effective solutions. These shall be subject to the review by IE 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.
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.
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 IE 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 IE.

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.
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 2.5 m
      (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
(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 valley 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)
(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.

<table>
<thead>
<tr>
<th>Nature of Terrain</th>
<th>Cross slope of the country (per cent)</th>
<th>Design speed (km/hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Ruling</td>
</tr>
<tr>
<td>Plain</td>
<td>0 - 10</td>
<td>100</td>
</tr>
<tr>
<td>Rolling</td>
<td>&gt; 10 - 25</td>
<td>80</td>
</tr>
<tr>
<td>Mountainous</td>
<td>&gt; 25 - 60</td>
<td>50</td>
</tr>
<tr>
<td>Steep</td>
<td>&gt; 60</td>
<td>40</td>
</tr>
</tbody>
</table>

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.
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 required site distance shall be available across the length of horizontal curves. Where horizontal and support curves overlap, the design shall provide for the required sight distance.
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. Acceleration Lane:
   (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. Deceleration lane:
   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. Service Roads:
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.
   (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 painted 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
Vertical Clearance : 5.0 m

h. Pedestrian / Cattle Underpass:

Width : 4.0 m minimum

Vertical Clearance : 2.5 m minimum; to be increased to 4.5 m, 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: 15 and MOSRTH - Guidelines for Design of High Embankments may be referred to.
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 each year subject to a minimum rate of growth of 5% at
any period of time.
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 (Bl) Not more than 2000 mm/km for each lane in a km length

b. Rutting
   In wheel path measured No Rutting
by 3 m. Straight Edge.

c. Cracking  
No Cracking

d. Deflection  
Not more than 0.5 mm characteristic deflection  
to be determined as per IRC: 81

e. Other distresses  
Nil

(viii) 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.
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/curverts shall have the same overall width as of the approach road.

Overall width of these structures shall be such that the outer face of railing/parapet shall be in line with...
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:22, IRC:24, IRC:40, IRC:78 and IRC:83 (2005) parts depending upon the type of structure.
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 terrains,
(v) Between main carriageway and footpath in bridges.
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 transaction) 240 veh/hour
(ii) Automatic toll lanes
     (Automatic vehicle identification and money transaction – 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 concessionnaire 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/cabling.
and for convenient movement of personnel. It should also be provided with lighting and ventilation system 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 lane 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...
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 Road 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.
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 clientele 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 area shall be elaborately landscaped to...
provide a pleasing environment. A suggestive layout 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 guardrails 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 pedestrian crossing /identified locations.
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 (± 1° C) to high of 60° Celsius (± 2° C)
(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 telecommand. 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 reporting.
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 co-axial 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 software
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.
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.
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 as 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.
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.
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.
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 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.
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 Remediying 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

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

Benkelman Beam Deflection Technique (First Revision)

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: 87 -1984 Guidelines for the design and erection of false work for road bridges.
IRC: 89 -1997 Guidelines for Design & Construction of River Training & Control Works for Road Bridges,(First Revision)
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: 103 -1988 Guidelines for Pedestrian Facilities
IRC: SP: 11 -1988 Handbook of Quality Control for Construction of Roads and Runways (Second Revision)
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 - Ice Prevention
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 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 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 41 -1994 Guidelines on Design of At-Grade Intersections in Rural & Urban Areas
IRC: SP 42 -1994 Guidelines on Road Drainage
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 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
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 Standard Plans for Single, Double and Triple Cell Box Culverts with and without Earth Cushion
Manual for Safety in Road Design
MORT&H Manual for Construction and Supervision of Bituminous Works, 2001

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

Figure 21B

Suggested Layout for exit ramp from highway

SCALE = Not to Scale
Median Varying width
11.0m
Wide Carriageway
15m
Wide Paved Shoulder

Note:
1. Detailed system of road markings as per IRC:35
2. Detailed system of road signs as per IRC:37

DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS
DRAFTING TITLE
Suggestive Layout for Exit Ramp from Highway
Figure: 2.1C
SCALE: Not to Scale
Suggestive Layout for Entry Ramp to Highway

1. Detailed system of Road Maintenance 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: 2.10
SCALE: Not to Scale
Note:
1. Detailed system of Road Markings as per IRC:35
2. Detailed system of Road Signage 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. The long cut-off layout shows meeting of service road with a cross road. The [remainder of the text is not legible.]

2. The other End of Service Road Shall be Plugin with the End treatment as per Figure no. 218.
3. Detailed system of Road Marking as per IRC-35
4. Detailed system of Road Marking as per IRC-67

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

Figure 2.5
SCALE= Not to Scale
MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

Suggestive Layout for a Toll Plaza

Figure 4.1A

SCALE: Not to Scale

Note:
Detailed system of Road Markings as per IRC 35

283 D-64
MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS
DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

Suggestive Layout for Traffic Island with Toll Booth
Figure: 4.1B
SCALE: Not to Scale
TOLL GATE

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

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DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS

Figure: 4.2B
SCALE: Not to Scale
TOLL ROAD ENDS

तोल रोड समाप्त
No of Bar

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 = 25 | 3
L8 = 28 | 3
L9 = 30 | 3
L10 = 32 | 3
L11 = 32 | 3

WHITE TRANSVERSE BAR MARKING

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

Details of Suggestive Transverse Bar Markings for Speed Control at Toll Plaza

Figure 4.4
SCALE: No to Scale

Note: Detailed system of Road Markings as per IRC:35
SCHEDULE – E
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.
PERFORMANCE SECURITY

The Chairman,
National Highways Authority of India
New Delhi

WHEREAS:

(A) M/s Indore Dewas Tollways Limited (the “Concessionaire”) and the Chairman, National Highways Authority of India (the “Authority”) have entered into a Concession Agreement dated ................ (the “Agreement”) whereby the Authority has agreed to the Concessionaire undertaking Six-Laning of the Indore-Dewas section of National Highway No. 3 on design, build, finance, operate and transfer (“DBFOT”) basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 36.58 cr. (Rupees Thirty Six Crores and Fifty Eight 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 Manager in the National Highways Authority of India, that the Concessionaire 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 until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire
shall have expended on Project construction an aggregate sum not less than 40% (forty per cent) of the Total Project Cost which is deemed to be Rs. 130.00 Crores (One Hundred and Thirty Crores) for the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this .......... day of .........., 20...... at ........

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)
NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
SCHEDULE - G
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 along with necessary particulars thereof.

2 Project Milestone-I
2.1 Project Milestone-I shall occur on the date falling on the 255th (two hundred and fifty fifth) 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 510th (five hundred and tenth) 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 770th (seven hundred and seventieth) 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 912th (nine hundred and twelfth) 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-Laning Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.
SCHEDULE – H
SCHEDULE -H

(See Clause 12.3)

DRAWINGS

1 Drawings

In compliance of the obligations set forth in Clause 12.3 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-H.

2 Additional drawings

If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer, as if such drawings formed part of Annex-I of this Schedule-H.
Annex - I
(Schedule-H)

List of Drawings

Note: The Authority shall describe in this Annex-I, all the Drawings that the Concessionaire is required to furnish under Clause 12.3.

1. The Project Highway drawings, as defined in 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 by 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
SCHEDULE – I
SCHEDULE-1

(See Clause 14.1.2)

TESTS

1 Schedule for Tests

1.1 The Concessionaire shall, no 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 no 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 samples 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 Non-destructive Testing Techniques, at two spots in every span, to be chosen at random by the Independent Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.

2.7 Other Tests: The Independent Engineer may require the Concessionaire to carry out or cause to be carried additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

2.8 Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.

2.9 Safety review: Safety audit of the Project Highway shall have been undertaken by the Safety Consultant as set forth in Schedule-L, and on the basis of such audit, the Independent Engineer shall determine conformity of the Project Highway with the provisions of this Agreement.

3 Agency for conducting Tests

All Tests set forth in this Schedule-I shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

4 Completion/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
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 Indore-Dewas section (km 577.550 to km 610.000 and 0.000 to km 12.600) of National Highway No. 3 (the “Project Highway”) on design, build, finance, operate and transfer (DBFOT) basis, through M/s Indore Dewas Tollways 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)
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 Indore - Dewas Section (km 577.550 to km 610.000 and km 0.000 to km 12.600) of National Highway No. 3 (the “Project Highway”) on design, build, finance, operate and transfer (DBFOT) basis through M/s Indore Dewas Tollways 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:

(Signature)
(Name and Designation)
(Address)

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

(Signature)
(Name and Designation)
(Address)

@ Strike out if not applicable.
SCHEDULE – K
SCHEDULE -K

(See Clause 17.2)

MAINTENANCE REQUIREMENTS

1 Maintenance Requirements

1.1 The Concessionaire shall, at all times, operate and maintain the Project Highway in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-K (the "Maintenance Requirements").

1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-K within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 17.8 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2 Repair/rectification of defects and deficiencies

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - K within the time limit set forth therein.

3 Other defects and deficiencies

3.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.

3.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Independent Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the Independent Engineer.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-K, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the
Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Project Highway poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

6 Daily Inspection by the Concessionaire

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project Highway and maintain a record thereof in a register to be kept in such form and manner as the Independent Engineer may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and the Independent Engineer at any time during office hours.

7 Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire, so that the Project Highway conforms to the Maintenance Requirements on the Transfer Date.

8 Display of Schedule - K

The Concessionaire shall display a copy of this Schedule - K at the Toll Plazas along with the Complaint Register stipulated in Article 46.
Annex - I

(Schedule-K)

Repair/Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-K within the time limit set forth herein.¹

<table>
<thead>
<tr>
<th>Nature of defect or deficiency</th>
<th>Time limit for repair/rectification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ROADS</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Carriageway and paved shoulders</td>
<td></td>
</tr>
<tr>
<td>(i) Breach or blockade</td>
<td>Temporary / restoration of traffic within 24 hours; permanent restoration within 15 days</td>
</tr>
<tr>
<td>(ii) Roughness value exceeding 2,500 mm in a stretch of 1 km (as measured by a standardised roughometer/bump integrator)</td>
<td>180 days</td>
</tr>
<tr>
<td>(iii) Pot holes</td>
<td>48 hours</td>
</tr>
<tr>
<td>(iv) Cracking in more than 5% of road surface in a stretch of 1 km</td>
<td>30 days</td>
</tr>
</tbody>
</table>

¹ Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
(v) Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge) - 30 days

(vi) Bleeding/skidding - 7 days

(vii) Ravelling/Stripping of bitumen surface exceeding 10 sq m - 15 days

(viii) Damage to pavement edges exceeding 10 cm - 15 days

(ix) Removal of debris - 6 hours

(b) Hard/earth shoulders, side slopes, drains and culverts

(i) Variation by more than 2% in the prescribed slope of camber/cross fall - 30 days

(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 - 48 hours
urban/semi-urban areas

(c) Road side furniture including road signs and pavement marking

(i) Damage to shape or position; poor visibility or loss of retro-reflectivity - 48 hours

(d) Street lighting and telecom (ATMS)

(i) Any major failure of the system - 24 hours

(ii) Faults and minor failures - 8 hours

(e) Trees and plantation

(i) Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs - 24 hours

(ii) Deterioration in health of trees and bushes - Timely watering and treatment

(iii) Replacement of trees and bushes - 90 days

(iv) Removal of vegetation affecting sight line and road structures - 15 days

(f) Rest areas

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

(g) Toll plaza

(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
SCHEDULE - L
SCHEDULE –L

(See Clause 18.1.1)

SAFETY REQUIREMENTS

1 Guiding principles

1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Project Highway, irrespective of the person(s) at fault.

1.2 Users of the Project Highway include motorised and non-motorised vehicles as well as pedestrians and animals involved in, or associated with accidents. Vulnerable Road Users (VRU) include pedestrians as well as riders of motorised two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.

1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.4 Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.

2 Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

(a) Applicable Laws and Applicable Permits;

(b) Manual for Safety in Road Design, issued by MORTH;

(c) relevant Standards/Guidelines of IRC relating to safety, road geometrics, bridges, culverts, road signs, pavement marking and roadside furniture;

(d) provisions of this Agreement; and

(e) Good Industry Practice.
3 Appointment of Safety Consultant

For carrying out safety audit of the Project Highway under and in accordance with this Schedule-L, the Authority shall appoint from time to time, one or more qualified firms or organisations as its consultants (the “Safety Consultant”). The Safety Consultant shall employ a team comprising, without limitation, one road safety expert and one traffic planner to undertake safety audit of the Project Highway.

4 Safety measures during Development Period

4.1 No later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project Highway in the preceding two years by obtaining copies of the relevant First Information Reports (FIRs) from the police stations having jurisdiction. The information contained in such FIRs shall be summarised in the form prescribed by IRC/MORTH for this purpose and the data shall be analysed for the type of victims killed or injured, impacting vehicles, location of accidents and other relevant factors.

4.2 The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the “Safety Drawings”). Such design details shall include horizontal and vertical alignments; sightlines; layouts of intersections; interchanges; road cross-section; bridges and culverts; side drains; provision for parked vehicles, slow moving vehicles (tractors, bullock carts, bicycles) and pedestrians; bus bays; truck lay-bys; and other incidental or consequential information. The Safety Consultant shall review the design details and forward three copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.

4.3 The accident data and the design details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Project Highway. The safety audit shall be completed in a period of three months and a report thereof (the “Safety Report”) shall be submitted to the Authority, in five copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.

4.4 The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Project Highway, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines.
MORTH and IRC, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Concessionaire shall make a report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.

4.5 Without prejudice to the provisions of Paragraph 4.4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and no 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, no 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 arrangements.
6 Safety measures during Operation Period

6.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

6.2 The Concessionaire shall establish a Highway Safety Management Unit (the "HSMU") to be functional on and after COD, and designate one of its officers to be in-charge of the HSMU. Such officer shall have specialist knowledge and training in road safety and traffic engineering by having attended a course conducted by a reputed organisation on the subject.

6.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project Highway. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarised in the form prescribed by IRC/ MORTH for this purpose. The Concessionaire shall also record the exact location of each accident on a road map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.

6.4 The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 6.1 of this Schedule-L for averting or minimising such accidents in future.

6.5 Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Project Highway. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the road, bridges, culverts, markings, signs, road furniture and Project Facilities, including cattle crossings and pedestrian crossings. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.
7 Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met out of the Safety Fund.
SCHEDULE – M
SCHEDULE –M
(See Clause 19.5)

MONTHLY FEE STATEMENT

Project Highway: Indore-Dewas Highway

<table>
<thead>
<tr>
<th>Type of Vehicle</th>
<th>For corresponding month of previous</th>
<th>For preceding month</th>
<th>For the month reported upon</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No. of Vehicles</td>
<td>Fee collected (in lakh)</td>
<td>No. of Vehicles</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
</tbody>
</table>

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:

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
SCHEDULE – N
## WEEKLY TRAFFIC CENSUS

**Project Highway:** Indore - Dewas  
**Week ending: Highway**

<table>
<thead>
<tr>
<th>Type of Vehicle</th>
<th>No. of vehicles using the Project Highway during</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Corresponding week/last year</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
</tr>
<tr>
<td><strong>A</strong> Fee paying Traffic</td>
<td></td>
</tr>
<tr>
<td>A1 Car</td>
<td></td>
</tr>
<tr>
<td>A2 LCV</td>
<td></td>
</tr>
<tr>
<td>A3 Bus</td>
<td></td>
</tr>
<tr>
<td>A4 Truck</td>
<td></td>
</tr>
<tr>
<td>A5 Multi-axle Truck</td>
<td></td>
</tr>
<tr>
<td>A6 Oversized vehicle</td>
<td></td>
</tr>
<tr>
<td><strong>Total (A)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>B</strong> Local Users</td>
<td></td>
</tr>
<tr>
<td>B1 Car</td>
<td></td>
</tr>
<tr>
<td><strong>Total (B)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> Exempted Vehicles</td>
<td></td>
</tr>
<tr>
<td>C1 Motor Cycle</td>
<td></td>
</tr>
<tr>
<td>C2 Car</td>
<td></td>
</tr>
<tr>
<td>C3 LCV</td>
<td></td>
</tr>
<tr>
<td>C4 Bus</td>
<td></td>
</tr>
<tr>
<td>C5 Truck</td>
<td></td>
</tr>
<tr>
<td>C6 Tractor</td>
<td></td>
</tr>
<tr>
<td><strong>Total (C)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>D</strong> Total Traffic (A+B+C)</td>
<td></td>
</tr>
<tr>
<td>D1 Motor Cycle</td>
<td></td>
</tr>
<tr>
<td>D2 Car</td>
<td></td>
</tr>
<tr>
<td>D3 LCV</td>
<td></td>
</tr>
<tr>
<td>D4 Bus</td>
<td></td>
</tr>
<tr>
<td>D5 Truck</td>
<td></td>
</tr>
<tr>
<td>D6 Multi-axle Truck</td>
<td></td>
</tr>
</tbody>
</table>

*Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 611.000  
Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern*
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D7</strong></td>
<td>Oversized vehicle</td>
</tr>
<tr>
<td><strong>D8</strong></td>
<td>Tractor</td>
</tr>
<tr>
<td><strong>Grand Total (E)</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Remarks, if any:**

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
WEEKLY REPORT FOR WEIGH STATIONS

Project Highway: Indore-Dewas Highway

<table>
<thead>
<tr>
<th>Type of Vehicle</th>
<th>Permitted Gross Vehicle Weight</th>
<th>No. of Vehicles weighed (Sample size)</th>
<th>No. of Vehicles carrying load:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Within permissible limits</td>
<td>Up to 10% in excess</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
<tr>
<td>A · LCV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B · Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C · Multi-axle Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D · Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

Six Laning of Indore - Dewas Section of NH-3 from Km 377.350 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
SCHEDULE - 0
consultation with the Concessionaire, adopt modified or alternative processes of traffic sampling for improving the reliability of such sampling.
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 Plaza 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 Plaza. 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...
SCHEDULE – P
SCHEDULE -P
(See Clause 23.1)

SELECTION OF INDEPENDENT ENGINEER

1 Selection of Independent Engineer

1.1 The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments: Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, mutatis mutandis, for invitation of bids and evaluation thereof save as otherwise provided herein.

1.2 The Authority shall invite expressions of interest from consulting engineering firms or bodies corporate to undertake and perform the duties and functions set forth in Schedule-Q and thereupon shortlist 10 (ten) qualified firms in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Authority shall, after considering all relevant factors, finalise and constitute a panel of 10 (ten) firms (the "Panel of Firms") and convey its decision to the Concessionaire.

1.3 The Authority shall invite the aforesaid firms in the Panel of Firms to submit their respective technical and financial offers, each in a separate sealed cover. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall shortlist 3 (three) eligible firms on the basis of their technical scores. The financial bids in respect of such 3 (three) firms shall be opened and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.

1.4 In the event that the Authority shall follow the selection process specified in the Model RFP for selection of Technical Consultants, as published by the Ministry of Finance/Planning Commission, the selection process specified in this Schedule-P shall be deemed to be substituted by the provisions of the said Model RFP and the Concessionaire shall be entitled to scrutinise the relevant records forming part of such selection process.

2 Fee and expenses

2.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Authority shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed 2% (two per cent) of the Total Project Cost. Payments not exceeding such 2% (two per cent) shall be borne equally by the Authority and the
Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

2.2 The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period shall be borne equally by the Authority and the Concessionaire.

3 Constitution of fresh panel

No later than 3 (three) years from the date of this Agreement, and every 3 (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 further that a government-owned entity which is owned or controlled by the Authority and/or MoRTH shall not be eligible for appointment as Independent Engineer.
SCHEDULE - Q
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 M/s Indore Dewas Tollways Limited (the “Concessionaire”) for Six-Laning of the Indore – Dewas Section (Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600) of National Highway No. 3 in the State of Madhya Pradesh on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 This TOR shall apply to construction, operation and maintenance of the Six-Lane Project Highway.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3 Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall include the following:

(i) review of the Drawings and Documents as set forth in Paragraph 4;

(ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;

(iii) conducting Tests on completion of construction and issuing Completion 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 MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.

5.7 The timing of tests referred to in Paragraph 5.3, and the criteria for acceptance/rejection of their results shall be determined by the Independent Engineer in accordance with the
Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.

5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate 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 impartial report.
reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6 Operation Period

6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

6.4 The Independent Engineer shall inspect the Project Highway once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Highway. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.5 The Independent Engineer may inspect the Project Highway more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.8 The Independent Engineer shall determine if any delays occurred in completion of
6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the 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-0.

7 Termination

7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Highway for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 38.1 and, if required, cause tests to be carried out at the Concessionaire’s cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

7.2 The Independent Engineer shall inspect the Project Highway once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8 Determination of costs and time

8.1 The Independent Engineer shall determine the costs, for the reasonableness, that are required to be determined by it under the Agreement.

Six Lining of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9 Assistance in Dispute resolution

9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11 Miscellaneous

11.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.

11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.
SCHEDULE - R
SCHEDULE - R

(See Clause 27.1.1)

FEE NOTIFICATION

MINISTRY OF 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 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 577.550 to
Km 610.000 and Km 0.000 to Km 12.600 (Indore - Dewas Section) of National Highway
No. 3 in the state of Madhya Pradesh 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 M/s Indore Dewas Tollways Limited, having
its Registered Office at 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda,
Hyderabad - 500082, Andhra Pradesh, India, (hereinafter referred to as "Concessionaire")
for the development of the Indore - Dewas section from Km 577.550 to Km 610.000 and
km 0.000 to km 12.600 (hereinafter referred to as the said section) of the National
Highway No. 3 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 section from Km 577.550 to Km 610.000 and Km
0.000 to Km 12.600 (Indore - Dewas) of National Highway No. 3 in the State of Madhya
Pradesh at the rates specified in the aforesaid Rules and authorises the said Concessionaire
to collect and retain the said fees on and from the date of commencement of 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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location of Toll Plaza (chainage)</th>
<th>Length (in km) for which Fee is payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One Split Toll Plaza on both the arms of the Junction at Km 591 on NH 3, i.e., on Indore bypass just after the flyover of the Junction at NH 3 towards Indore City</td>
<td>45.05 Km (for Indore Bypass) 13 Km (for Indore City)</td>
</tr>
</tbody>
</table>

F.No. RW/NH

(Name)

Deputy Secretary

Government of India
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.

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.

(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.

Explanation 1. - 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.
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:

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

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:-

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
### Base rate of fee (rupees per vehicle per trip)

<table>
<thead>
<tr>
<th>Cost of permanent bridge, bypass or tunnel (rupees in crore)</th>
<th>Car, Jeep, Van or Light Motor Vehicle</th>
<th>Light Commercial Vehicle, Light Goods Vehicle or Mini Bus</th>
<th>Truck or Bus</th>
<th>HCM, EME or MAV</th>
<th>Oversized Vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 to 15</td>
<td>5</td>
<td>7.50</td>
<td>15</td>
<td>22</td>
<td>30</td>
</tr>
<tr>
<td>For every additional rupees five crore or part thereof, exceeding rupees fifteen crore and up to rupees one hundred crore.</td>
<td>1</td>
<td>1.50</td>
<td>3</td>
<td>4.50</td>
<td>6</td>
</tr>
<tr>
<td>For every additional rupees five crore or part thereof, exceeding rupees one hundred crore and up to rupees two hundred crore.</td>
<td>0.75</td>
<td>1.15</td>
<td>2.25</td>
<td>3.40</td>
<td>4.50</td>
</tr>
<tr>
<td>For every additional rupees five crore or part thereof, exceeding rupees two hundred crore.</td>
<td>0.50</td>
<td>0.75</td>
<td>1.50</td>
<td>2.25</td>
<td>3</td>
</tr>
</tbody>
</table>

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:-
Applicable rate of fee = base rate + base rate \times \left\{ \frac{\text{WPI A - 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);

(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.

(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 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 contractor.

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.
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:

<table>
<thead>
<tr>
<th>Amount payable</th>
<th>Maximum number of one way journeys allowed</th>
<th>Period of validity</th>
</tr>
</thead>
<tbody>
<tr>
<td>One and half times of the fee for one way journey</td>
<td>Two</td>
<td>Twenty four hours from the time of payment</td>
</tr>
<tr>
<td>Two-third of amount of the fee payable for fifty single journeys.</td>
<td>Fifty</td>
<td>One month from date of payment</td>
</tr>
</tbody>
</table>

(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 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.

(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 in charge 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;
(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 seize 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 percent 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 in charge 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 concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a reasonable period.
SCHEDULE – S
SCHEDULE - S

(See Clause 31.1.2)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ....... day of ......... 20....

AMONGST

1 M/s INDORE DEWAS TOLLWAYS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500082, Andhra Pradesh, India (hereinafter referred to as the “Concessionaire” which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 .................... name and particulars of Lenders’ Representative and having its registered office at ............... acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “Lenders’ Representative” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 ..................... name and particulars of the Escrow Bank and having its registered office at ............ (hereinafter referred to as the “Escrow Bank” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4 The National Highways Authority of India, established under the National Highways Authority Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated ................ with the Concessionaire (the “Concession Agreement”) for Six-Laning of the Indore – Dewas section (km 577.550 to km 610.000 and km 0.000 to km 12.600) of National Highway No. 3 in the State of Madhya Pradesh on design-build, finance, operate and transfer...
(DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree 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 Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

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

“Payment Date” means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

“Sub-Accounts” means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders’ Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders’ Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders’ Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

Six Lining of Indore - Dewas Section of NH-3 from Km 577.550 to Km 620.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
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 shareholders, in any manner or form;

(c) all Fee levied and collected by the Concessionaire;

(d) any other revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project Highway; and

(e) all proceeds received pursuant to any insurance claims.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) 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, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders
The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

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

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

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

(d) O&M Expenses incurred by the Authority, provided it certifies to the Escrow Bank that it had incurred such expenses in accordance with the provisions of the Concession Agreement and that the amounts claimed are due to it from the Concessionaire;

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

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

(g) Premium due and payable to the Authority;

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

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

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

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

Provided, however, that no withdrawals or appropriation shall be permitted prior to Financial Close, save and except for payment of taxes, Concession Fee and O&M expenses.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders’ Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders’ Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

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

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

(c) outstanding Concession Fee;

(d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including Premium, repayment of Revenue Shortfall Loan and any claims in connection with or arising out of Termination;

(e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 39 of the Concession Agreement;

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

(g) outstanding Subordinated Debt;

(h) incurred or accrued O&M Expenses;
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

Six Lining of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the “Indemnified Party”), it shall notify the other Party responsible for indemnifying such claim hereunder (the “Indemnifying Party”) within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”) or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

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

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

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

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty

Sis Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and
Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh
under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

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or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

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

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

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

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

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

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

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

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.
11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

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

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

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

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to
which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the .......... day of 20........ hereunto affixed in the presence of .........., Director, who has signed these presents in token thereof and .........., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders’ Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

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

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
NATIONAL HIGHWAYS AUTHORITY OF INDIA by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.                          2.

To be affixed in accordance with the articles of association of the Concessionaire.

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

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SCHEDULE – T
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
SCHEDULE – U

(See Clause 38.4)

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 M/s INDORE DEWAS TOLLWAYS LIMITED (the “Concessionaire”) for Six -Laning of the Indore – Dewas section (km 577.550 to km 610.000 and km 0.000 to km 12.600) of National Highway No. 3 (the “Project Highway”) on design, build, finance, operate and transfer (“DBFOT”) basis.

2 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 38.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project Highway shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this ………………. day of ……………, 20………… at Delhi.

AGREED, ACCEPTED AND SIGNED
For and on behalf of
CONCESSIONAIRE by:

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
NATIONAL HIGHWAYS

AUTHORITY OF INDIA by:

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

In the presence of:

1.

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 43.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

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SCHEDULE – V
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. M/s INDORE DEWAS TOLLWAYS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500082, Andhra Pradesh, India, (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 Indore – Dewas section (km 577.550 to km 610.000 and km 0.000 to km 12.600) of National Highway No. 3 in the State of Madhya Pradesh on design, build, finance, operate and transfer basis (DBFOT), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 607.000 and
Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh
under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
“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 agrees to assign 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. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.
3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project Highway including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project Highway in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company’s assumption of the liabilities and obligations of the Concessionaire under this Concession Agreement.
5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 37 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity
7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution
8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

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

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

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

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

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

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

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

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

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

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

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

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice, communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address.
which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.
IN WITNESS WHEREOF THE PARTIES HAVE Executed and Delivered this Agreement AS OF the Date First Above Written.

The common seal of Concessionaire has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ........ day of 20...... hereunto affixed in the presence of ........ Director, who has signed these presents in token thereof and ........ Company Secretary / Authorised Officer who has countersigned the same in token thereof $.

Signed, Sealed and Delivered

For and on behalf of

National Highways Authority of India by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

Signed, Sealed and Delivered

For and on behalf of

Senior Lenders by the Lenders’ Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)
(e-mail address)

In the presence of:

1.

$ To be affixed in accordance with the articles of association of the Concessionaire.

Six Laneing of Indore - Dewas Section of NH-3 from Km 577.850 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
SCHEDULE – W
STATE SUPPORT AGREEMENT

THIS STATE SUPPORT AGREEMENT is entered into on this the 13th day of April, 2010 BETWEEN

1. THE GOVERNOR OF THE STATE MADHYA PRADESH acting through the Chief Secretary, Government of MADHYA PRADESH (hereinafter referred to as the "State Government" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes) of the One Part; and

2. THE PRESIDENT OF INDIA, represented by the Joint Secretary, Department of Road Transport and Highways, and having its principal offices at Transport Bhavan, New Delhi-110001 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the Other Part;

WHEREAS:

(A) The Government of India proposes to implement an extensive programme for development of national highways through Public Private Partnerships on the terms specified in a Model Concession Agreement either by itself or through the National Highways Authority of India.
The Government or the Authority, as the case may be, proposes to enter into Concession Agreements with the Concessionaire (the "Concession Agreements") for upgrading and augmenting different sections of National Highways on build, operate and transfer (BOT) basis on the terms specified in the Model Concession Agreement (the "Projects").

The State Government recognises that implementation and operation of the aforesaid Projects in accordance with the Concession Agreements is necessary and required for the growth and development of the State.

The State Government acknowledges that implementation of the Projects requires continued support and grant of certain rights and authorities by the State Government to the Concessionaires as hereinafter set forth and is an essential precondition for mobilisation of resources therefor by the Concessionaires.

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 State Support Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Authority" means the Central Government or the National Highways Authority of India, as the case may be, which has executed the respective Concession Agreement;

"Concession Agreement" means the concession agreements referred to in the Recitals;

"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 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;

"Government Agency" means the State Government or any department, commission, board, authority, instrumentality, agency or municipal and other local authority or statutory body including Panchayat under the control of the State Government;

"Local Taxes" mean any taxes, duty, cess, fee or octroi levied or collected by any Government Agency on the whole or any part of the traffic or goods while in transit on the Project Highway;
"Model Concession Agreement" means the Model Concession Agreement published by the Government of India, Planning Commission on November 29, 2005 for Public Private Partnerships in national highways and includes any modification, replication or substitution thereof;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually and includes the Concessionaire who is a party to a Concession Agreement;

"State Default" shall have the meaning ascribed thereto in Clause 4.1;

"State Government" means the State Government referred to in the Recitals; and

"State Support" means the obligations assumed and the facilities agreed to be provided by the State Government to the Concessionaire hereunder or pursuant hereto.

1.2 Interpretation

1.2.1 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 Model Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Model Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Model Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 STATE SUPPORT

2.1 Support by the State Government

With effect from the date hereof, the State Government agrees to provide State Support and undertakes to observe, comply with and perform the following:

(a) enable continued access to the Site and Right of Way to the Concessionaire in accordance with the provisions of the respective Concession Agreements without let or hindrance from any Government Agency or persons claiming through or under it;

(b) subject to the Concessionaire complying with Applicable Laws, assist the Concessionaire in obtaining the Applicable Permits to the extent any Government Agency is entitled to issue;

(c) assist the Concessionaire in procuring such of the Applicable Permits as GOI compliant, in accordance with and subject to the Concessionaire complying
with Applicable Laws;

(d) enable and facilitate, subject to and in accordance with the Applicable Laws, provision of all Applicable Permits required from any municipal and other local authorities in the State for implementation and operation of the Project;

(e) 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;

(f) upon written request from the Concessionaire, ensure and procure the shifting of utilities in accordance with Applicable Laws and the Concession Agreement.

(g) ensure and procure that no barriers are erected or placed on the Project Highways by any Government Agency or persons claiming through or under it except for reasons of emergency, national security or law and order;

(h) ensure and procure that municipal and other local authorities including Panchayats do not put any barriers or other obstructions on the Project Highways and/or levy or impose any Local Taxes;

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

(j) provide the Concessionaire with Police assistance in accordance with Applicable Laws and rules thereunder for regulation of traffic, removal of trespassers and security on the Project Highway;

(k) establish and operate traffic aid posts and mobile Police squads in accordance with the applicable policies and practices followed by the State Government;

(l) establish and operate medical aid posts and ambulance services in accordance with the applicable policies and practices followed by the State Government;

(m) make best efforts not to 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 respective Concession Agreement;

(n) support, cooperate with and facilitate the Authority and the Concessionaires in the implementation and operation of the Projects in accordance with the provisions of the Concession Agreement; and

(o) observe and comply with all its obligations set forth in this Agreement.

2.2 Restriction on Competing Roads

The State Government agrees and undertakes that it shall not construct or cause to be constructed any Competing Road in violation of the respective Concession
Agreements. For the avoidance of doubt, it is expressly agreed that the State Government may, at the beginning of each Accounting Year, by notice convey to the Authority the particulars of any Competing Road that it proposes to construct in respect of any section of a National Highway for which bids may be invited by the Authority for award of a concession, and upon receipt of such notice, the Authority shall make appropriate provision to enable the State Government to construct such road without payment of any Damages or compensation to the Concessionaire.

2.3 Restriction on construction of Additional Tollway

The State Government agrees and undertakes that it shall not construct or cause to be constructed any Additional Tollway save and except as provided in the respective Concession Agreements. For the avoidance of doubt, it is expressly agreed that the State Government may, at the beginning of each Accounting Year, by notice convey to the Authority the particulars of any Additional Tollway that it proposes to construct in respect of any section of a National Highway for which bids may be invited by the Authority for award of a concession, and upon receipt of such notice, the Authority shall make appropriate provision to enable the State Government to construct such Additional Tollway without payment of any Damages or compensation to the Concessionaire.

2.4 Restriction on Local Taxes

The State Government agrees and undertakes that it shall not levy or impose any Local Tax, toll, or charge on the use of whole or any part of the Project Highways.

2.5 Substitution of Concessionaire

The State Government acknowledges the rights of the lenders of the respective Project Highways and of the Authority to undertake substitution of the Concessionaire by the nominated company in accordance with the Concession Agreement and it shall be deemed for the purposes of this Agreement that the nominated company shall 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 by the nominated company.

2.6 Right to seek specific performance

The State Government acknowledges and agrees that the Concessionaire shall have the right to seek specific performance of this Agreement.

3 OBLIGATIONS OF THE AUTHORITY

3.1 Obligations of the Authority

The Authority agrees and undertakes to procure that the Concessionaire shall perform, observe and comply, in all material respects, with the following.
(a) all Applicable Laws and Applicable Permits; and
(b) the provisions of the respective Concession Agreement, the Project Agreements, and this Agreement.

4 STATE DEFAULT

4.1 State Default

4.1.1 In the event that any Government Agency commits any material breach of this Agreement and fails to cure such breach within a Cure Period of 60 (sixty) days, such breach and failure shall constitute an event of default (a "State Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Concessionaire.

4.1.2 Upon occurrence of a State Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

5 COMPENSATION AND TERMINATION PAYMENTS

5.1 Compensation and Termination Payments by the State Government

5.1.1 Without prejudice to the generality of Clause 4.1, in the event that any act or omission of any Government Agency causes a breach of this Agreement or a State Default, as the case may be, such breach or State Default shall be deemed to be a breach of the respective Concession Agreement and shall entitle the Concessionaire to compensation, Damages or Termination Payments, as the case may be, as if such breach or State Default had occurred under the provisions of the Concession Agreement.

5.1.2 The compensation, Damages or Termination Payments, as the case may be, in respect of any breach of this Agreement or a State Default shall be payable by the State Government to the respective Concessionaire, and the State Government hereby agrees and covenants that it shall make such payments on its own behalf and on behalf of the Authority pursuant to the obligations set forth in the respective Concession Agreement and this Agreement.

5.1.3 Payments due from the State Government under this Agreement shall be made within 60 (sixty) days of receiving a demand from the Concessionaire alongwith the necessary particulars thereof, duly certified by the Statutory Auditors. In the event of delay beyond such period, the State Government shall pay to the Concessionaire interest for the period of delay calculated at the rate of 3% (three per cent) above the Bank Rate.

5.1.4 The State Government acknowledges and agrees that in the event of its failure to make any payments due and payable to the Concessionaire under this Agreement, the Concessionaire shall be entitled to claim and receive such payments from the Authority on behalf of the State Government. The State Government acknowledges
that disbursement of such payments by the Authority to the Concessionaire shall constitute a valid discharge of the obligations of the State Government hereunder to the extent of such payments.

5.1.5 The State Government acknowledges and agrees that any payments made by the Authority, on behalf of the State Government, to the Concessionaire may be recovered by the Authority from the State Government either directly or through recourse to central devolutions payable by Government of India to the State Government.

5.2 Compensation by the Concessionaire

5.2.1 In the event of a Concessionaire being in material default of this Agreement, it shall pay to the State Government as compensation, all direct additional costs suffered or incurred by the State Government as a consequence of such material default, within 30 (thirty) days of receiving the demand supported by necessary particulars thereof duly certified by the State Government. In the event of delay beyond such period, the Concessionaire shall pay to the State Government interest for the period of delay calculated at the rate of 3% (three per cent) above the Bank Rate.

5.2.2 In the event of the Concessionaire’s failure to make any payments due and payable to the State Government in accordance with this Agreement, the State Government shall be entitled to claim and receive such payments from the Authority, on behalf of the Concessionaire.

5.2.3 The State Government acknowledges and agrees that if any compensation or Damages have been paid by a Concessionaire to the Authority with respect to any act or omission constituting a default of the respective Concession Agreement or this Agreement, the State Government shall not demand any compensation from the Concessionaire for the same act or omission. For the avoidance of doubt, if the Damages paid by the Concessionaire to the Authority hereunder relate to any direct additional costs suffered or incurred by the State Government, the Authority shall transfer to the State Government the amount received hereunder in respect of such costs suffered or incurred by the State Government.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

6.1.1 This Agreement shall come into force from the date hereof and shall continue to be in full force and effect irrevocably until termination of all the Concession Agreements for projects within the State.

6.1.2 All rights and obligations of either Party under this Agreement, including compensation, Damages and Termination Payments, shall survive termination to the extent such survival is necessary for giving effect to such rights and obligations.
7 INDEMNITY

7.1 General indemnity

7.1.1 The Authority will indemnify, defend and hold the State Government 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 Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits.

7.1.2 The State Government will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the State Government to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Concession Agreements or this Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the State Government, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that either Party 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 (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or controversy of whatever nature howsoever arising in connection with this Agreement 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 8.2.

8.1.2 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.
8.2 Conciliation

8.2.1 The Parties shall first seek an amicable settlement of the Disputes by conciliation in accordance with this Clause 8.2. Such conciliation shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules thereunder (the "Conciliation Rules") and shall be conducted by three conciliators (or such lesser number as the Parties may agree) to be appointed according to the Conciliation Rules.

8.2.2 Any meetings with the conciliators pursuant to Clause 8.2.1 shall be held at Delhi and the language of conciliation proceedings shall be English.

8.2.3 Each of the Parties hereby gives for the purpose of the conciliation, undertakings and assurances as contained in the Conciliation Rules including an undertaking to promptly deposit its share of advance for payment of the costs as estimated by the conciliators.

8.3 Arbitration

8.3.1 Any Dispute that remains unresolved in accordance with the procedure specified in Clause 8.2, within 60 (sixty) days or within such period as may be extended by the Parties with mutual consent, shall be resolved by arbitration in accordance with this Clause 8.3. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Arbitration Rules") and shall be conducted by three arbitrators to be appointed according to the Arbitration Rules. The arbitration proceedings shall be held in Delhi, and the language of arbitration proceedings shall be English.

8.3.2 The arbitrators shall issue a reasoned decision or award (the "Award") which shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the State Government undertake to carry out any Award without delay. The Parties agree that such Awards may be enforced against the Concessionaire and/or the State Government, as the case may be, and their respective assets wherever situated.

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

9 MISCELLANEOUS PROVISIONS

9.1 Application of this Agreement

This Agreement shall apply to all Concession Agreements which are signed by the Authority at any time after May 1, 2009 and upon furnishing a true copy thereof by the Authority to the State Government within three months of the date of signing of the respective agreements.
9.2 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.

9.3 Waiver of sovereign immunity

The State Government 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 State Government 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).

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effective and binding only if in writing and signed by the duly authorised representatives of the State Government and the Authority.

9.5 Waiver

9.5.1 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.
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 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.

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 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 assignors

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

9.10 Notices

Any notice or other communication to be given by a Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing
and shall be given by facsimile and by letter delivered by hand and be addressed
to person set out opposite the corresponding signature below and a copy delivered
to such other person as the Authority on the State Government, as the case may be,
may from time to time designate by notice to the other Party.

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 four counterparts, each of which when executed
and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS
AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
THE PRESIDENT OF INDIA by:

(Signature) [Signature]
(Name) P. K. TRIPATHI
(Designation) JOINT SECRETARY
(Address) [Address]

SIGNED, SEALED AND DELIVERED
For and on behalf of
THE GOVERNOR OF MADHYA PRADESH by:

(Signature) [Signature]
(Name) NARENDRA KUMAR
(Designation) C. E. (N. H.)
(Address) P.W.D. BHOPAL
(Telephone No. 0755 255 1576
(Fax. No. 0755 255 45 595)

Chief Engineer
M.P. P.W.D. N.H.
Bhopal
Agreed, Accepted
And Countersigned
For and on behalf of
National Highways Authority of India, by:

(Signature) [Signature]
(Name) SUBHASH PATEL
(Designation) National Highways Authority of India
(Address) Ministry of Road Transport & Highways

WITNESSES

1. SIGNATURE
   NAME S. NARENDRA
   ADDRESS

2. SIGNATURE
   NAME AMIL KUMAR GOND
   ADDRESS E.E.P.W.B N.H. Dr.
   Hoskongad (M.P.)
फय्यदेश शासन
लोक निर्माण विभाग
मंत्रालय
वल्लभ भवन, भोपाल-462004

//आदेश//

भोपाल, दिनांक: 06/04/2010

क्रमांक 1432/5485/2009/स्था/19 सचिव, भारत सरकार, पोर्ट परिक्रमण, सड़क परिवहन और राजमार्ग मंत्रालय (सड़क परिवहन और राजमार्ग विभाग) के अधीन शासकीय पत्र आर.डब्ल्यू.एस.एन.24035/6/2005—पी.आई.सी. (पीटी.11) दिनांक 30 जनवरी 2009 के तरह नॉट एक्सीडेंट ने निर्देशन हेतु जारी पूर्व आदेश क्रमांक 6049/5485/2009/स्था/19 दिनांक 18.8.09 में संशोधन कराते हुए नॉट एक्सीडेंट ने निर्देशन हेतु राज्य शासन की ओर से श्री नरेंद्र कुमार मुख्य अभियंता लोक निर्माण विभाग राज्यीय राजमार्ग, भोपाल को अधिकृत किया जाता है।

फय्यदेश के राज्यपाल के नाम से तथा
आदेशानुसार

(वी.डी. सोनी) नंबर—10
अध्यक्ष
फय्यदेश शासन लोक निर्माण विभाग
भोपाल, दिनांक: 06/04/2010

प्रतीलिपि— निर्माण की ओर सुचनार्थ एवं आवश्यक कार्यकर्ता हेतु अप्रौंचता

1. सचिव, भारत सरकार, पोर्ट परिक्रमण, सड़क परिवहन और राजमार्ग मंत्रालय (सड़क परिवहन और राजमार्ग विभाग) नई दिल्ली।
2. नॉट एक्सीडेंट, मोटर शासन, लोक निर्माण विभाग, मंत्रालय, भोपाल।
3. नीचे सचिव, मोटर शासन, लोक निर्माण विभाग।
4. प्रमुख अभियंता, लोक निर्माण विभाग, भोपाल।
5. श्री जैस. जैन, उप सचिव, मोटर शासन लोक निर्माण विभाग मंत्रालय भोपाल।
6. श्री नरेंद्र कुमार मुख्य अभियंता, राज्य सरकार, लोक निर्माण विभाग भोपाल।

(वी.डी. सोनी)
अध्यक्ष
फय्यदेश शासन लोक निर्माण

398
ANNEXURE
ANNEXURE - I
To

As per the list (Bidders who have been pre-qualified in NHAI for Indore-Dewas Section)

Sub: Six-laning of Indore-Dewas section of NH-3 from km 577.55 to km 610.00 and km 0.00 to km 12.60 (length – km 45.05) in the State of Madhya Pradesh to be executed as BOT (Toll) on DBFO Pattern under NHDP Phase-V – Invitation for Proposal from Prequalification of Bidders – regarding.

Sir,

The Competent Authority has given the approval of Invitation of Bids from following 17 qualified bidders for the above mentioned project:-

Sr. No. | Particulars
---|---
1. | SREI-PNC- Atlantia Consortium
2. | GVK-Leighton-Mitsui Consortium
3. | Reliance Infrastructure – Relience Innoventures Pvt. Ltd
4. | HCC-John Laing
5. | BSCPL-CR18 G Consortium
6. | Larsen & Toubro Ltd.
7. | IDFC Projects Ltd. – Plus Expressway
8. | Isolux-SOMA Consortium
9. | NCC-BBIHS Consortium
10. | Madhucon – SKEC Consortium
11. | DLF – Gayati Consortium
12. | Gammon Infrastructure Projects Ltd.
13. | KMC Construction Ltd.
15. | Shapoorji Pallonji & Co. Ltd.
16. | Ashoka Buildcon Ltd.
17. | C&C Constructions Ltd.

2. The last date of submission of bid is extended up to 08.02.2010. The bidding documents for the project will be provided to every eligible bidder on payment of Rs. 80,000 (Rs Eighty Thousand) for the project and the same may be collected from the address given below:-

S.S. Gaharwar, General Manager (Tech),
National Highways Authority of India,
Plot No.G-5 & 6, Sector-10, Dwarka, New Delhi-110045
Tel: 91-11-25074100, Extn: 1339/2237
Fax: 91-11-25074100, Extn: 2619
E-mail: ssgaharwar@nhai.org

Yours faithfully,
(S.S. Gaharwar)
General Manager (Tech)
ANNEXURE - II
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways)
Government of India

NAME OF WORK: SIX LANING OF INDORE - DEWAS SECTION OF NH-3 FROM KM 577.550 TO KM 610.000 AND KM 0.000 TO KM 12.600 (APPROX. LENGTH 45.05 KM) IN THE STATE OF MADHYA PRADESH UNDER NHDP PHASE-V TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN

INTERNATIONAL COMPETITIVE BIDDING (ICB)

BID DOCUMENT

VOLUME - I

INSTRUCTIONS TO BIDDERS

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

DECEMBER, 2009

New Delhi

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
Request For Proposal

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

LETTER OF INVITATION

Dated 27/11/00

To,

DLF-SAPATW CONSORTIUM

Sub: RFP for Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the aforesaid project (the "RFQ"), you were short listed as a Bidder, and asked vide our letter dated 27/11/00, to remit the fee for RFP document (the "RFP") within a week. We acknowledge your remittance of Rs. 80,000/- (Rs. Eighty Thousand Only) in the form of Demand Draft from any scheduled bank in favour of 'National Highways Authority of India' payable at New Delhi as the cost of procuring the RFP documents, which are enclosed.

You are requested to participate in the Bid Stage and submit your financial proposal (the "Bid") for the aforesaid project in accordance with the RFP.

Please note that the National Highways Authority of India reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(S.S Gaharwar)
General Manager (T)(M.P)
National Highways Authority of India
G-5&6, Sector 10, Dwarka
New Delhi 110 075

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
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Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (ToT) project on DBOTF Pattern
Appendices

1. Letter comprising the Bid
2. Bank Guarantee for Bid Security
3. Power of Attorney for signing of Bid
4. Power of Attorney for Lead Member of Consortium
5. Guidelines of the Department of Disinvestment

Pre-Bid Conference
Miscellaneous
Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this

Six Lane of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
GLOSSARY

Authority
As defined in Clause 1.1.1

Associate
As defined in Clause 2.1.14

Bank Guarantee
As defined in Clause 2.2.0.1

Bid(s)
As defined in Clause 1.2.2

Bidders
As defined in Clause 1.2.2

Bidding Documents
As defined in Clause 1.1.7

Bid Due Date
As defined in Clause 1.1.7

Bidding Process
As defined in Clause 1.2.1

Bid Security
As defined in Clause 1.2.4

Bid Stage
As defined in Clause 1.2.1

Concession
As defined in Clause 1.1.5

Concession Agreement
As defined in Clause 1.1.2

Concessionaire
As defined in Clause 1.1.2

Conflict of Interest
As defined in Clause 2.1.14

Damages
As defined in Clause 2.1.14

DBFOT
As defined in Clause 1.1.1

Demand Draft
As defined in Clause 2.20.2

Estimated Project Cost
As defined in Clause 1.1.4

Feasibility Report
As defined in Clause 1.2.3

Government
Government of Madhya Pradesh

Grant
As defined in Clause 1.2.7

High Bidder
As defined in Clause 1.2.7

LOA
As defined in Clause 3.3.5

Member
Member of a Consortium

PPP
Public Private Partnership

Premium
As defined in Clause 1.2.7

Project
As defined in Clause 1.1.1

Re. or Rs. or INR
Indian Rupee

RFP or Request for Proposals
As defined in the Disclaimer

RFQ
As defined in Clause 2.1.2

Selected Bidder
As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.
Invitation for Proposal
1. INTRODUCTION

1.1 Background

1.1.1 The National Highways Authority of India (the "Authority") is engaged in the development of highways and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of the "Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern" Project (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

<table>
<thead>
<tr>
<th>Name of the Highway</th>
<th>Length (in Km)</th>
<th>Estimated Project Cost (in Rs. Cr.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern</td>
<td>45.05 (approx.)</td>
<td>325.00</td>
</tr>
</tbody>
</table>

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include rehabilitation, upgradation and widening of the existing carriageway to Six-lane standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. and the operation and maintenance thereof.

1.1.4 The estimated cost of the Project (the "Estimated Project Cost") has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the "Concession").
1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The first stage (the “Qualification Stage”) of the process involved pre-qualification of interested parties/ Consortium in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Authority short-listed Applicants who are eligible for participation in this second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposals.

GOI has issued guidelines (see Appendix-V of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-L.

1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the “Bidders”, which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (the “Bids”) in accordance with the terms specified in this Bidding Process. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “Bid Due Date”).

The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the Authority/ consultants of the Authority (the “Feasibility Report”) is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 6.50 crores (Rupees Six Crores and Fifty Lakhs) (the “Bid Security”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security...
under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.6 Bids are invited for the Project on the basis of the lowest financial grant (the "Grant") required by a Bidder for implementing the Project. A Bidder may, instead of seeking a Grant, offer to pay a premium in the form of revenue share and/ or upfront payment, as the case may be, (the "Premium") to the Authority for award of the Concession. The concession period is pre-determined, as indicated in the Concession Agreement. The Grant/ Premium amount shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Premium, and in the event that no Bidder offers a Premium, then to the Bidder seeking the lowest Grant.

In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest Premium, and where no Bidder is offering a Premium, the Bidder seeking the lowest Grant.

1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 The Concessionaire shall be entitled to levy and charge a pre-determined user fee from users of the Project.

1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.5 below. The envelopes/communication shall clearly bear the following identification/title:

"Queries/Request for Additional Information: RFP for Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.

1.3 Schedule of Bidding Process"
The Authority shall endeavour to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Last date for receiving queries</td>
<td>04.01.2010 (Till 1100 hrs)</td>
</tr>
<tr>
<td>2. Pre-Bid meeting</td>
<td>04.01.2010</td>
</tr>
<tr>
<td>3. Bid Due Date</td>
<td>25.01.2010 (Till 1100 hrs)</td>
</tr>
<tr>
<td>4. Opening of Bids</td>
<td>25.01.2010 (1200 hrs)</td>
</tr>
<tr>
<td>5. Validity of Bids</td>
<td>120 days of Bid Due Date</td>
</tr>
</tbody>
</table>

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project. A bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the “RFQ”) shall have the meaning assigned thereto in the RFQ.

2.1.3 The Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Bid should be furnished in the format at Appendix-I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The Bid shall consist of a Grant or a Premium, as the case may be, to be quoted by the Bidder. Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.1.7 The Bidder shall deposit a Bid Security of Rs. 6.50 Crores (Rupees Six Crores and Fifty Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.

2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be
mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.

2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.

2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive bid.

2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.13 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.14 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may become available to the Authority hereunder otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital) of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in

Six Laneing of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 43.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be deemed to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document.

**Explanation:**

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). 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 by operation of law.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFQ for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.18 (a) The Bidder, in case it does not have the O&M experience specified in Clause 2.2.3 of the RFQ, by submitting its Bid, shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an operation & maintenance (O&M) agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable to termination.

2.2 Change in composition of the Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

(a) the Lead Member continues to be the Lead Member of the Consortium;

(b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

(c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an...
Applicant Member/Associate of any other Consortium bidding for this Project.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3 The modified/reconstituted Consortium shall submit a revised JT. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or 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, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. 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 Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 43.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.
2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

(f) acknowledged that it does not have a Conflict of Interest; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

(i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire in such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinafore, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices
I. Letter comprising the Bid
II. Bank Guarantee for Bid Security
III. Power of Attorney for signing of Bid
IV. Power of Attorney for Lead Member of Consortium
V. Guidelines of the Department of Disinvestment

2.7.2 The draft Concession Agreement and the Feasibility Report provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

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”.

2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:

(a) Bid Security in the format at Appendix-II;

(b) Power of Attorney for signing of Bid in the format at Appendix-III;

(c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV; and

(d) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.

2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

Six Laning of Indore - Dewas Section of NH-3 from Km 377.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
"Bid for the Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5 Each of the envelopes shall be addressed to:

ATTN. OF: Mr S. S. Gaharwar

DESIGNATION General Manager (T)MP

ADDRESS National Highways Authority of India.
G-5&6, Sector 10, Dwarka,
New Delhi-110 075
Phone No.: +91-11-25074100 (Extn.: 1339)

FAX NO: +91-11-25074100 (Extn : 2619)

E-MAIL ADDRESS: ssgaharwar@nhai.org

2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 1100 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

The Bid shall be furnished in the format at Appendix-I and shall consist of a Grant or Premium, as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Grant or Premium, as the case may be, required by him or offered by him, as the case may be, to undertake the Project in accordance with this RFP and
the provisions of the Concession Agreement.

2.14.2 Generally, the Project will be awarded to the Highest Bidder.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the
Bidders shall not be disclosed to any person who is not formally concerned with the process or is not a retained professional advisor, advising the Authority, in relation to, or matters arising out of, or concerning the Bidding process and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce an order, right or privilege in the statutory entity, and/or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidders

2.19.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidders in relation to acceptance/rejection of any Bid.

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bank Guarantee in the form of a bank guarantee issued by a scheduled Bank in India, having a net worth of at least `1,000 crore (`1,000,000,000) having a validity period of not less than 180 (one hundred eighty) days from the Bid Date, inclusive of a claim period of not less than 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidders in India. The Bank Guarantee is issued by a foreign bank outside India, confirmation of which shall be made by any nationalised bank in India.

2.20.2 Bid Security can also be in the form of a demand draft issued by a scheduled Bank in India, drawn in favour of the National Highways Authority of India and payable at New Delhi (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of bid security occurring due to operation of para 2.20.7 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the Bid security.

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

(d) In the case of Selected Bidder, if it fails within the specified time limit -

(i) to sign and return the duplicate copy of LOA;

(ii) to sign the Concession Agreement; or

(iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or

(e) In case the Selected Bidder, having signed the Concession Agreement, commits
any breach thereof prior to furnishing the Performance Security.
3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

(a) it is received as per the format at Appendix-1;

(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;

(c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;

(d) it is accompanied by the Bid Security as specified in Clause 2.1.7;

(e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;

(f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority shall be declared as the selected Bidder (the
In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that two or more Bidders quote the same amount of Premium or Grant, as the case may be, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the 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 Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

The acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.
4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinafter and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4., the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the
Bidding Process,

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
5. PRE-BID CONFERENCE

5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder, and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) the Bidding Documents;

(b) the RFQ.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.
Six Laneing of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
APPENDIX-1

LETTER COMPRISING THE BID

(Refer Clauses 2.1.5 and 2.14)

Dated:

Mr. S. S. Gaharwar
General Manager (T) - MP
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075

Sub: Bid for Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project.

Dear Sir,

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

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

$ All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project

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7. I/we declare that:

(a) I/we have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I/we do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and

(c) I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/we hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertaking given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/we understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

9. I/we believe that we/our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

10. I/we declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.

I/we certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/we further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/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. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department or Disinvestment in their OM No. 6/42001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

15. I/We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 3% (five per cent) of the Total Project Cost specified in 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. I/We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFO, I/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. I/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. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.

19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/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 relating to the Bidding Process including the award of Concession.

22. I/We offer a Bid Security of Rs. 6.50 crores (Rupees Six Crores and Fifty Lakhs only) to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Demand Draft/Bank Guarantee (strike out whichever is not applicable) is attached.

24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.

25. 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 our Bid is not opened or rejected.

26. The Premium/Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of cost and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

28. I/We hereby submit our Bid and offer a Premium in the form of Rs. ............(in words) out 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.

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

Yours faithfully
Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
APPENDIX-II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. .......................... Dated: ................................

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector 10, Dwarka, New Delhi - 110 075, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ........................................ (a company registered under 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, successors and assigns), for the Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project on DBFOT basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ................. issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (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. 6.50 crores (Rupees Six Crores and Fifty Lakh only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder 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 setforth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 6.50 crores (Rupees Six Crores and Fifty Lakh only).

Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern
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.

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 which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have
obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. 6.50 crores (Rupees Six Crores and Fifty Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by ......................... Bank

By the hand of Mr./Ms. ......................... its ........................ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX-III

Power of Attorney for signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We, ........................................ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ........................................ and presently residing at ........................................, who is presently employed with us, the Lead Member of our Consortium and holding the position of ........................................ as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project proposed or being developed by the National Highways Authority of India (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ........................................, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ........................................ DAY

OF ........................................, 20....

For........................................

(Signature, name, designation and address)

Witnesses:

1.

2.
Accepted

(Signature, name, designation and address of the Attorney)

Notarised

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executors) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution: power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
APPENDIX-IV

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the National Highways Authority of India (the "Authority") has invited bids from pre-qualified and short-listed parties for the Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project (the "Project").

Whereas, .......................................................... and .......................................................... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, .......................................................... having our registered office at .........................................................., M/s. .......................................................... having our registered office at .......................................................... and M/s. .......................................................... having our registered office at .......................................................... (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. .......................................................... having its registered office at .......................................................... being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or arising out of the Consortium’s bid for the Project and/ or upon award thereof and the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .................. DAY OF ............................. 20........

For ..................................... (Signature, Name & Title)

For ..................................... (Signature, Name & Title)

For ..................................... (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/powers of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
APPENDIX-V

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi
Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment.

Government has examined the issue of framing comprehensive and transport guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc, used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the office would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by agency of the Government/conviction by a Court of Law for an office committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
(c) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, as similar undertaking shall be obtained along with EOI.

Sd/-

(A.K. Tewari)

Under Secretary to the Government of India
ANNEXURE – III
Sub.: Six laning of Indore-Dewas section of NH-3 from Km 577.550 to Km 610.000 & Km 0.000 to Km 12.600 (length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFO Pattern

The Competent Authority has approved the last date of bid submission on 22.02.2010 at 1100 hrs.
ANNEXURE – IV
Name of the Project: Six Laning of Indore - Dewas section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the state of Madhya Pradesh under NHDP Phase-V to be executed as BOT (TOLL) Project on DBFOT Pattern

**Corrigendum**

<table>
<thead>
<tr>
<th>Sno</th>
<th>Particulars</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Corrigendum for RFP Volume I (Instructions to Bidders)</td>
<td>2</td>
</tr>
<tr>
<td>2.</td>
<td>Corrigendum for RFP Volume II (Draft Concession Agreement)</td>
<td>3</td>
</tr>
<tr>
<td>3.</td>
<td>Corrigendum for RFP Volume III (Schedules)</td>
<td>5</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS
(Volume I – Instructions to Bidders)

Corrigendum 1

Appendix I, Para 19 shall be read as given below:

I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the 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.

Instead of:

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
REQUEST FOR PROPOSALS
(Volume II – Draft Concession Agreement)

Corrigendum 2

Clause 9.1 may be read as:

The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 days (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. 36.58 Crores (Rupees Thirty Six Crores and Fifty Eight 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.

Instead of:

The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 days (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. 33.18 Crores (Rupees Thirty Three Crores and Eighteen 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.

Corrigendum 3

Clause 29.1.1 may be read as:

The Authority and the Concessionaire acknowledge that the traffic as on April 1, 2020 (the “Target Date”) is estimated to be 66792 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........

Instead of:

The Authority and the Concessionaire acknowledge that the traffic as on April 1, 2020 (the “Target Date”) is estimated to be 660382 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...
REQUEST FOR PROPOSALS
(Volume III – Schedules)

Corrigendum – 4

Page B-15, Appendix II shall be read as

Entry / Exit Ramps

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Chainage</th>
<th>LHS</th>
<th>RHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>579.400</td>
<td>Exit</td>
<td>Entry</td>
</tr>
<tr>
<td>2</td>
<td>580.514</td>
<td>Exit</td>
<td>Entry</td>
</tr>
<tr>
<td>3</td>
<td>583.640</td>
<td>Entry</td>
<td>Exit</td>
</tr>
<tr>
<td>4</td>
<td>587.150</td>
<td>Exit</td>
<td>Entry</td>
</tr>
<tr>
<td>5</td>
<td>599.800</td>
<td>Entry</td>
<td>Exit</td>
</tr>
<tr>
<td>6</td>
<td>601.812</td>
<td>Exit</td>
<td>Entry</td>
</tr>
<tr>
<td>7</td>
<td>603.110</td>
<td>Entry</td>
<td>Exit</td>
</tr>
<tr>
<td>8</td>
<td>3.417</td>
<td>Exit (Bullet Type)</td>
<td>Entry (Bullet Type)</td>
</tr>
<tr>
<td>9</td>
<td>4.711</td>
<td>Exit</td>
<td>Entry</td>
</tr>
</tbody>
</table>

Corrigendum – 5

Sl. No. 18 & 55 of Appendix VII, Schedule B shall be read as

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Culvert No</th>
<th>Existing Chainage</th>
<th>Design Chainage</th>
<th>Type of Structure</th>
<th>Recommendation</th>
<th>Span Arrangement</th>
<th>Proposed total width (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>587/1</td>
<td>586+898</td>
<td>586+891</td>
<td>RCC Slab</td>
<td>Widening</td>
<td>1 x 2.0</td>
<td>32.0</td>
</tr>
<tr>
<td>55</td>
<td>604/2</td>
<td>603+477</td>
<td>603+470</td>
<td>Pipe</td>
<td>Widening</td>
<td>1 x 1.0</td>
<td>55.0</td>
</tr>
</tbody>
</table>

Corrigendum – 6

Schedule C, Annex-I, Para 2.1 from line 10 and 11, i.e.,

"New toll plaza is proposed at 583.950. (For 45.05 Km)

and

Alternative proposal for location of Toll Plaza"

Stands deleted.
Corrigendum 7

Schedule 'F' (B) shall be read as given below:

The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 36.58 Crores (Rupees Thirty Six Crores and Fifty Eight 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).

Instead of

The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 33.18 cr. (Rupees Thirty Three Crores and Eighteen Lakhs) (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).

Addendum – 1

Schedule B, Appendix XV

The length of the crack and damaged panels may vary at site from the values mentioned in Schedule B, Appendix XV. The concessionaire shall carryout remedial measures as per requirement for whole stretch of existing concrete pavement and shall maintain as per Schedule B, Appendix XV to traffic worthy conditions throughout concession period.
ANNEXURE – V
### Volume No. I: Instruction to Bidders

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Due Date</td>
<td></td>
<td></td>
<td>The bid due date is indicated as 08.02.2010. Time is not sufficient for conducting the necessary field studies and prepare a competitive bid. We request you kindly extend the bid due date by at least one month.</td>
<td>Bid Due date is 22.02.2010</td>
</tr>
</tbody>
</table>

### Volume No. II: Draft Concession Agreement (Commercial Terms and Conditions)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4.1.2</td>
<td></td>
<td>Procured for the Concessionaire the Right of Way to the Site</td>
<td>Please provide the % of ROW available with the Authority. What is the current status of land acquisition?</td>
<td>90% of ROW is available with the Authority. LA for additional land required for Entry/Exit ramps, Jn development and other facilities is in process.</td>
</tr>
<tr>
<td>2</td>
<td>4.1.2</td>
<td></td>
<td>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 any earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent. (a) procured for the Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.1</td>
<td>The Concessionaire therefore is losing considerable time of its development period wherein it is required to fulfil its obligations under 12.1 (a). The bidder requests the Authority to fix a time frame within which the memorandum pursuant to Clause 10.3.1 is to be prepared including the appendix thereto.</td>
<td>As Per RFP</td>
</tr>
<tr>
<td>3</td>
<td>5.1.4 (e)</td>
<td></td>
<td>Make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement.</td>
<td>The measure of &quot;reasonable efforts&quot; may please be defined.</td>
<td>Assessment of additional land required, coordination with concerned authorities to facilitate for...</td>
</tr>
<tr>
<td>No.</td>
<td>Section</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>---------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>5.1.4(e), Vol-II, DCA</td>
<td>The Concessionaire shall, at its own cost &amp; expense .......make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>6.1.2, 10.4 Vol-II, DCA</td>
<td>Obligations of the Authority: 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: For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties &amp; appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts &amp; undertakes to bear any &amp; all risks arising out of the inadequacy or physical condition of the Site.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6.2</td>
<td>Maintenance obligations prior to Appointed Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>6.3</td>
<td>Competing Road: The Authority shall......at any time before 10th anniversary of the Appointed Date, construct or cause to .........any Competing Road; provided....if the average traffic on the Project Highway in any year exceeds 90% of its designed capacity.......</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please clarify by adding that all cost with respect to land acquisition shall be borne by Authority. This could imply that the facilitations sought are at Concessionaire's expenses.

Assessment of additional land required, coordination with concerned authorities to facilitate for expediting the same.

As per RFP

The amount of expenses incurred by the Concessionaire for the repair and maintenance of the Project Highway during the development period will be reimbursed to the Concessionaire within how many days, please confirm.

As per RFP

"NHAI intends to take up construction or ring road around Indore town. Alignment of which has tentatively been finalized. Initially, existing bypass..."
Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>the Competing Road seems to be an Alternative Route of the Project Highway. This may strongly facilitate the leakage of traffic from the Project Highway. Hence we request to omit such clause or not to give any permission to any government instrumentality and the authority itself should not take up such construction of Competing Road during the Concession of the Project Highway. Please confirm.</th>
<th>which is proposed for six laning will form part of eastern side of the proposed ring road and western part will be developed in near future. NHAI may take up development of eastern ring beyond bypass, once the capacity of existing bypass after six laning is exhausted. Construction of ring road around Indore town will not be treated as the competing facility. Bidders must satisfy themselves about this aspect at bidding stage and no representation shall be entertained by NHAI at a later date on account of proposed ring road.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>9.1</td>
<td>36</td>
<td>Performance Security:...provide to the authority unconditional guarantee from a bank for a sum equivalent to Rs.33.18 cr......</td>
<td>Performance Security payable by the concessionaire is 10.21% of the Total Project Cost, which is higher than the Performance Security payable (5% of the NHAI TPC) by the Concessionaire for other NHAI projects. Therefore we request you to reduce the Performance Security to 5% of NHAI Total Project Cost only. Please confirm.</td>
</tr>
<tr>
<td>9</td>
<td>Article 9.1.1, Performance Security in DCA</td>
<td>The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later</td>
<td>The provision given for Performance security is given as 10% of Total Project cost, normally</td>
<td></td>
</tr>
</tbody>
</table>

As per RFP |

No Change As per RFP |

It is based on the higher of the
### Table: Performance Security

<table>
<thead>
<tr>
<th>Clause</th>
<th>Article/Section</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>9.3, 37</td>
<td>The performance Security shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 40% (forty per cent) of the Total Project Cost; percentage for the other BOT works under NHAI is 5% this shall be revised to 5% of Total Project cost.</td>
</tr>
<tr>
<td>11</td>
<td>9.3, Performance Security in DCA</td>
<td>The Performance Security shall remain in force &amp; effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 40% (forty per cent) of the Total Project Cost, provided, however, that the Performance Security shall not be released if the Concessionaire is 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.</td>
</tr>
<tr>
<td>12</td>
<td>10.3.2</td>
<td>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 180 (one hundred &amp; eighty) days from the date of this Agreement, an irrevocable &amp; unconditional guarantee from a Bank for equivalent to Rs. 33.18 crore (Rupees Thirty three Crores &amp; Eighteen Lakhs Only) in the set forth in Schedule -- F (the “Performance Security”). Following: 1) First 12 months anticipated toll revenue or 2) 5% of the Total Project Cost.</td>
</tr>
</tbody>
</table>

As per RFP

The provision of release of Performance Security after the Concessionaire expending on Project construction as aggregate sum that is not less than 20% (Twenty percent) of the total project cost. Please confirm...

No Change

As per RFP

The bidder presumes that not more than 20% of the land shall be part of the Appendix. The bidder shall be compensated appropriately in terms...
<table>
<thead>
<tr>
<th>Clause</th>
<th>10.3.2 of DCA</th>
<th>20% (twenty percent) of time and cost if the above is not complied by the Authority.</th>
<th>About 80% of the total area of the Site is being assured to be handed over on or prior to the Appointed Date. Please indicate us the the current status of land acquisition.</th>
<th>90% of ROW is available with the Authority, LA for additional land for Entry / Exit ramps, Jn development and other facilities is in process.</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>10.3.4</td>
<td>40 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.</td>
<td>The compensation committed by the Authority for delay in handing over the residual land (included in the Appendix) is insufficient and shall not compensate the costs incurred by the Concessionaire for mobilizing and maintaining the equipments and manpower required to carry out the construction works. Kindly consider an increase in the payments of Liquidated Damages.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>As per RFP</strong></td>
<td><strong>As per RFP</strong></td>
<td></td>
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<tr>
<td>15</td>
<td>10.4</td>
<td>41 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.</td>
<td>We propose that, easements, privileges, liberties and appurtenances to the Licensed Premises should also be considered as encumbrances.</td>
<td><strong>As per RFP</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Please confirm.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>10.6</td>
<td>41 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.</td>
<td>We request NHAI to reimburse all additional costs, in actual, incurred by the Concessionaire.</td>
<td><strong>As per RFP</strong></td>
</tr>
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</table>
Six Lining of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and
Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh
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</thead>
<tbody>
<tr>
<td>17</td>
<td>11.1</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>All costs, including all legal proceeding costs, should be borne by NHAI for acquisition of any ROW for necessary diversions required to maintain all existing roads, right of way or utilities. Please confirm.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot;NHAI intends to take up construction or ring road around Indore town. Alignment of which has tentatively been finalized. Initially, existing bypass, which is proposed for six laning will form part of eastern side of the proposed ring road and western part will be developed in near future. NHAI may take up development of eastern ring beyond bypass, once the capacity of existing bypass after six laning is exhausted. Construction of ring road around Indore town will not be treated as the competing facility. Bidders must satisfy themselves about this aspect at bidding stage and no representation shall be entertained by NHAI at a later date on account of proposed ring road.&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot;NHAI intends to take up construction or ring road around Indore town. Alignment of which has tentatively been finalized. Initially, existing bypass, which is proposed for six laning will form part of eastern side of the proposed ring road and western part will be developed in near future. NHAI may take up development of eastern ring beyond bypass, once the capacity of existing bypass after six laning is exhausted. Construction of ring road around Indore town will not be treated as the competing facility. Bidders must satisfy themselves about this aspect at bidding stage and no representation shall be entertained by NHAI at a later date on account of proposed ring road.&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>...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. Please confirm.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>11.1, Vol-II, DCA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>However as per Cl.11.2 Concessionaires obligation with respect to utilities is limited to Physical removal / shifting of the same for which &quot;NHAI intends to take up construction or ring road around Indore town. Alignment of which has tentatively been finalized. Initially,&quot;</td>
<td></td>
</tr>
</tbody>
</table>

Please confirm.
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>11.2, Vol-II, DCA</td>
<td>The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs.</td>
</tr>
<tr>
<td>20</td>
<td>11.2</td>
<td>43</td>
</tr>
<tr>
<td>21</td>
<td>11.2</td>
<td>43</td>
</tr>
</tbody>
</table>

Payment of Utility Shifting shall be given by Authority to Concessionaire for avoiding the unnecessary delay in the execution of the Project.

Please confirm that all Utility Shifting expenses borne by the concessionaire shall be reimbursed to him in actual as incurred by the concessionaire in executing the task of utility shifting.

Please confirm.

NHAI and the Concessionaire are signatories to this.

As per RFP
Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOFT Pattern

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>11.3.2</td>
<td>43</td>
<td>The connecting portion thereof falling within site shall be constructed by the Concessionaire at the Authority’s cost. The construction costs incurred by the Concessionaire shall be reimbursed in actuals only. Please clarify.</td>
</tr>
<tr>
<td>23</td>
<td>15.1.2</td>
<td>54</td>
<td>The concessionaire shall achieve COD within 180 days from the date of this agreement and in event of default...payment of damages to the authority in a sum calculated at rate of 0.1% of the performance security. We presume in case of delay in achieving Financial close and COD, the concessionaire has to pay liquidates damages separately for the above mentioned delays respectively.</td>
</tr>
<tr>
<td>24.1.1</td>
<td>76</td>
<td>The concessionaire shall achieve Financial close within 180 days from the date of this agreement and in event of default...payment of damages to the authority in a sum calculated at rate of 0.1% of the performance security. We request you not to levy the payment of damages on the</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>16.3.2</td>
<td>56</td>
<td>...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 percent) of the Total Project Cost in excess of the ceiling shall be reimbursed by the Authority......</td>
</tr>
<tr>
<td>25</td>
<td>17.1.1 (d)</td>
<td>59</td>
<td>Carrying out periodic preventive maintenance of the Project Highway</td>
</tr>
<tr>
<td>26</td>
<td>17.1.2</td>
<td></td>
<td>The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials, waste materials......</td>
</tr>
<tr>
<td>27</td>
<td>23.1</td>
<td></td>
<td>Appointment of Independent Engineer...... The appointment shall be made no later than 90 days from the date of this Agreement and shall be for period of 3 years......</td>
</tr>
<tr>
<td>28</td>
<td>24.1.1</td>
<td>76</td>
<td>........subject to the payment of damages to the Authority in a sum calculated at the rate od 0.1% of the Performance Security for each day of delay.....</td>
</tr>
<tr>
<td>Page</td>
<td>Clause</td>
<td>Description</td>
<td>Action</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>29</td>
<td>26.5.2</td>
<td>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 proceeding month by 1% (one per cent) thereof, the difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product thereof shall be paid as Damages by the Concessionaire to the Authority, and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply.</td>
<td>As per RFP</td>
</tr>
<tr>
<td>30</td>
<td>27</td>
<td>Facilities for physically challenged and elderly persons</td>
<td>As per RFP</td>
</tr>
<tr>
<td>31</td>
<td>27.5.2</td>
<td>The Concessionaire shall, upon request from any person for issue of 50 (fifty) or more one-way toll tickets......</td>
<td>As per Schedule R</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum number of one way journeys allowed: Fifty</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The OCA states that a monthly pass holder shall be entitled for 50 or more trips. However, Schedule-R (Fee Notification) states that the maximum number of trips allotted under the monthly pass is 50 (fifty). The OCA does not cap the maximum permissible trips to 50 as stated in the Fee Notification. The same should be accordingly amended. Kindly clarify.</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>27.6</td>
<td>Reappropriation of excess Fee: If Average daily traffic...have reached a level of equivalent to 120% of the designed capacity</td>
<td>As Per RFP</td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td></td>
<td></td>
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<tr>
<td>--------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>29.2</td>
<td>Modification in the Concession Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.1</td>
<td>Reappropriation of Excess Fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In view of the above clauses, the Authority and the concessionaire acknowledge that the traffic as of April 1st, 2020 (the 'Target Date') is estimated to be 60,592 PCUs per day (the 'Target Traffic').

Also, the clauses enforce the concessionaire to share the Revenue due to higher traffic. We interpret from clause 29.1 and 29.2 that the concessionaire has to face a reduction in the Concession Period if the actual traffic exceeds the Target Traffic on the Target Date.

Please clarify that for the purpose of calculating Traffic Cap after capacity augmentation when actual traffic reaches 120% of the Target Traffic, the Capacity of 120,000 PCUs or newly earmarked design capacity (of which 3,000 PCUs are newly designed) shall be taken into consideration.

We also note that clauses 29.2.3 specify that the concessionaire shall collect and appropriate the realizable fee for traffic exceeding the Traffic Cap and the modified Traffic Cap.

The concessionaire shall face a reduction in the Concession Period in case the actual traffic exceeds the Target Traffic on the Target Date.
<table>
<thead>
<tr>
<th>Clause</th>
<th>Section</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>Clause 29.1.1 of DCA</td>
<td>The Authority and the concessionaire acknowledge that the traffic as on April 1, 2020 (the Target Date) is estimated to be 60582 PCUs per day (the Target Traffic); 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 Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken in accordance with cl.22.3, on the date that falls one year prior to the Target Date, on the Target date &amp; on the first anniversary of the target date (the Actual Average Traffic). The perceived Business Risks of the concessionaire is multifold as concessionaire has to share excess revenue and also face reduction in concession period. Therefore we request you to kindly omit the above clauses. Please confirm.</td>
</tr>
<tr>
<td>35</td>
<td>29.1.1b, DCA</td>
<td>The Authority &amp; the concessionaire acknowledge that the traffic as on April 1, 2020 (the Target Date) is estimated to be 60582 PCUs per day (the Target Traffic); &amp; 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 Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken in accordance with cl.22.3, on the date that falls one year prior to the Target Date, on the Target date &amp; on the first anniversary of the target date (the Actual Average Traffic). The Authority and the concessionaire acknowledge that the traffic as on April 1, 2020 (the &quot;Target Date&quot;) is estimated to be 60582 PCUs per day (the &quot;Target Traffic&quot;). Kindly provide us the calculation of the Target Traffic. Kindly explain the calculation of Target Traffic with breakup of each category of vehicle in computation of PCUs. Kindly clarify the methodology for calculation of Actual Average Traffic. Is it average traffic calculated for the year 2019-20, 2020-21, 2021-22 at the toll plaza location? Pl. explain in detail. Project is based on DBFOT Pattern.</td>
</tr>
<tr>
<td>36</td>
<td>29.1, Article 28</td>
<td>As per RFP Document, Target Traffic given seems to be on a lower side. Kindly provide the details of calculating the target traffic. Please. Provide Feasibility report. As per RFP</td>
</tr>
<tr>
<td>37</td>
<td>Clause</td>
<td>The clause indicates Both Toll Plaza are</td>
</tr>
</tbody>
</table>
Six Lancing of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern.

<table>
<thead>
<tr>
<th>Clause 29.1.1 of DCA</th>
<th>29.2.1</th>
<th>86</th>
<th>Variation of actual traffic from Target Traffic results in reduction of concession period. Therefore we request you to increase the target traffic reasonable to avoid such reduction of concession period. Please clarify.</th>
<th>As per RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please confirm that with the extension of the Concession Period due to actual Traffic being lesser than Target Traffic, the Concessionaire shall not be held liable to share any Additional Concession Fee for the extended period of time.</td>
<td>As per RFP</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>....then for every 1% (one percent) 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.....</td>
<td></td>
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</table>

The clause indicates that the design Total of the proposed plaza on

| 40 | 29.2.3 of | 86 | 38 |

considered as One Split Toll Plaza and accordingly total traffic at the both the toll plazas are considered for computation of actual traffic.
Six Laning of Indore - Dewas Section of NH-3 from Km 577.350 to Km 610.000 and Km 0.000 to Km 12.60 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

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### Table

| DCA | 29.2.3 Vol-II, DCA | Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project highway, the Authority at its option may cause preparation of a detailed project report (DPR). The said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian roads congress publication or any substitute thereof & extension of concession period, if any, that may be required to yield the concessionaire a post – tax return on equity (Equity IRP) of 16% per annum. Such assessment being made at an assumed debt: equity ratio of 70:30. Such extension of Concession Period shall be however limited to 5 (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The authority may thereafter, at their sole option, issue a notice to the concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months from the date of such notice, augmentation so determined by the authority. For this purpose, all realizable fees that shall accrue from three months from the date of capacity of the project highway is 120000 PCUs. Please confirm if this shall be the total of the proposed piazzas on both arms of the Junction at Km 591. |

### Notes

- **i)** If the 16% post tax return on equity is only on additional equity investment for undertaking capacity augmentation, then for computing such IRR only revenue arising out of traffic over and above the threshold designed capacity (i.e. 120000 PCUs) should be considered.

- **ii)** Please confirm, if the capacity augmentation costs will be as mentioned in the DPR or actual costs incurred by the concessionaire and approved by the Independent Engineer for undertaking such capacity augmentation.

- **iii)** The traffic volumes vary from segment to segment in the project stretch. Please clarify, if the capacity augmentation in the various segments can be undertaken as and when it is due or the entire stretch will be augmented?

---

The Clause of RFP is self explanatory.
issuance of the aforesaid notice by the Authority, requiring the Concessionaire to procure capacity augmentation under this clause, shall be included in the assessment of the revenue generated against the capacity augmentation & the equity IRR calculation as aforesaid shall be based so based on such revenues. On refusal or non-acceptance by the Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the authority, an indirect political event shall be deemed to have occurred & the authority may in its discretion terminate this agreement by issuing a termination notice & making a termination payment under & in accordance with provisions of clause 34.9.2; without the authority being liable to issue any further notice under this provision. For the avoidance of doubt, the Parties agree that an average daily traffic of 120000 PCUs shall be deemed to be the designed capacity of the Six-Lane Project Highway.

iv) The modified clause does not mention to what extent the capacity should be augmented. Whether it is to be augmented to Eight Lane capacity or more?

v) Please clarify how the maximum extension period of 5 years was arrived at

| 42 | 37.2.1, Vol-II, DCA | Termination for Authority Default – 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;

(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 |

If the Authority commits a Material Default in complying with the provisions of the concession agreement, it is an event of Authority default. The term material default is not defined in the Concession Agreement; Kindly define the term Material Default.

"MATERIAL DEFAULT" means, with respect to either party, a breach of any material term, condition, covenant or obligation of this Agreement and that is so material and continuing that it has the effect of abrogating such party's performance and the other party's enjoyment of the
<table>
<thead>
<tr>
<th>Period</th>
<th>Description</th>
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<tbody>
<tr>
<td>43</td>
<td>For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to the Project Completion Date. This provision may be acceptable where the Concessionaire has not completed even 10% of the construction of project. However, where a considerable portion of the construction has been completed &amp; equity as well as finance from the lenders has been procured this provision needs to be revised. It would be advisable to negotiate that certain percentages of completion of the project by the Concessionaire be treated as a threshold beyond which the value of asset created reduced by the cost incurred in taking over or retendering the project should be payable to the concessionaire. In addition all the downstream payments that may need to be done by the concessionaire in the respect of the Project agreement should be compensated by the benefits under this Agreement taken as a whole. As per RFP</td>
</tr>
<tr>
<td>44</td>
<td>State Support Agreement The Concessionaire acknowledges that it has received from the Authority a certified true copy of the agreement executed between MOSRTH &amp; the State Government for providing the support &amp; services specified therein (the “State Support Agreement”). Kindly provide the copy of State Support Agreement, if already executed prior to Submission of Bids. State Support Agreement is in process and may be issued after execution of agreement.</td>
</tr>
<tr>
<td>45</td>
<td>Definition of Cars</td>
</tr>
<tr>
<td>46</td>
<td>Definition of LCVs</td>
</tr>
<tr>
<td>47</td>
<td>48.1 153</td>
</tr>
</tbody>
</table>

It has been experienced in previous projects that the actual amount expended by the Concessionaire on constructing the Project Highway is significantly higher than the NHAI's TPC estimates. This exposes the Concessionaire to high risks in case of termination which may not be due to the Concessionaire event of default. This is creating significant problem in achieving...
Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

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<tr>
<th>No.</th>
<th>Type</th>
<th>Section</th>
<th>Description</th>
<th>Action Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>General</td>
<td>141</td>
<td>The Concessionaire has to provide Bid Security of Rs. 6.50 Crores</td>
<td>As Per RFP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Bid Security payable by the Concessionaire is 2% of the NHAI Total Project Cost, which is higher than the Bid Security payable (1% of the NHAI TPC) by the Concessionaire for other NHAI projects. Therefore we request you to reduce the Bid Security to 1% of NHAI Total Project Cost only. Please confirm</td>
<td></td>
</tr>
</tbody>
</table>

Volume No. III Technical Schedules

<table>
<thead>
<tr>
<th>No.</th>
<th>Appendix</th>
<th>Description</th>
<th>Action Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appendix II</td>
<td>A strip plan (in soft copy) showing the broad features of the site is attached and is named Appendix VI</td>
<td>May be downloaded from NHAI website.</td>
</tr>
<tr>
<td>2</td>
<td>Sch A, Appendix VI(d), Sch-B Appendix-VI</td>
<td>T junction at start chainage 577.550 (start of project road)</td>
<td>To be developed as Major Junction</td>
</tr>
<tr>
<td>3</td>
<td>Sch A, Appendix V(a), Sch-B Appendix IX</td>
<td>Existing Major Bridge at chainage 581+527. Width of existing bridge is given as 24 m, &amp; while it is mentioned as 11 m in schedule B Pls. provide the correct existing width.</td>
<td>The existing Bridge is with 4 lane configuration with overall width of 24 m. In proposed configuration of 6 lane, existing bridge will serve to accommodate 3 lane Carriageway and a new 4 lane bridge has been</td>
</tr>
</tbody>
</table>

The Financial Closure.

We request NHAI to set the cap on Termination payment at the actual amount expended by the Concessionaire on construction of Project Highway (as on COD) Please confirm.
<table>
<thead>
<tr>
<th>No.</th>
<th>Section</th>
<th>Details</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Schedule-B</td>
<td>Soft copy of existing schedule-B is not clear.</td>
<td>Kindly provide the new soft copy. May be downloaded from NHAI website.</td>
</tr>
<tr>
<td>5</td>
<td>Schedule-B</td>
<td>C/S TCS 8 &amp; TCS 9 show existing flexible paved shoulder &amp; rigid main carriageway.</td>
<td>Please clarify the scope of paved shoulder in widening i.e. whether or flexible to be provided. Paved shoulder to be kept with flexible pavement.</td>
</tr>
<tr>
<td>6</td>
<td>Appendix-IV, Schedule-B, Vol III</td>
<td>Details of Proposed Flyovers</td>
<td>Table given in B-17 is not in readable form, kindly provide corrected table. May be downloaded from NHAI website.</td>
</tr>
<tr>
<td>7</td>
<td>Appendix-VI, Schedule-B, Vol III</td>
<td>Details of Proposed PUP</td>
<td>Table given in B-19 is not in readable form, kindly provide corrected table. May be downloaded from NHAI website.</td>
</tr>
<tr>
<td>8</td>
<td>Appendix-VII, Schedule-B Vol-III</td>
<td>Widening Scheme for Culverts</td>
<td>Please provide the widening Schedule of Pipe Culverts Along Proposed widening widths. Provided in Appendix VII of Schedule B.</td>
</tr>
<tr>
<td>9</td>
<td>Schedule-B, Vol-III</td>
<td>Drawing of Exit &amp; Entry ramp.</td>
<td>Kindly provide us Typical Drawing of Entry &amp; Exit Ramp. Six Laning manual provided with RFP may be referred.</td>
</tr>
<tr>
<td>10</td>
<td>Schedule-B, Vol-III</td>
<td>Drawing of Bus Bay &amp; Truck Lay Bay.</td>
<td>Kindly Provide us Typical Drawing of Bus Bay &amp; Truck Lay Bay. Six Laning manual provided with RFP may be referred.</td>
</tr>
<tr>
<td>11</td>
<td>Schedule-B, Vol-III</td>
<td></td>
<td>Some tables given in Schedule-b are not readable &amp; which are not having any reference with the scope of work, so please provide us corrected schedule-B. May be downloaded from NHAI website.</td>
</tr>
<tr>
<td>12</td>
<td>TCS-1, TCS-2, TCS-3, TCS-4, TCS-5, TCS-6, TCS-7 Schedule-B</td>
<td>B-4 to B-10</td>
<td>The crust thickness is given in TCS is as below BC-50mm, DBM-160mm, WMM-300mm, GSB-300mm, Subgrade selected fill – 500mm, Selected fill – 150mm &amp; Loosening &amp; compacting – 150mm As this project is DBFOT, we may design the crust as per Six Lanning Manual, but you have given thicknesses, so there is contradiction between Typical Project is based on DBFOT pattern.</td>
</tr>
</tbody>
</table>
Six Lining of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

<table>
<thead>
<tr>
<th>Vol III</th>
<th>Cross section &amp; DBFOT, so please clarify whether this project is DBFOT?</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>TCS-1 to 11</td>
</tr>
<tr>
<td></td>
<td>Schedule-B</td>
</tr>
<tr>
<td></td>
<td>Schedule-B</td>
</tr>
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<td>Schedule-B</td>
</tr>
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<td></td>
<td>Schedule-B</td>
</tr>
<tr>
<td></td>
<td>Appendix XV</td>
</tr>
<tr>
<td>17</td>
<td>2.1 Toll Plaza in Schedule-C &amp; Schedule-R</td>
</tr>
</tbody>
</table>
Six Lanes of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

<table>
<thead>
<tr>
<th>S. No</th>
<th>Location of Toll Plaza</th>
<th>Length (IN KM) For Which Fee is Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ONE Split Toll Plaza on both the arms of the Junction at Km 591.00 on NH-3 i.e. on Indore bypass just after the flyover of the Junction at NH-3 towards Indore City</td>
<td>45.05 Km (for Indore Bypass) 13.00 Km (for Indore City)</td>
</tr>
</tbody>
</table>

Plazas:

2.1 Toll Plaza in Schedule - C-2 & C-3

Schedule C:-

2.1 New toll plaza is proposed at 583.950 (For 45.05 km.) Alternative proposal for location of Toll Plaza. Toll Plaza at bypass near junction at km 591 & at old NH-3 near junction at km 591 (Toll plaza at bypass will be for the length of 45.05 km & toll plaza at old NH-3 will be for 13.45 km.)

As per the news published in Dainik Bhaskar Indore news paper on 23/01/2010, the construction work for the western ring road is proposed to be completed by 2013, after the completion of construction work of Western Indore Ring Road, there will be leakage of traffic and the vehicles will be travelling by avoiding the Toll Plaza on proposed Indore Bypass at KM 591 on Eastern side which will be affecting the viability of the project to great extent.

You are requested to delete the second

Competing routes may develop. Bidder as to assess the risk before bidding.
<table>
<thead>
<tr>
<th>No.</th>
<th>C-2, C-2.2 &amp; 3.6</th>
<th>2.1, 2.3, Schedule-R</th>
<th>New Toll Plaza is proposed at ch. 583.95 instead of existing Toll Plaza Location. Alternate Proposal for providing Toll Plaza 1. New toll plaza is proposed at 583.950.(For 45.05 km) Or 2. Toll Plaza at bypass near junction at km 591 and at old NH3 near junction at km 591(Toll plaza at bypass will be for the length of 45.05 km &amp; toll plaza at old NH3 will be for 13.45 km)</th>
<th>We presume that existing toll plaza at 582.16 chainage to be demolished. But, as per schedule-R, Proposal for plaza (TP) location is considered only at 2nd Point. We presume that Proposed TP location is fixed &amp; location 1 is not considered for toll plaza.</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td></td>
<td></td>
<td>alternative proposed for the location of Toll plaza &amp; provide only on location for the Toll plaza at Kshipra Bridge i.e Km. 583.90 and thereby reducing the risk related to the viability of the project &amp; safeguarding the concessionaire. There may be problems for getting the finance from the lenders for the project because risk of leakage of traffic due to the construction of western Ring Road.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>C-2, Page-45</th>
<th>2.1, 2.3, Schedule-R</th>
<th>Toll Plaza at bypass near junction at km 591 and old NH3 near junction at km 591(Toll plaza at bypass will be for the length of 45.05 km &amp; toll plaza at old NH3 will be for 13.45 km)</th>
<th>On old NH-3 it is be tolled less 13.45 km i.e. 45.05-13.45=31.6 km &amp; just 13.45 km. Kindly clarify.</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td></td>
<td></td>
<td>Existing Toll Plaza at Km 582.160 shall be demolished. New Toll Plaza shall be at Km 591.000 i.e. One split Toll Plaza on both the arms of junction at Km 591 on NH-3, i.e., on indore city towards NH-3 shall be implemented as per schedule R. Toll plaza for Indore city is for stretch up to junction 591. The traffic which will enter to the city will pay for 13.45 Km. The traffic entering on to the bypass will pay for 45.05 Km.</td>
<td></td>
</tr>
</tbody>
</table>

22

474
Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

| Clause 2.1 of Schedule C and Schedule R | Schedule R indicates that there will be one Split Toll Plaza on both the arms of Junction at Km 591 on NH-3. However, Schedule C indicates that this is an alternative proposal and indicates that there is an existing Toll Plaza at Kshipra Bridge at Km 582.10. Please clarify where exactly would be the proposed Toll Plaza and please provide a drawing for this. Please indicate as to who is currently collecting the Toll at Kshipra Bridge. What happens to this toll plaza and toll collection if it is proposed to have new toll plaza on both arms of junction at Km 591. | Proposed Toll Plaza shall be as per Schedule R. Existing Toll Plaza at Km 582.160 shall be demolished |
| Location of the Toll Plaza | | |

| 21. Schedule D D-1 Specification and standards. | As per scheduled- D and manual of six laning specification additional land proposal for entry and exit location additional land proposal not given. | LA for additional land is in process |

<p>| 22. Schedule D D-1 Entry &amp; Exit Ramps | Based on manual of six laning specification services road entry and exit locations needs minimum 400 to 500 m gap to accommodate entry and exit location with specification and acceleration and deceleration accommodation where as all the locations proposed on between km 579+400 to km | As per RFP |</p>
<table>
<thead>
<tr>
<th>Volume No.</th>
<th>IV General</th>
<th>Structural Details</th>
<th>Please provide us the tentative structural drawings and the geotechnical investigation report for sub soil strata.</th>
<th>Geotechnical investigation details are given in Feasibility Report provided. Project is based on DBFOT pattern</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td>Embankment</td>
<td>Schedule A does not indicate any indication about the height of embankment along the project stretch. Please provide the same</td>
<td>Concessionaire may assess</td>
</tr>
<tr>
<td>2</td>
<td>General</td>
<td>Religious Structures</td>
<td>Please indicate if there are religious structures along the project road within the R.O.W.</td>
<td>Concessionaire may assess</td>
</tr>
<tr>
<td>3</td>
<td>General</td>
<td>Utilities Shifting</td>
<td>Please provide the details of the utilities shifting like electrical lines, OPG cables, telephone line, HT lines, water pipelines, gas lines, etc.</td>
<td>Details are given in Feasibility Report provided.</td>
</tr>
<tr>
<td>4</td>
<td>General</td>
<td>Resettlement &amp; Rehabilitation</td>
<td>Please clarify if there is any resettlement and rehabilitation issues with respect to the project corridor and if the concessionaire is expected to bear any cost towards this</td>
<td>No major R&amp;R issue. If any R&amp;R issues arises shall be done as per RFP.</td>
</tr>
<tr>
<td>5</td>
<td>General</td>
<td>VUP/ PUP/GS</td>
<td>For a length of 45 kms number of structure proposed comes to approximate 1 in every 2 kms. Kindly</td>
<td>As per RFP</td>
</tr>
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</tr>
<tr>
<td>7</td>
<td>General</td>
<td>Land Acquisition Status</td>
<td>Kindly provide the land acquisition status where widening proposed on both side symmetrically. Available ROW details are given in Schedule A, Appendix III. LA for additional land is in process.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>General</td>
<td>DPR</td>
<td>Please provide soft copy of DPR/ feasibility report. May be downloaded from NHAI website.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>General</td>
<td>Structures</td>
<td>GAD for Flyover/UNP/UP Bridges is not given along with schedule. GAD is requiring assessing the structure proposal. Project is based on DBFOT Pattern.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>General</td>
<td>Toll Plaza</td>
<td>As per schedule it is mentioned that the alternate toll plaza can be proposed separately for split location, can we proposed the one toll plaza at old Indore - Dewas road near km 591 and other toll plaza between km 600+000 to km 610+000 at suitable location for split toll condition. Toll Plaza shall be as per Schedule R.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>General</td>
<td>Service Road</td>
<td>As per schedule B page B-16, 20 locations (Both side) for service road has been proposed whereas schedule B page B-15 only 9 locations (Both side) for entry and exit are proposed how will the remaining service road locations merged with main carriageway or remaining service road does not required to connect with main carriageway please clarify? At other locations slip type Entry / Exit shall be provided with acceleration and deceleration lanes.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>General</td>
<td>Pavement Design Road</td>
<td>Please clarify the Concessionaire</td>
<td></td>
</tr>
</tbody>
</table>
Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern

<p>| | | | |</p>
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</thead>
<tbody>
<tr>
<td>13</td>
<td>General</td>
<td>Typical Cross Section</td>
<td>Pavement type for Typical cross section Type-10 and type-11 has not been proposed please clarify whether the approaches will be with flexible pavement or rigid pavement?</td>
</tr>
<tr>
<td>14</td>
<td>General</td>
<td>Kindly Provide us the status of Land Acquisition.</td>
<td>LA for additional land is in process</td>
</tr>
<tr>
<td>15</td>
<td>General</td>
<td>You are requested to provide us corrected soft copy of Bid Documents (Vol-I,II,III,IV)</td>
<td>May be downloaded from NHAI website</td>
</tr>
<tr>
<td>16</td>
<td>General</td>
<td>Kindly Provide us Soil Investigation data for all the structures.</td>
<td>Given in Feasibility Report provided Project is based on DBFOT Pattern.</td>
</tr>
</tbody>
</table>

Existing pavement design life. Rigid pavement design is based on expected repetition analysis and loading spectrum, if the expected repetitions and loading spectrum will be increased beyond the concession period, pavement will fail during concession period. For analysis of the required proposed rigid pavement thickness and strengthening of existing rigid pavement, existing pavement design life is required please clarify.

Existing pavement may assess as the project is based on DBFOT Pattern.

Approaches of structures from ch. 591.000 to 610.000 (D) & 0.000 to 12.600 shall be with concrete pavement.
ANNEXURE - VI
PROJECT: SIX LANEING OF INDORE - DEWAS SECTION OF NH-3 FROM KM 577.550 TO KM 610.000 AND KM 0.000 TO KM 12.600 (APPROX. LENGTH 45.05 KM) IN THE STATE OF MADHYA PRADESH UNDER NHDP PHASE-V TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN

Addendum

REQUEST FOR PROPOSALS

Volume -I -- Instructions To Bidders

Addendum 2

Clause 2.1.18 shall be read along with the following points:

(i)
A bidder shall not be eligible for bidding hereunder if, as on bid due date, the Bidder, Its Member or Associate was, either by itself of as member of consortium has been declared by the Authority as the Selected Bidder for undertaking 3 (three) or more projects and the Bidder is yet to achieve financial close. A bidder shall be considered as declared Selected Bidder for the projects of NHAI, where the LoA has been issued.

(ii)
The Concessionaire shall engage only such EPC Contractors for execution of the work who have experience of at least one single completed highway work of value at least 20% of the Estimated Project Cost in the preceding 5 years. An undertaking to this effect shall be provided by the Concessionaire along with the EPC project Agreement Document.
ANNEXURE - VII
Six laneing of Indore-Dewas section of NH-3 from Km 577.550 to Km 610.000 & Km 0.000 to Km 12.600 (length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFO Pattern

Third extension of due date of bid submission – 15.03.2010 at 1100 hrs
ANNEXURE – VIII
APPENDIX - I

LETTER COMPRISING THE BID

Date: 15.03.2010

Mr. S. S. Gaharwar,
General Manager (T) - MP
National Highways Authority of India
G-5 & G-6, Sector 10, Dwarka
NEW DELHI - 110 075

Sub: Bid for Six Laning of Indore – Dewas section of NH-3 from Km.577.550 to Km.610.000 and Km.0.000 to Km.12.600 (Approx Length: 45.05 Kms) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project.

Dear Sir,

With reference to your RFP document dated 27.01.2010, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:
   a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
   b) We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
   c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
   d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
   e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and we shall continue to abide by them.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive not to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

9. We believe that we/our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

10. We declare that we/any Member of the Consortium, or our/its Associates are not a Member of 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/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.

14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department or Disinvestment in their OM No. 6/42001-DD-I1 dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

15. We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in 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 Associates whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ. We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify 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 of thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the 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 relating to the Bidding Process including the award of Concession.

22. We offer a Bid Security of Rs.650 Crores (Rupees Six Crores and Fifty Lakhs Only) to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Bank Guarantee is attached.

24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".

25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to us or Bid is not opened or rejected.

26. 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 cost and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

27. We agree and undertake to abide by all the terms and conditions of the RFP document.

28. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

29. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
30. We hereby submit our Bid and offer a Premium in the form Rs. 24,10,00,000 = 00 Rupees Twenty Four Crores Ten Lakhs only out 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.

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

Signature

Name and Designation of the Authority signatory : B. MANOHAR
Authorized Signatory

Name and seal of Lead Member : DLF Infra Holdings Limited

Date : 15.03.2010
Place : Hyderabad.
ANNEXURE – IX
April, 2010

To
Sh. L. B. Batheja,
Manager (Tech)-MP
National Highways Authority of India,
G-5&6, Sector – 10, Dwaraka,
New Delhi – 110 0750.

Sir,


With reference to the above letter, the following Bank has confirmed the issue of the said Bank Guarantee as detailed below.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the Bank</th>
<th>Company Name</th>
<th>Amount (INR)</th>
<th>BG No. &amp; Date</th>
<th>Details of Confirmation letter Ref.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bank of Baroda, Tirumala Estates, 3rd Floor, Himayath Nagar, Hyderabad – 029.</td>
<td>M/s. DLF Infra Holdings Ltd.</td>
<td>6,50,00,000/-</td>
<td>2521IGFIN004410, Dt: 13.03.2010</td>
<td>CFSHYD/BK 8/518, Dt: 19.04.</td>
</tr>
</tbody>
</table>

The above confirmation letter has been obtained from the Bank and the same is enclosed herewith.

Encl: As above. Thanking you,

Yours faithfully,

( GSVS Prabhakara Rao)
Manager (Finance)
To,
GSVS Prabhakara Rao,
Manager (Finance),
National Highways Authority of India,
Project Implementation Unit,
1st Floor, Plot No. 25, Road No. 2,
Castle Hills, Masab Tank, Hyderabad – 503 029

Dear Sir,

Re: Confirmation of Bank Guarantee.

We refer to your letter no. NHA/PIU-HYD/12017/2010/535 dated on 16.04.2010 and confirm having issued the Bank Guarantee No. 25211GFIN004410 Dt. 13.03.2010 for Rs.6,50,00,000/- (Rupees Six Crores Fifty lakhs Only) in your favour on behalf of M/s. DLF Infra Holdings Ltd.

Name of the Applicant: M/s. Gayatri Projects Ltd.

Name of the Officers, designation who has signed the Bank Guarantee are as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>K. Mohan Kumar (M-962)</td>
<td>Chief Manager</td>
</tr>
<tr>
<td>2.</td>
<td>N.L.V.R Sarma (S-1754)</td>
<td>Sr. Manager</td>
</tr>
</tbody>
</table>

Yours faithfully,

(K. Mohan Kumar)
Chief Manager

Corporate Financial Services Hyderabad branch, 3-6-262/6, Tirumala Estates, 3rd Floor, Himayatnagar, HYDERABAD – 500 029; Phone: 040 – 23421640; 23421641; Fax: 040 – 23421642; Email: indhyd@bankofbaroda.com
To,
Sh. L. B. Batheja,
Manager (Tech.) - MP,
National Highways Authority of India,
G – 5 & 6, Sector – 10, Dwaraka,
New Delhi – 110 075.

Dear Sir,

Re: Confirmation of Bank Guarantee.

We refer to your letter no. NHAII/PIU-HYD/12017/2010/535 dated on 16.04.2010 and confirm having issued the Bank Guarantee No. 25211GF1N0004410 Dt. 13.03.2010 for Rs.6,50,00,000/- (Rupees Six Crores Fifty lakhs Only) in your favour on behalf of M/s. DLF Infra Holdings Ltd.

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Yours faithfully,

(K. Mohan Kumar)
Chief Manager

Corporate Financial Services Hyderabad branch, 3-6-262/6, Tirumala Estates, 3rd Floor,
Himayatnagar, HYDERABAD – 500 029; Phone : 040 – 23421640; 23421641;
Fax : 040 – 23421642; Email : indhyd@bankofbaroda.com
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 DLF INFRA HOLDINGS LIMITED (a company registered under the Companies Act, 1956) and having its registered office at 10th Floor, Gateway Tower, DLF City, Phase – III, Gurgaon – 122 022 (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, executors, administrators, successors and assigns), for the “Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern Project on DBFOT basis” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated 17.11.2009 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we BANK OF BARODA having our registered office at
Mandvi, Baroda and one of its branches at Corporate Financial Services Hyderabad Branch, 3-6-2628, Tirumala Estates, 3rd Floor, Himayatnagar, Hyderabad – 500 029 (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.6,50,00,000/- (Rupees Six Crores and Fifty Lakhs Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of 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 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 set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.6,50,00,000/- (Rupees Six Crores and Fifty Lakhs Only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 212 (Two hundred and Twelve) 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.

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 BANK OF BARODA, Corporate Financial Services Hyderabad Branch, 3-6-262/8, Tirumala Estates, 3rd Floor, Himayatnagar, Hyderabad – 500 029 and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs.6,50,00,000/- (Rupees Six Crores and Fifty Lakhs Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before 12-10-2010.

Notwithstanding anything to the contrary contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs.6,50,00,000/- (Rupees Six Crores and Fifty Lakhs Only).

ii) This Bank Guarantee shall be valid up to 12-10-2010.

iii) 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 12-10-2010.

Dated this 13th day of March, 2010.
ANNEXURE - X
JOINT BIDDING AGREEMENT ("JBA") DATED 1st July 2008 BETWEEN

DLF Infra Holdings Ltd ("Company Registration No. U74140HR2007PLC036815") hereinafter referred as "DIHL", whose registered office is at 10th Floor, Gateway Tower, DLF City, Phase III, Gurgaon - 122002 acting through its duly authorised representative Mr. Pawan Kumar Mehra.

and

Gayatri Projects Ltd (Company Registration No. 01-10461), hereinafter referred as "GPL" whose Corporate office is at B-1, T.S.R. Towers, 6-3-1090, Rajbhavan Road, Somajiguda, Hyderabad - 500 082, Andhra Pradesh, acting through its duly authorised representative Mr. K. MANI RAJU;

collectively referred to as the "Parties" and individually as a "Party".
RECITALS

A. The National Highways Authority of India, Ministry of Shipping, Road Transport & Highways, Government of India (the "Authority") has issued a Request For Qualification document for Six-Laning of Indore – Dewas Section of NH-3 from Km 577.55 to Km 610.00 and Km 0.00 to Km 12.60 (Length – km 45.05) in the State of Madhya Pradesh to be executed as BOT (Toll) on DBFO pattern under NHDP – Phase V Project (Package No. : NHDP-V/MC-II/22) dated June 2008 (the "Project").

B. The copies of the RFQ are already received and considered by the Parties hereto.

C. DIHL is a group company of DLF Group, which is the largest real estate developer in India, inter alia, engaged in the business of planned urban infrastructure development with track record of six decades and DLF Group is interested in bidding for the Project through DIHL. Gayatri Projects Ltd is a leading construction company having experience and expertise in the various highway projects and development and construction of National Highway Projects on BOT basis is interested in bidding for the project.

D. The Parties wish to cooperate as a consortium (the “DLF-Gayatri Consortium”) to jointly apply for the Project in response to the RFQ on July 4, 2008 and being shortlisted jointly prepare and submit the Bid to NHAI for the Project in accordance with this JBA and - subject to a successful Bid to jointly establish a Special Purpose Vehicle for entering into the concession agreement (“SPV”).

E. The capitalised words and expressions used herein but not defined herein shall have the same meaning as ascribed to them in the RFQ.

In consideration of the aforementioned, the Parties hereby agree as follows:

1. THE CONSORTIUM

1.1 Both Parties agree that they have hereby formed a Consortium to submit the application jointly for the qualification stage on July 4, 2008 (the "Application").

1.2 DIHL will be the ‘Lead Member’ of the Consortium. GPL will issue a power of attorney to support the same as per the RFQ. DIHL shall be authorized to submit the jointly agreed Application on July 4, 2008 for the qualification stage.

1.3 Upon being declared shortlisted, DIHL and GPL shall jointly and severally adhere to the steps to be undertaken in the RFQ for preparation and submission of the Bid in accordance with the RFQ. DIHL as the Lead Member will be authorized to submit the applicable Bid.

2. FORMATION OF A SPV

2.1 Upon being declared as successful Bidder the Consortium constituting DIHL and GPL shall form an SPV for the execution of the Project.

2.2 DIHL and/or its associates shall hold 26% or more equity in the proposed SPV and GPL shall hold 26% or more equity in the SPV. At all times both parties will hold equal proportion of equity with balance equity to other investors in the SPV.
2.3 The SPV shall enter into Concession Agreement and other Project documents pursuant to the RFO/Bidding Documents and subsequently carry out all the responsibilities of the concessionaire in terms of said agreement and documents.

2.4 Both Parties as Consortium members upon being declared as successful Bidder shall till such time they incorporate an SPV and provide the specified performance security or bond, be jointly and severally liable for the execution of the Project in accordance with the terms of Concession Agreement.

3. ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1 The broad roles of the Parties, prior to the submission of the Application, shall be to

(i) provide all the information and relevant details, as required in the RFQ
(ii) jointly develop a broad business model for the Project, based on the information available

3.2 The broad roles of the Parties, upon being announced on the short-list shall be as follows:

3.2.1 Each of DIHL and GPL shall:

(i) co-operate with each other in the joint preparation, prompt submission and negotiation of the Bid, in response to any requests for submissions required by the Authority in relation to the Project
(ii) dedicate the necessary resources for such preparation, submission and negotiation, and for finalisation of the Project Documents.
(iii) Jointly develop selection criteria and mandate reputable advisors and consultants as required to analyze the Project and in order to allow the Consortium to lodge the Bid
(iv) jointly prepare and finalize the Bid

3.2.2 DIHL shall have prime responsibility for:

(i) gathering all details, materials, clarifications etc. for the purpose of preparing the Bid;
(ii) arrange for all necessary infrastructure and support in order to allow the Consortium to develop and submit the Bid for the Project;
(iii) as a Lead Member of the Consortium, submit the joint Consortium Bid, subject to a joint approval of all Consortium members, and shall provide all necessary details, clarifications, documentation and consultation to the authority with the assistance of GPL.

3.2.3 GPL shall have prime responsibility for:

(i) Providing inputs based on their expertise for infrastructure development for preparation of the Bid.

3.3 On award of the Project to the Consortium and subject to the Parties having obtained all requisite approvals and permissions and further subject to the Concession
Agreement and to other Project documents;

3.3 The Parties shall:

(i) cause the Consortium to make arrangements for, provision of all technical expertise for the execution of the Project by the SPV
(ii) contribute their respective share capital in accordance with their financial commitments for the acquisition of the shares of the SPV pursuant to the Project. Identify and bring other investors for balance share of equity.
(iii) Cause the Consortium to provide design, engineering, financing, procurement, construction of the Project
(iv) cause the Consortium to make arrangements for providing all financial arrangements for execution of the Project
(v) cause the SPV to develop a long term business strategy and finalize business plans for the Project
(vi) perform their respective roles and provide their management support for execution of the Project
(vii) ensure that the SPV shall make arrangements for execution and timely completion of the Project
(viii) ensure that the SPV shall operate and maintain the project either itself or through third party arrangements

DEALING WITH NHAI

4.1 All information or details that are submitted to NHAI on behalf of the Consortium shall be mutually agreed by the Consortium

4.4 Upon being short listed, the Consortium members, i.e. the Parties, shall periodically meet together to review the progress of the matters and to resolve any pending issues and to take decisions on the matters covered herein. The minutes of the meetings shall be duly recorded and signed by the Parties.

5. COSTS

5.1 Each Party shall bear its own costs and expenses arising in connection with the preparation, submission and negotiation of the Application and the Bid. All costs incurred in relation to the external advisors mutually appointed in writing in advance for the Project shall be shared according to the participating interest in the Consortium between the Parties.

5.2 Should DIHL and GPL be short listed and pre-qualified, the amount of Rs.500,000 (Rupees Fifty Thousand only) for the Bidding Documents for the Project and the Bid Security amounting to Rs.8.20 Crore shall be borne by both Parties in proportion to their proposed shareholding.

6. RELATIONSHIP OF THE PARTIES

6.1 DIHL covenants that GPL will be named as a Consortium member in the Bid.

6.2 Each Party agrees to undertake to give due co-operation to the other Party in the Consortium for the attainment of the objectives as herein stated. Neither Party shall do anything which is prejudicial to the interest of the Consortium, the other Party, or the Project as covered herein.

6.3 In the event that the Consortium is not awarded the Bid or this Agreement expires or
terminates in terms hereof, the Parties are released from all obligations under this JBA, save Articles 5, 6, 7, 8, and 11.

6.4 Each Party has represented to the other that it has no conflict of interest as per clause 2.2.1(c) of RFQ.

6.5 DIHL shall obtain GPL’s prior written consent before DIHL enters into any commitment on behalf of GPL.

6.6 Both parties will bring other investors in the SPV for balance share of equity by mutual consent.

7. LIABILITIES OF THE PARTIES, No Consequential Damages

Except for the provisions set out in Article 2.4, 6.4 and 6.5 of this JBA no Party to this JBA shall be liable to the other, whether based upon contract, warranty, tort negligence, strict liability, indemnity, delay, error or omission, or otherwise, for any indirect, special, incidental, consequential, exemplary, or punitive damages of any kind or nature whatsoever.

8. CONFIDENTIALITY

8.1 All information of any type whatsoever, acquired by either Party from the other Party in relation to the Project (the “Confidential Information”) shall be treated as confidential by the recipient Party and shall not be used other than for the purposes contemplated by this agreement without the prior written consent of the disclosing Party, unless such information:

- is or becomes (without breach of this JBA) generally available from public sources or in the public domain;
- is received at any time from any third party without non-disclosure obligation to the disclosing Party;
- is shown to have been developed independently by the receiving Party without reliance on the disclosing Party's Information or to have been known to the receiving Party prior to its disclosure by the disclosing Party;
- must be disclosed to other third parties for the purpose of performing this JBA, if such third party are or become subject to an equivalent confidentiality obligation;
- is required by competent legal authority to be disclosed (but only to the extent of such requirement).

8.2 Wherever it is necessary for a Party to supply data or technical information to any consultant, adviser or sub-contractor for the purposes relating to the Project, the Party supplying such data or technical information shall ensure that the provisions of this Article 8 are properly observed by such consultant, adviser and/or subcontractor.

8.3 The provisions of this Article 8 shall survive any expiry or termination of this JBA for a period of two (2) years.

9. MODIFICATIONS

Any modifications and amendments or other change to any provisions (s) of this JBA by any Party/Parties shall be made only in writing by a duly authorised representative.
of both Parties.

10. **No Partnership, Effect of this JBA:**

This JBA shall not be construed or create and shall in no way be interpreted to constitute or create a partnership, joint venture, or formal business organization of any kind between the Parties hereto. This JBA is only construed to constitute a Consortium for the purpose of the RFQ.

11. Property Rights

Any materials, documents or other property rights arising under this JBA (hereinafter referred to as “Property Rights”) are solely owned by the Party who developed them. Property Rights developed by the Parties jointly shall be jointly owned by both Parties. For the duration of this JBA any Property Rights shall be used solely for the purpose of this JBA. Immediately after termination of this JBA, any Property Rights that were developed individually shall be returned to and be exclusively used by their respective owner.

12. Assignment

The Parties hereto shall not be entitled to assign any of the rights and obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld in the case of assignment or transfer to a subsidiary or affiliated company.

13. **Term and Termination**

13.1 **Expiry:** This JBA shall become effective upon the date on which it has been signed by all Parties and shall expire unless terminated earlier in accordance with the terms hereof, on the first to occur of any of the following events:

(a) notification from the Authority that the Consortium has not been short listed; or

(b) notification from the Authority that the Consortium has not been awarded the Bid; or

(c) decision of the Authority to abort the Project; or

(d) after a period of one year from the date of the JBA or such extension date for the award of the Bid as notified in writing by the Authority.

13.2 This Agreement may be terminated:

(a) by mutual written consent with due information to the Authority; or

(b) by either Party if the Authority materially changes the conditions of the Project; or

13.3 Termination of this JBA in accordance with the terms hereof shall not confer any right on either Party to claim or render any Party liable to pay, any compensation or damages from or to the other Party for such termination.
14. GOVERNING LAW

This JBA has been executed and delivered at Gurgaon and shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF each of the Parties has caused this Joint Bidding Agreement to be executed as a contract by a duly authorised officer on the date first above written.

Signed by

[Signature]

Pawan Kumar Mehra
for and on behalf of
DLF infra Holdings Ltd

In the presence of:

[Signature]

Signed by

[Signature]

K. Mani Raju
for and on behalf of
Gayatri Projects Ltd.

In the presence of:

[Signature]
ANNEXURE – XI
NHAI/Phase-V/MP/2009-10/024

To

M/s DLF-Gayatri Consortium,
6-3-1090, TSR Towers,
Somajiguda, Rajbhavna Road,
Hyderabad-500082,
Tel : 040 23314284,
Fax: 040 23398435

Sub : "Six Laning of Indore-Dewas Section of NH-3 From Km 577.550 To Km 610.000 (And Km 0.000 To Km 12.600) (Approx. Length 45.05 Km) in the State of Madhya Pradesh Under NHDP Phase-V to be executed as BoT (Toll) Project on DBFOT Pattern – Letter of Award (LOA)-reg.

Ref : 1. NHAI’s letter no NHAI/NHDP-V/MC-II/BOT/Concessionaire/9590 dated 12.1.2010

Sir,

Consequent upon NHAI’s letter mentioned at reference no. 1, wherein you were informed having been qualified in terms of the requirements of the Request for Qualification (RFQ) document an eligible to submit the Request for Proposal (RFP) in respect of the Project of “Six Laning of Indore Dewas Section of NH-3 From Km 577.550 To Km 610.000 (And Km 0.000 To Km 12.600) (Approx. Length 45.05 Km) in the State of Madhya Pradesh Under NHDP Phase-V to be executed as BoT (Toll) Project on DBFOT Pattern and considering your proposal in this regard submitted on 15.3.2010 vide Ref. 2 NHAI hereby accepts your proposal quoting a premium of Rs. 24.10 crores/- (Rupees Twenty Four Crores and Ten Lakhs only) as included in Appendix-1 of your Bid Document (i.e. Price Bid) and declare you as the “Selected Bidder” as per provision of RFP Documents. Please note that the amount of premium quoted by you shall be in accordance with the provisions of RFP Documents. The Concession Period is 25 (Twenty Five) years including Construction Period of 912 (Nine Hundred Twelve) 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) day of receipt of LOA. Thereafter, you are required to execute the Concession Agreement within 30 (Thirty) days from the date of issue of LOA.

3 Please note that the amount of accepted Premium is payable by you as per the conditions of the Bid Documents.
4. 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. 36.58 crores (Rupees Thirty Six Crore, Fifty Eight Lakhs) 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 Article-9 of RFP—Vol- II).

5. 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 Bid Documents.

Yours faithfully,

(S.S. Gaharwar)  
General Manager (Tech.)
To,

Mr. S.S. Gahanwar,
General Manager (Tech)
National Highways Authority of India,
G-5&6, Sector 10, Dwarka,
New Delhi-110 075

Sub: Six Laning of Indore - Dewas section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (TOLL) Project on DBFOT Pattern - Reg

Ref: NHAI / Phase – V / MP / 2009-10 / 021 dt: 25/03/2010

Sir,

We have received the Letter of Award cited under reference on 27/03/2010 and we thank you for having considered our company for the work.

Accepted the Letter of Intent for the subject work in terms of Clause 3.3.5 of RFP document (Volume - I) and an accepted copy of the Letter of Award is submitted for your information separately.

Thanking you,

Yours faithfully,
For DLF INFRA HOLDINGS LIMITED.

[Signature]

B. Manohar
AUTHORIZED SIGNATORY.
NHAI/Phase-V/MP/2009-10/021

To

M/s DLF-Gayatri Consortium,
6-3-1090, TSR Towers,
Somajiguda, Raj Bhavna Road,
Hyderabad-500082,
Tel: 040 23314284,
Fax: 040 23398435

Sub: "Six Laning of Indore - Dewas Section of NH-3 From Km 577.550 To Km 610.000 And Km 0.000 To Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh Under NHDP Phase-V to be executed as BoT (Toll) Project on DBFOT Pattern – Letter of Award (LOA)-reg.

Ref: 1. NHAI's letter no NHAI/NHDP-VIMC-II/BOT/Concessionaire /9590 dated 12.1.2010

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 Indore - Dewas Section of NH-3 From Km 577.550 To Km 610.000 And Km 0.000 To Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh Under NHDP Phase-V to be executed as BoT (Toll) Project on DBFOT Pattern and considering your proposal in this regard submitted on 15.3.2010 vide Ref. 2, NHAI hereby accepts your proposal quoting a premium of Rs. 24.10crores /- (Rupees Twenty Four Crores and Ten Lakhs only) as included in Appendix-1 of your Bid Document(i.e. Price Bid) and declare you as the "Selected Bidder" as per provision of RFP Documents. Please note that the amount of premium quoted by you shall be in accordance with the provisions of RFP Documents. The Concession Period is 25 (Twenty Five) years including Construction Period of 912 (Nine Hundred Twelve) 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.

3. Please note that the amount of accepted Premium is payable by you as per the conditions of the Bid Documents.
4. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle so fc. the purpose of do-miciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performansecurity by way of an irrevocable and unconditional Bank Guarantee of Rs.36.58crores (Rupees Thirty Six Crore, Fifty Eight Lakhs) 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 Article-9 of RF Vol. II).

5. You are required to comply with all the terms and conditions set forth in the RFQ and the RI documents. In case of any default on your part, you shall be liable for action as stated in the BI Documents.

Yours faithfully,

(S.S. Gaharwar
General Manager (Tech.)

Encl: Duplicate copy of LOA

Received and accepted the Letter of Award in terms of clause 3.3.5 of the RFP Document (Volume-I)
ANNEXURE - XIII
Certificate for Commencement of Business
Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U45200AP2010PLC068238

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

Given under my hand at Hyderabad this Twelfth day of May Two Thousand Ten.

(SHASHI RAG DARA)
Assistant Registrar of Companies
Andhra Pradesh

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

INDORE DEWAS TOLLWAYS LIMITED
6-3-1090, B-1. TSR TOWERS, RAJBHAVAN ROAD, SOMAJIGUDA.
HYDERABAD - 500082.
Andhra Pradesh, INDIA
Form 1
Certificate of Incorporation

Corporate Identity Number: U45200AP2010PLC068238 2010 - 2011

I hereby certify that INDORE DEWAS TOLLWAYS LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Hyderabad this Fourth day of May Two Thousand Ten.

(SHASHI RAJ DARA)

Assistant Registrar of Companies
Andhra Pradesh

Mailing Address as per record available in Registrar of Companies office:
INDORE DEWAS TOLLWAYS LIMITED
6-3-1090, B-1, TSR TOWERS, RAJGHAVAN ROAD, SOMAJIGUDA,
HYDERABAD - 500082,
Andhra Pradesh, INDIA
ANNEXURE – XIV
Form 1
Certificate of Incorporation

Corporate Identity Number: U45200AP2010PLC068238 2010 - 2011

I hereby certify that INDORE DEWAS TOLLWAYS LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Hyderabad this Fourth day of May Two Thousand Ten.

(SHASHI RAJ DARA)

Assistant Registrar of Companies
Andhra Pradesh

Mailing Address as per record available in Registrar of Companies office:
INDORE DEWAS TOLLWAYS LIMITED
6-3-1090, B-1, TSR TOWERS, RAJBAVAN ROAD, SOMAJIGUDA,
HYDERABAD - 500082,
Andhra Pradesh, INDIA
1. The name of the company is INDORE DEWAS TOLLWAYS LIMITED.

II. The registered office of the company will be situated in the State of Andhra Pradesh.

III. The objects for which the company is established are:

(A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1) To carry on the business regarding, six-laning of Indore Dewas section of NH-3 from Km 577.950 to Km 610.000 and Km 0.000 to Km 12.600 (Approximate Length 45.05 Km) in the state of Madhya Pradesh as Build, Operate and Transfer (BOT) project on Design, Build, Finance, operate and Transfer (DBFOT) pattern under National Highway Development Project (NHDP) phase V and to collect toll, charges and fees from the users of the said project in accordance with the terms of the concession agreement to be entered into with the National Highway Authority of India.
To acquire by purchase, exchange, hire, or otherwise, hold or lease either in its own name or in the name of its nominee, or trustee, real or personal property and any other lands, tenements and premises of any tenure, whether subject or not to any charge or encumbrances and to hold or to sell, let, alienate, mortgage, charge or deal with all or any of such lands, tenements or premises, rights of all kinds, grants, easements, and to carry on business or undertaking so acquired or held or leased.

To apply for, purchase, or otherwise acquire, or enter into any contracts, agreements, decrees and concessions, for or in relation to engineering, procurement, construction, execution, and for carrying out procurement, maintenance and repair of plant, machinery, equipment for improvement, management, administration, or control of infrastructure projects, including road projects and highway projects, facilities, and conveniences, and to undertake, execute, carry out, dispose of, or otherwise turn to account the same.

To act as project managers, technical/management consultants, operation and maintenance contractors for infrastructure projects including power projects, highways and expressway projects.

To purchase, take on lease or otherwise acquire leasehold and other properties, mines and mineral properties and also grants, concessions, leases, claims, licenses, options or authorities of and over mines, lands, buildings, mineral properties, mining water and other rights and mineral rights in India or in any part of the world and without or with the condition or with the consent or joint or other with others.

To acquire, enter into agreement, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal, concession or otherwise acquire shares and securities of any such companies and to sell, hold, with or without guarantee such shares or securities.

To acquire by purchase or otherwise, and to obtain protection for, or to patent in any part of the world any invention or discovery made by any official or servant of the Company or others, and any improvement in machinery or apparatus, to exercise and use such protection or patent, and to disclose, alter or modify the same.

To invest and deal with the money the Company not immediately required in such manner as may from time to time be determined, and in particular to invest money on the security of land, buildings, assets, plantations, mines, securities and other property, real and personal, movable and immovable, and generally to lend money on, or otherwise acquire mortgages, charges, bonds, obligations, loans, securities, and other property, real and personal, movable and immovable, and generally to lend money on, or otherwise acquire mortgaged, charges, bonds, obligations, loans, securities, and all other instruments upon such terms and conditions as may seem expedient.

To amalgamate with any other company whose objects are similar to those of the Company whether by sale or purchase (for shares or otherwise) of the undertaking subject to the liabilities of this or any other company aforesaid with or without winding up by or by sale or purchase (for shares or otherwise) of all the shares of this or any such other company aforesaid or by partnership or any arrangement of the nature of partnership or in any other manner.

To sell or dispose of the whole or any part of the undertaking and property or any or all of the assets, whether tangible or intangible, of the Company for cash or other consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company.

To purchase or otherwise acquire for investment in lands, houses, buildings, plantations, and immovable property of any tenure or interest therein, and any movable property of any description or any interest therein, and to create, and deal in freehold and leasehold ground rents. Generally to acquire, deal in, traffic by way of Lease, exchange or otherwise with property of every description, whether immovable or movable, real or personal and whether for valuable consideration or not.

To appropriate any part or parts of the property of the Company for the purpose of and to build and let shops, offices and other place of business.

To enter into lease agreements and credit sale agreements with the lessors and purchasers of such equipment and goods aforesaid and to negotiate assign lease or pledge such agreements for cash or otherwise of the payments due or otherwise of the payments due or rights accruing thereunder.

To establish, maintain, conduct and acquire or dispose of either as principal or agents, trading points of all kinds and description throughout the world and in connection therewith to do all such acts and things and to acquire and/or dispose of such real and/or personal property as is usual or customary with a general trading business.

To apply for, accept and receive, surrender or renounce any title to land, grants for land, certificates of title, leases for land, mining rights, licenses, concessions permits and such other instruments, documents, rights, privileges, or permission and such renewals and copies thereof as may seem expedient.

To enter into any agreement with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority and right, privileges, licenses and concessions which the Company may think it desirable to obtain and to carry out exercise and comply with any such agreements, rights, privileges, licences and concessions.

To purchase the property and goodwill of, or any interest in any business, and to make and carry into effect, all arrangements with respect to the union of interest or amalgamation, either wholly or in part, with any other company, firm or persons having objects in some respects similar to or included in the objects of the Company, and to carry on business, the carrying on of which the Company may think directly or indirectly conducive to the development of any property or any business in which it is interested.

To grant licences to exercise and use any patent or trade mark belonging to the Company and that for such royalty or consideration as may seem agreed on with the licences.

To undertake and execute any trusts and to establish branches in any part of India or elsewhere to carry on all or any business the company is authorized to carry on and to manage such branches through trustees, agents or managers authorized by the company.

To lend money with or without security generally to such persons and on such terms and conditions as may seem expedient, and in particular to persons undertaking to build on or improve any property in which the Company is interested and to lend money, notes, warrants, coupons and any other negotiable or transferable securities or documents.

To pay or discount money, securities and other property of the company into or with such persons, banks, governments, municipalities, authorities, companies or corporations and on such terms and conditions as may seem expedient.

To receive money on deposit at interest, or otherwise and to make draws, accept, endorse, discount, execute and issue, deposit, receive, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable securities or instruments.

To make and give receipts, releases and other discharges for money payable to the company, and for the claims and demands of the company.

To borrow and raise money for the company's business in such manner as the company thinks fit and in particular by mortgage or charge of the undertaking and all or any of the assets, movable and immovable property and uncalled capital for the time being of the company.
25. To issue shares, debentures, debentures stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument or transfer or otherwise and to charge or secure the same by trust deed or otherwise, on the undertaking of the company on any specified property and rights, present and future of the company or otherwise however.

26. To guarantee the payment of any money payable under contracts or obligations of any company or of any person whatsoever whether corporate or non-corporate with or without securities or upon any terms as the company may approve.

27. From time to time to subscribe or contribute to any charitable benevolent or other objects of a public character, and also to political parties or for political purposes subject to the provisions of section 253A and other applicable provisions if any, of the companies act, 1956.

28. To establish and support, or aid in the establishment and support of schools, places of worship, associations, institutions, funds, trusts and arrangements calculated to benefit employees or ex-employees of the company or its predecessors in business, or the dependents or connections of such persons, and to guarantee money for charitable, scientific, public, patriotic or benevolent objects or any objects calculated to promote the interests of the company.

29. To grant insurance, pensions, allowances, gratuities, provident funds, bonuses, workers' compensation and other superannuation funds to employees of the company or the dependants of such person or any other persons.

30. To distribute among the members in specie, any property of the company including by way of distribution of dividends or otherwise, or any proceeds of sale or disposal of any property of the company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made, except in compliance with the requirement of the Act.

31. To procure this company to be legalized, registered, domiciled or recognized in any foreign country.

32. To carry on the business of labour contractors or suppliers or labour brokers in connection with the main business of the company.

C. OTHER OBJECTS NOT INCLUDED IN A AND B ABOVE:

1. To act as authorized agents, money changers, insurance agents, brokers etc., subject to the law of the land.

2. To carry on the business as selling and or purchasing agents, distributors, representatives, manufacturers, dealers, merchants, importers traders contractors, warehousemen and to buy, sell, import, export, barter, exchange, stock, make advances upon, pledge, or otherwise deal in goods, stores, consumable articles, chattels and effects of all kinds in any place and to transact any business or transaction which may seem directly or indirectly conducive to the interest of the Company.

3. To construct, erect, build, improve, develop, repair, remodel, demolish, grade, curve, pave, macadamize, cement and maintain buildings, structures, houses, apartments, townships, multi storied complexes, landscapes, hospitals, schools, places of worship, highways, roads, paths, streets, sidewalks, sea port, air port, bridges, flyovers, subways, alleys, pavements, and to do other similar constructions, leveling or paving work and to build, construct and repair railways, waterways, electrical works, tunnels, canals, wharves, ports, docks, water works, drainage works, light houses, power houses, and road and to do all kinds of excavating, dredging and digging of work.

4. To carry on business of hotels, motels, guest houses, eating places, recreation facilities, amenities such as bus shelters, truck stops, rest areas, food malls, restaurants and petrol filling stations on the highways and other roads.

5. 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 immovable property including shops, flats, offices, godowns, patents, licenses, and any rights interests and privileges therein and to develop and turn to account or let them out on rent.

IV. The liability of the members of the Company is limited.

V. a) The Authorized Share Capital of the Company is Rs. 1,00,00,000 (Rupees One Crore only) divided into 10,00,000 (Ten Lakhs) equity shares of Rs. 10/- (Rupees Ten only) each with power to the Company to increase or reduce the paid-up capital in accordance with the applicable provisions of the Companies Act, 1956 and to issue any part of its capital original or issued with or without preference, priority or special privilege or subject to any postponement of rights, and to any condition or restrictions and so that unless the condition of issue shall otherwise expressly declare, every issue of shares whether expressed to be preference or otherwise, shall be subject to the powers herein before contained.

b) The Share Capital of the Company (whether original, increased or reduced) may be subdivided, consolidated or divided into such classes of shares as may be allowed under the law for the time being in force relating to Companies with such privileges or rights may be attached to and held upon such terms as may be prescribed by the Articles of Association of the Company.
VI. We the several persons, whose names and descriptions are subscribed hereunder, 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:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name, addresses, descriptions and occupations of the subscribers with their signatures</th>
<th>No. of Equity Shares taken by each Subscriber</th>
<th>Signature, Name, Address, description &amp; occupation of witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>GAYATRI PROJECTS LIMITED # 8-3-1090, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad – 500 082 Date of Incorporation 15/09/1989 Occ: Body Corporate</td>
<td>16,660 * (Sixteen Thousand Six Hundred and Sixty only)</td>
<td>Represented by: T.V. Sandeep Kumar Reddy Sd/O. T Subbarami Reddy # # 8-2-33/1/2/A, Road No. 3, Banjara Hills, Hyderabad – 500 034 Date of Birth: 20/04/1967 Occ: Business Resolution dated: 15/03/2010</td>
</tr>
<tr>
<td>02.</td>
<td>GAYATRI INFRA VENTURES LIMITED # 8-3-1090, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad – 500 082 Date of Incorporation 22/01/2006 Occ: Body Corporate</td>
<td>16,660 * (Sixteen Thousand Six Hundred and Sixty only)</td>
<td>Represented by: T.V. Sandeep Kumar Reddy Sd/O. T Subbarami Reddy # # 8-2-33/1/2/A, Road No. 3, Banjara Hills, Hyderabad – 500 034 Date of Birth: 20/04/1967 Occ: Business Resolution dated: 15/03/2010</td>
</tr>
<tr>
<td>04.</td>
<td>Sd/O. J BRU MOHAN REDDY Sd/O. J Chenna Krishna Reddy # 8-2-619, Road No. 11, Banjara Hills, Hyderabad – 500 034 DDB: 20/08/1941 Occ: Business</td>
<td>5 (Five only)</td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Sd/O. K.G. Naidu Sd/O. K Chinnam Naidu # Flat No. 405, Sai Lalita Nilayam West Marredpally, Secunderabad – 500 025 Occ: Service DDB: 01/07/1980</td>
<td>5 (Five only)</td>
<td></td>
</tr>
</tbody>
</table>

Total No. of Equity Shares Taken 50,000 (Fifty Thousand only)

Place: Hyderabad
Date: 20-04-2010
UNDER THE COMPANIES ACT, 1956
(1 of 1956)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
INDORE DEWAS TOLLWAYS LIMITED

i. "The Act" or "the said Act" means the Companies Act, 1956 and includes any statutory modification or re-enactment thereof for the time being in force in India containing the provisions of the Legislature in relation to companies.

ii. "Beneficial Owner" shall mean beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1995.

iii. "Beneficial of Directors" or "Board" means the Board of Directors, duly called and constituted or the collective body of directors for the time being of the company, or as the case may be, the directors assembled at a Board Meeting or acting by circular under the Articles.

iv. "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.

v. "The Company" or "This Company" means INDORE DEWAS TOLLWAYS LIMITED.

vi. "Debenture" includes debenture - stock.

vii. "Depository" means a Company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration to act as a depository under the Securities & Exchange Board of India Act, 1992.
attach thereto respectively, such preferential, deferred, qualified or special rights, privileges, conditions or restrictions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and also to decide to purchase, hold, resell any of its own fully paid shares and/or preference shares whether redeemable or not and to make any payment out of capital or out of the funds at its disposal for the purpose of such purchase subject to the provisions of the Act in force from time to time.

8. BOARD TO ALLOT SHARES

Subject to the provisions of the Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be allotted by the Board of Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and at such terms and conditions and either at a premium or at par or (subject to the compliance with the provisions of section 70 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the general meeting to give to any person or persons the option or right to allot any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid up shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the general meeting.

9. CONSIDERATION FOR ALLOTMENT

The Board of Directors may allot and issue shares of the Company as payment or part-payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the company or the acquisition and/or in the conduct of its business, and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed to be fully paid up shares.

4. RESTRICTION ON ALLOTMENT

The Directors shall in making the allotments duly observe the provisions of the Act.

a) The amount payable on application on each share shall not be less than 5% of the nominal value of the share.

b) Nothing contained in this clause shall prevent the Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the company.

5. INCREASE OF CAPITAL

The Company at its General Meeting may, from time to time, by an Ordinary Resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued on such terms and conditions and with such rights and privileges annexed thereto, as the resolution shall prescribe, and in particular, such shares may be issued with a preference or qualified right to dividends, and in the distribution of assets of the company and with a right of voting at the General Meetings of the Company in conformity with Sections 75 and 89 of the Act. Whenever the capital of the company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 75 of the Act.

6. REDUCTION OF CAPITAL

The Company may, subject to the provisions of Sections 78, 80, 100 to 105 (both inclusive) of the Act from time to time, by Special Resolution reduce its capital and any Capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorised by the Board of Directors, and in particular, the capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.
7 SUB-DIVISION AND CONSOLIDATION OF SHARES
Subject to the provisions of Section 94 of the Act, the Company in General Meeting, may by an ordinary resolution, from time to time sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from such sub-division one or more of such shares have some preference or special advantage as regards dividend, capital or otherwise as compared with the others or other, subject to attended the Company in general meeting may by an ordinary resolution also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

8 NEW CAPITAL PART OF THE EXISTING CAPITAL
Except as far otherwise provided by the conditions of the issue or by the present, any capital raised by the creation of new shares, shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of arrears and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

9 POWER TO ISSUE PREFERENCE SHARES:
(A) Subject to the provisions of Section 90 of the Act, the company shall have the power to issue by Special Resolution Preference Shares/Convertible Preference Shares which, at the option of the company, are liable to be redeemed/converted and the redemption /conversion of Preference Shares hereunder may be effected in accordance with the terms and conditions of their issue and voting that in such manner as the Directors may think fit.
(B) On the issue of Preference Shares under the provisions of Article 11(a) hereto, the following provisions shall take effect:
(i) No such Shares shall be redeemed except out of profits of the company which would otherwise be available for dividend or out of the proceeds of a fresh issue of Shares made for the purpose of the redemption;
(ii) No such shares shall be redeemed unless they are fully paid;
(iii) The premium, if any, payable on redemption shall have been provided for out of the profits of the company or out of the company’s share premium account, before the Shares are redeemed;
(iv) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which could otherwise have been available for dividend be transferred to a reserve fund to be called the “capital redemption reserve account”, a sum equal to the nominal amount of the share redeemed and the provisions of the Act relating to the reduction of the Share Capital of the company shall, except as provided in Section 60 of the Act, apply as if the capital redemption reserve account were paid-up Share Capital of the company.
(C) Subject to the provisions of Section 100 to 105 (both inclusive) Board may accept from any member on such terms and conditions as shall be agreed a surrender of all or any of his shares or may buy back such shares as may be permitted.

10 RIGHTS ISSUE OF SHARES AND RENUNCATION OR FURTHER ISSUE OF CAPITAL
Where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares whether out of the unissued capital or out of the increased share capital then:
(a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.
(b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than sixty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
(c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him in favour of any other person and the notice referred to in sub-clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
(d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner and to such person(s) as they may think fit in their sole discretion, if any.

11 ISSUE OF SHARES TO OTHERS
Notwithstanding anything contained herein above, the further shares aforesaid may be offered to any persons whether or not those persons include the persons referred to in sub-clause (a) of Article 12 hereto in any manner whatsoever:
(a) If a special resolution to that effect is passed by the Company in General Meeting;
(b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the Chairman) by the members who, on the record date, held or owned or were entitled to vote, for the time being, represent a majority of the members in relation to the shares eligible to be voted on in the general meeting, and
(c) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner and to such person(s) as they may think fit, in their sole discretion, if any.

12 RIGHTS TO CONVERT LOANS INTO CAPITAL
Nothing in this Article shall apply to the increase of subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company.
(a) To convert such debentures or loans into shares in the Company;
(b) To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise).
PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:
(a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the rules, if any, made by that Government in this behalf; and
(b) In the case of debentures or loans or other than debentures issued or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

13 ACCEPTANCE OF SHARES
Any application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these articles, and every person who thus or otherwise accepts any shares and whose name is on the register shall, for the purpose of these articles, be a Member.

14 RETURNS ON ALLOTMENTS TO BE MADE
The Board shall observe the restrictions as to allotment of shares to the public contained in Sections 69 and 70 of the Act, and shall cause to be made the returns as to allotment provided for in Section 75 of the Act.
MONEY DUE ON SHARES TO BE DEPOSITED WITH THE COMPANY

The money (if any) which the board shall, on the allotment of any shares being made by them require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall be immediately on the receipt of the name of allottees in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottees thereof, and shall be paid by them accordingly.

MEMBER OR HEIR TO PAY UNPAID AMOUNTS

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

EVERY MEMBER ENTITLED TO A CERTIFICATE

A) Every member shall be entitled, without payment to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or to such of the certificates held for him as he may, at any time, direct, and shall pay to the Company the amount of any certificate delivered to him.

B) JOINT OWNERSHIP OF SHARES

Any two or more joint allottees of a share shall be treated as a single member for the purpose of this article and the certificate of any share, which may be subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. The company shall comply with the provisions of Section 113 of the Act. If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the company, except voting at meetings and the transfer of the shares to the holder thereof, but the joint holders of shares shall be severally as well as jointly liable for payment of all installments and calls due in respect of such share, and for all incidents thereto according to the company's regulations.

DIRECTOR TO SIGN SHARE CERTIFICATES

A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

ISSUE OF DUPLICATE CERTIFICATES

If any certificate is worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, or upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Articles shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

E) Blank share certificates can be printed and the printing shall be done only on the authority of the resolution of the Board. The Managing Director of the Company for the time being or of the Company has no Managing Director, every Director of the company shall be responsible for maintenance, preservation and custody of all books and documents relating to the issue of share certificates.

RULES FOR ISSUE OF SHARE CERTIFICATES

The Company shall comply with such Rules or Regulation or requirements of any Stock Exchange as the same are published under Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or Rules applicable to the Company. The provisions of this Article shall determine apply to Delegates of the Company.

POWER OF COMPANY TO PAY UNDERWRITING & BROKERAGE

a) Subject to the provisions of the Act, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, or debenture stock of the company or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, debentures, or debenture stock of the Company.

b) The Company may also in any public issue, pay such brokerage as may be lawful.

INTEREST MAY BE PAID OUT OF CAPITAL

Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building, or the provision of any plant, which cannot be made profitable for a lengthy period, the company may pay interest on so much of that share capital as is for the time being paid up, for the period at the rate and subject to the conditions and restrictions provided under section 207 of the Act and may subject any necessary approvals as needed charge the same to capital as part of the cost of construction of the work or building or the provision of plant.

COMPANY TO HAVE LIEN

The company shall have a first and paramount lien upon all the shares/debentures (other than fully paid up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable upon such shares/debentures, and no equitable interest in any shares/debentures shall be created except upon the footing and condition that this Article will have to be full effect and such lien shall be to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed, the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien on any, on such shares. The Directors may at any time double any shares/debentures wholly or in part to be exempted from the provisions of this clause.

ENFORCING LIEN BY SALE

For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one or more of its members to execute a transfer thereof on behalf of and in the name of such member. No sale shall be made until such period as the Directors shall have arrived at and until notice in writing of the intention to sell have been served on such member or his representatives and default shall have been made by him in payment, satisfaction or discharge of such debts, liabilities or engagements for fourteen days after such notice.

APPLICATION OF SALE PROCEEDS

The net proceeds of any such sale shall be received by the Company and applied or inwards 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 lien for sums not presently payable as existing (upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.
BOARD TO HAVE RIGHT TO MAKE CALLS ON SHARES

The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution), make such calls as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and the date(s), time(s) and place(s) appointed by the Board. A call may be made payable by instalments.

NOTICE FOR CALL

THIRTY days notice in writing of any call shall be given by the Company specifying the date, time and places of payment and the person or persons to whom such call shall be paid.  

CALL WHEN MADE

The Board of Directors, may when making a call by resolution, determine the date on which such call shall be deemed to have been made not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no such date is fixed, a call shall be deemed to have been made at the time when the resolution authorising such call was at a meeting of the Board.

LIABILITY OF JOINT-HOLDERS ON A CALL

The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

BOARD TO EXTEND TIME TO PAY CALL

The Board may, from time to time at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the members as the Board may deem fit. Such extension, however, shall extend to the member or members whose call is fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

CALLS TO CARRY INTEREST

If a member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall be fixed by the Board the Board, but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

DUES DEEMED TO BE CALLS

Any sum, which by the terms of issues of a share becomes payable on allotment or at a fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of the Articles be deemed to be call duly made and payable on the date on which by the terms of issue the same may become payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses thereon or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

PROOF OF DUES IN RESPECT OF SHARES

On any trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the company in respect of his shares it shall be sufficient to prove that the name of the members in respect of whose shares the money is sought to be recovered, appears entered in the Register of members as the holder, or at subsequently to the date of which the money sought to be recovered is alleged to have become due the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member or his representatives issued in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who

made such call, not that a quorum of the Directors was present at the Board meeting at which any call was made was duly convened or constituted, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.

PAYMENT OF CALLS IN ADVANCE

The Directors may, if they think fit, subject to the provisions of section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at 6% as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividends. The directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable. The provisions of this Article shall mutatis mutandis apply to the calls on the Debentures of the Company.

BOARD TO HAVE RIGHT TO FORFEIT SHARES

If any member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may, at any time thereafter during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued by the Company by reason of such non-payment.

NOTICE FOR FORFEITURE OF SHARES

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

EFFECT OF FORFEITURE

If the requirements of any such notice as aforesaid were not complied with every or any share in respect of such notice has been given may at any time before payment of all calls or installments, interest, be forfeited by a resolution of the Board to that effect. such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

NOTICE OF FORFEITURE

When any share shall have been so forfeited notice of the forfeiture shall be given to the Member on whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice to or make any such entry as aforesaid.

FORFEITED SHARE TO BE THE PROPERTY OF THE COMPANY

Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of, either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.

MEMBER TO BE LIABLE EVEN AFTER FORFEITURE

Any member whose shares have been forfeited shall not withstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest in respect of such shares at the time of the forfeiture, together with the interest thereon from time to time of the forfeiture, together with the interest thereon from time to time of the forfeiture, at such rates as the Board may determine and the Board may enforce the payment thereof, as it thinks fit.
40 CLAIMS AGAINST THE COMPANY TO EXTINGUISH

The forfeiture of a share involves extinction, at the time of the forfeiture, of all interests in and all claims and demands against the company, in respect of the share and all other rights incidental to the share, not only such of those rights as by these Articles are expressly saved.

41 NOTICE OF FORFEITURE

An intimation in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons therein claiming to be interested in the shares.

42 EFFECTING SALE OF SHARES

Upon any sale after forfeiture or for enforcing a lien in pursuance to the powers hereinafter given, the Company may appoint some person to execute an instrument of transfer of the shares sold, cause the purchaser's name to be entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damage only and against the company exclusively.

43 CERTIFICATES OF FORFEITED SHARES TO BE VOID

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no affect, and the directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

44 BOARD ENTRAINED TO CANCEL FORFEITURE

The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.

45 PARTIAL PAYMENT NOT TO PRECLUDE FORFEITURE

Neither a judgment nor a decree in favour of the Company, for calls or other moneys due in respect of any share, nor any part payment or satisfaction there under, nor the receipt by the Company of a portion of any money which shall from time to time be due from any member to the company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

46 REGISTER OF TRANSFERS

The Company shall keep a Register of Transfers and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares.

47 INSTRUMENT OF TRANSFER

The instrument of transfer of any share shall be in writing and all the provisions of Section 106 of the Companies Act, 1956 and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and registration thereof.

48 EXECUTING TRANSFER INSTRUMENT

Every instrument of transfer shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the register of members in respect thereof. The instrument of transfer shall be in respect of only one class of shares and should be in the form prescribed under the Act.

49 ENFORCEMENT OF TRANSFER

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at their discretion, direct an enforcement of the transfer and the name of the transferee and other particulars on the existing share certificate and authorise any Director or officer of the company to authenticate such certificate and such endorsement on behalf of the company or directing the issue of a fresh Share Certificate, in lieu of and in cancellation of the existing share, in the name of the transferor.

50 CLOSING REGISTER OF TRANSFERS AND OF MEMBERS

The Board shall have power on giving not less than seven days previous notice by advertisement in a newspaper circulating in the district in which the registered office of the Company is situated to close the transfer books, the register of members or register of debenture holders at such time or times and for such periods or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year as it may seem expedient.

51 DIRECTORS MAY REFUSE TO REGISTER TRANSFERS

Subject to the provisions of section 111 of the Act and section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the company has lien on the shares, transfer of shares or other securities in whatever form shall not be refused.

52 TRANSFER OF PARTLY PAID SHARES

Where in the case of partly paid shares, an application for registration or is to be made by the transferee the Company shall give notice of the application to the transferor in accordance with the provisions of Section 110 of the Act.

53 SURVIVORS OF JOINT HOLDERS RECOGNISED

In case of the death of any one or more persons named in the Register of Members as the joint holders of any shares, the survivors shall be the only person recognised by the company as having any title to or interest in such share but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

54 TITLE TO SHARES OF DECEASED MEMBERS

The executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased member (not being one or two joint holder) shall be the only person recognised by the Company as having any title to the shares registered in the name of such member, and the company shall not be bound to recognise such executors or administrators or holders of a Succession Certificate or the legal representatives unless they have first obtained a probate or letter of administration or Succession Certificate, as the case may be, from a duly Court in the Union of India and a clearance certificate from the Fiduciary Authority; provided that in any case where the Board in its absolute discretion, thinks fit, the Board may disapprove with the production of probate or Letters of Administration or Succession Certificate, upon such terms as to indemnify or otherwise as the Board in its absolute discretion may think necessary and register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member, as a member.

55 TRANSFER NOT PERMITTED

No share shall in any circumstances be transferred to any infant, insolvent, or person of unsound mind, except fully paid shares through a legal guardian.

56 INSTRUMENT OF TRANSFER TO BE STAMPED

Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board may require to prove the title of the transferor and the transferee of the share and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.
SHARE CERTIFICATES TO BE SURRENDERED

Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in Section 108) properly stamped and executed instrument of transfer.

NO FEES TO BE CHARGED FOR TRANSFER

No fees shall be charged for registration of transfers of any shares or debentures. No fee shall also be charged for registration of probate, letters of administration or other small documents.

COMPANY NOT LIABLE TO NOTICE OF EQUITABLE RIGHTS

The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable rights, title or interest to or in the said shares, notwithstanding that the company may have had notice of such equitable rights or referred therein in any books of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given by any equable rights, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of the company but the company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

TRANSMISSION OF SHARES

Subject to the provisions of the Act and these articles, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these articles, may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence as it holds to be sufficient to the satisfaction of the Board on which the Board thinks sufficient either to be registered himself as the holder of the shares or elect to have some person nominated by and approved by the Board registered as such holder, provided nevertheless that if such person elect to have his nominee registered he shall also obtain by executing in favour of the Company an instrument of transfer in accordance with the provisions herein contained and unless he does so, he shall not be, held from any liability in respect of the shares.

RIGHTS ON TRANSMISSION

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

A. Dematerialisation of Securities

For the purpose of this article unless the context otherwise requires:

(i) Beneficial owner

Beneficial Owner means the Beneficial Owner as defined in clause (a) of sub-section (1) of section 2 of depositories Act, 1995.

(ii) Bye-Laws


(iii) Depositories Act

Depositories Act means the Depositories Act, 1995 and any statutory modifications or re-enactment thereof at the time being in force.

(iv) Depository

Depository means a Company formed and registered under the Companies Act, 1956 (1 of 1956) (the Act) and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).

(v) Record

Record includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by regulations made by SEBI.

(vi) Regulations

Regulations means the regulations made by SEBI.

(vii) SEBI: SEBI means Securities Exchange Board of India.

(viii) Security: Security means such security as may be specified by SEBI from time to time.

(ix) Shareholder or Member: Shareholder or Member means the duly registered holder, from time to time, of the shares of the company and includes the subscribers to the memorandum of association of the company and also every person holding equity shares and for preference shares of the company as also one whose name is entered as Beneficial Owner of the shares in the records of a Depository.

(B). Dematerialisation of Securities

Notwithstanding anything contained in this article the company shall be entitled to dematerialise or re-materialise its shares, debentures and other securities (both existing and future) held by it with the Depository and to offer its shares debentures and other securities for substitution in a dematerialised form pursuant to the Depositories Act, 1995 and the rules framed there under.

(C) Option for Investors:

Every person subscribing to securities offered by the company shall have the option to receive the security certificates or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act, and the company shall, in the manner and within time prescribed, issue, to the beneficial owner the required certificates of securities. Where a person opts to hold his security with a depository, the company shall intimate such Depository the details of allotment of the security, and on receipt of such information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the security.

(D) Securities in Depositories to be in fungible form:

All securities held by a Depository shall be dematerialised and in fungible form. No certificate shall be issued for the securities held by the Depository. Nothing contained in Section 193, 153A, 153B, 187B, 187C, and 372 of the Act shall apply to a Depository in respect of the securities held on behalf of the beneficial owners.

(E) Rights of Depositories and Beneficial Owners:

(i) Notwithstanding anything contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the Beneficial Owner.

(ii) Save as otherwise provided in (i) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(iii) Every person holding securities of the Company and whose name is entered as a Beneficial Owner in the records of the Depository shall be deemed to be a member of the Company. The Beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by a Depository.
(F) Depository System Institution

Notwithstanding anything contained in the Companies Act, 1956 or any other laws, where the securities are held in a Depository, the records of the Depository or any other depository service by such Depository on the company by means of electronic media or delivery of copies and discs.

(G) Option to opt out in respect of any security

If a beneficial owner seeks to opt out of a Depository in respect of any security, the beneficial owner shall inform the Depository accordingly. The Depository shall, on receipt of the intimation as above, make appropriate entries in its record and shall inform the company accordingly.

The company shall, within thirty days of the receipt of intimation from the Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial investor or the transferee as the case may be.

(h) intimation to Depository

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

(i) Transfer of Securities

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfers or securities held in Depository.

(j) Section 92 and Section 108 of the Companies Act, 1956 not to apply

Notwithstanding anything to the contrary contained in the Articles:-

a) Section 92 of the Act shall not apply to the shares with a Depository;

b) Section 108 of the Act shall not apply to transfer of security effected by the transferor and transferee both of whom are beneficial investors in the records of Depository

(k) Stamp Duty on securities held in dematerialised form

No stamp duty would be payable on shares and securities held in dematerialised form in any medium as may be permitted by law including any form of electronic medium.

(l) Applicability of the Depositories Act

In case of transfer of shares, debentures and other marketable securities, where the Company has not issued any certificate and where such shares, debentures or securities are being held in an electronic and fungible form in a Depository, the provisions of the Depositories Act, 1996 shall apply.

(M) Company to recognise the rights of registered holders as also the beneficial owners in the records of the Depository

Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share, as also the Beneficial Owner of the shares in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus or service of notices and all or any other matters connected with the Company, and accordingly, the Company shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognise any tenancy, trust or equity or equitable, contingent or other interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.

(N) Register and index of Beneficial Owners:

The Company shall cause to be kept at its Registered office or at such place as may be decided by the Board of Directors, the Register and index of members in accordance with Section 150 and 151 and other applicable provisions of the Companies Act, 1956 and the Depositories Act, 1996 with the details of shares held in physical and dematerialised form in any media as may be prescribed by law including any form of electronic media.

The Register and index of Beneficial Owners maintained by a Depository under Section 11 of the Depositories Act, 1996 shall also be deemed to be the Register and index of members for the purpose of the Companies Act, 1956 and any amendment or re-enactment thereof. The Company shall have power to keep in any state of country outside India, a Register of Members for the residents in that state or country.

(O) Shares to be numbered progressively and Distinctive number of securities held in a Depository

The share in the capital shall be numbered progressively according to their serial dematerialised form. Provided however that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialised or may be dematerialised in future, or issued in future in dematerialised form. Except in the manner herein before mentioned, no share shall be subdivided. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

8. Nomination of Shares:

1. Every holder of Shares or holder of Debentures of the Company, at any time, nominate, a person to whom his shares or debentures of the Company shall vest in the event of his death.

2. Where more than one person holds the shares or debentures of the Company jointly, the joint holders may together nominate, in the prescribed manner, a person to whom the rights in the shares or debentures of the Company shall vest in the event of death of all the joint holders.

3. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares or debentures of the Company, where a nomination made in the prescribed manner purports to entitle any person the right to vest the shares in, or debentures of the Company, the nominee shall, on the death of the shareholder or holder of debentures of the Company, as the case may be, take the shares held in the name of such shareholder or debentures of the Company or as the case may be, vest the shares in, or debentures of the Company to the exclusion of all other persons, unless the nomination is invalid or cancelled in the prescribed manner.

4. Where the nominee is a minor, it shall be lawful for the holder of the shares or holder of the debentures to make the nomination to appear to the prescribed nominee, any question to become entitled to shares in or debentures of the Company, in the event of his death, during the minority.

62 COPIES TO BE SENT TO REQUEST

Copies of the Memorandum and Articles of Association of the company and other documents referred to in Section 29 of the Act shall be sent by the company to every member at his request within seven days of the request on payment of such sum as may be prescribed.

63 RIGHT TO ISSUE SHARE WARRANTS

The company may by Special Resolution issue share warrants subject to and in accordance with the provisions of Section 114 and 115 of the Act, and accordingly the board may, in its discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the board may from time to time require, to issue a warrant.

64 RIGHT OF WARRANT HOLDERS

(i) The bearer of the share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depository shall have the same right as
73. **NOTICE FOR GENERAL MEETINGS**

All General Meetings shall be convened by giving not less than twenty-one days' notice, excluding the day on which the notice is served or deemed to be served (i.e., an expiry of 48 hours after the letter stating the same is posted) and the date of the meeting, specifying the place and hour of the meeting and in case of special business, the nature of that business shall be given in the manner mentioned in Section 173 of the Act. Notices shall be given to all the shareholders and to such persons as are under the Act and/or these regulations entitled to receive such notice from the company but any accidental omission to give notice to or non-receipt of the notice by any member shall not invalidate the proceedings of any General Meeting.

74. **SHORTER NOTICE ADMISSIBLE**

With the consent of all the members entitled to vote at an Annual General Meeting or with the consent of the members holding 95 percent of such part of the paid-up share capital of the company as gives a right to vote at any other general meeting may be convened by giving a shorter notice than twenty-one days.

75. **SPECIAL AND ORDINARY BUSINESS**

a) All business shall be deemed special business transacted at an Extra-Ordinary Meeting and all the business transacted at an Annual General Meeting with the exception of declaration of dividend, the consideration of the accounts, balance sheet and the reports of the board and auditors, the election of directors in place of those retiring by rotation and the appointment of and the fixing up of the remuneration of the auditors.

b) In case of special business as aforesaid, an explanatory statement as required under Section 173 of the Act shall accompany the notice of the meeting.

76. **QUORUM FOR GENERAL MEETING**

Five members or such other number of members as the law for the time being in force prescribes, entitled to be and personally present shall be quorum for a general meeting and no business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the meeting.

77. **TIME FOR QUORUM AND ADJOURNMENT**

If, within an hour from the time appointed for a meeting, a quorum is not present, the meeting, if addressed to the same day in the next week at the same time and place and if at the adjourned meeting also a quorum is not present within an hour from the time appointed for the meeting, the meeting present shall be the quorum.

78. **CHAIRMAN OF GENERAL MEETINGS**

The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the company.

79. **ELECTION OF CHAIRMAN**

If there is no such chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose another director as chairman, and if no director be present or if all the directors decline to take the chair, then the members present shall choose someone of their number to be the chairman.

80. **ADJOURNMENT OF MEETING**

The Chairman may, with the consent of any meeting at which a quorum is present, and shall in all such cases be an adjourned meeting, adjourn that meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as nearly as may be in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

81. **VOTING AT MEETING**

At any General Meeting, a resolution put to the vote at the 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 in accordance with the provisions of Section 179 of the Act. Unless a poll is so demanded, a declaration by the Chairman
83 VOTING RIGHTS OF MEMBERS

84 By him have been paid. or in any way. the Company may be appointed as Chairman of the meeting.

85 A demand for a poll shall not prevent the continuance of a meeting of the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn by a shareholder or other person entitled to vote for such shareholder.
ADDITIONAL DIRECTORS

The Board of Directors shall have power at any time, and from time to time, to appoint one or more persons as Additional Directors provided that the number of Directors and Additional Directors together shall not exceed the maximum number fixed. An Additional Director so appointed shall hold office from the date of the next Annual General Meeting of the Company and shall be eligible for re-election by the Company at that Meeting.

ALTERNATE DIRECTORS

The Board of Directors may appoint an Alternate Director to act for a Director (hereinafter called the original Director) during the absence of the original Director from the State in which the meetings of the Board are ordinarily held for a period of not less than three months. An Alternate Director so appointed shall vacate office if and when the original Director returns to the State in which the meetings of the Board are ordinarily held. If the term of the office of the original Director is determined before he so returns to the State aforesaid, any provision for the automatic reappointment of Alternate Director in default of another appointment shall apply to the original and not to the Alternate Director.

RENUMERATION TO DIRECTORS

Every Director (including the ex-officio Director) other than the Managing Director and the whole-time Director shall be paid a sitting fee not exceeding such sum as may be prescribed by the Act or the General Government from time to time for each meeting of the Board of Directors or any Committee thereof attended by him and shall be paid in addition thereto all travelling, hotel and other expenses properly incurred by him in attending and returning from the meetings of the Board of Directors or any Committee thereof or General Meeting of the Company in connection with the business of the Company and from any place.

RENUMERATION FOR EXTRA SERVICES

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from the town in which the Registered Office of the Company may be situated for any purpose of the Company or in giving any special attention to the business of the Company or as a member of the Board, then subject to the provisions of the Act, the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

CONTINUING DIRECTORS MAY ACT

The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a General Meeting of the company but for no other purpose.

VACATION OF OFFICE OF DIRECTOR

The Office of a Director shall be deemed to have been vacated under the circumstances enumerated under Section 263 of the Act.

EQUAL POWER TO DIRECTORS

Except as otherwise provided in these Articles, all the Directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the company.

NUMBER OF DIRECTORS TO RETIRE EVERY YEAR

At the Annual General Meeting of the Company to be held in every year, one third of each of the Directors as are liable to retire by rotation for time being or, if their number is not three or a multiple of three, then the number nearest to one third shall retire from office, and they shall be eligible for re-election.

CERTAIN DIRECTORS NOT TO RETIRE

The Managing Director or the nominee Director or the Directors appointed as a Debarred Director, Special Director or ex-officio Director or an additional Director under Articles hereeto shall not retire by rotation under this Article nor shall they be included in calculating the total number of directors of whom one third shall retire from office under the Article.

EX-OFFICIO DIRECTORS

The term ex-officio Directors wherever occurring in these Articles shall mean and include the Managing Director(s) Whole time Director appointed under Article 137, a Director appointed under Article 115, a Director appointed in pursuance of Articles 134 and 135.

RETIRING DIRECTORS ELIGIBLE FOR REELECTION

A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid may fill the vacant office by electing a person therefor.

WHICH DIRECTOR TO RETIRE

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who become Directors on the same Day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

RETIRING DIRECTOR TO REMAIN IN OFFICE

Subject to the provisions of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacant Director(s) is not filled up and the meeting has not expressly resolved not to fill the vacancy, the Meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of the retiring Director(s) not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the retiring Director(s) or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned Meeting.

INCREASE OR REDUCTION IN THE NUMBER OF DIRECTORS

Subject to the provisions to the Section 252, 255, 259, the Company in general meeting may by ordinary resolution increase or reduce the number of its directors within the limits fixed by Article 94.

POWER TO REMOVE DIRECTORS BY ORDINARY RESOLUTION

Subject to the provisions of the Act, the Company may by an ordinary resolution in General Meeting remove any Director before the expiration of his period of office, and may, by an ordinary resolution appoint another person instead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Directors.

RIGHT OF PERSONS OTHER THAN RETIRING DIRECTORS TO STAND FOR DIRECTORSHIP

A person not being a retiring Director shall be eligible for appointment to the office of a Director at any General Meeting if he be or some other member intending to propose him as a Director has not less than 14 days before the meeting, sent at the office of the Company, a notice in writing under his hand signifying his candidature for the office of the Director or the intention of such member to propose him as a candidate for that office as the case may be, and with the prescribed deposit amount which shall be refunded to such person or as the case may be, to such member if the person succeeds in getting elected as Director.

DISCLOSURE OF INTEREST BY DIRECTORS

Subject to the provisions of Sections 297, 299, 300, 302, and 314 of the Act, the Directors shall not be disqualified by reason of his or her office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise, nor shall any such contract or arrangement entered into by the Company with such Director or with any Company or partnership in which such person or any member of his or her family is a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of fiduciary relation thereby established
120 QUESTIONS HOW DECIDED

(a) Save as otherwise expressly provided in the Act, a meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authority, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.

(b) In case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a Director.

121 ADJOURNMENT OF MEETING FOR WANT OF QUORUM

If a meeting of the Board could not be held for want of quorum then the meeting shall automatically stand adjourned to such other date and time as may be fixed by the Chairman not earlier than seven days from the date originally fixed for the meeting and if the Chairman does not fix such date and time, on the original date itself, it shall be deemed to have been fixed for the seventh day from the original date and at the time and place as notified for the original meeting and II at such adjourned meeting the quorum at such adjourned meeting one third of the total strength of the Board subject to a minimum of three is present they shall notwithstanding anything to the contrary contained in article 120 shall constitute the quorum. At such adjourned meeting no item other than that set out in the agenda for such board meeting shall be considered and any decision of the Board contrary thereto shall be void and of no effect.*

122 ELECTION OF CHAIRMAN OF BOARD

(a) The Board may elect a Chairman of its meeting and determine the period for which it is to hold office

(b) If no such Chairman is elected, or if any meeting the Chairman is not present within fifteen minutes alter the time appointed for holding the meeting, the Directors present may choose one among themselves to be the Chairman of the Meeting.

123 DELEGATION OF POWERS

(a) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of the body as it thinks fit.

(b) Any Committee so formed shall, in the exercise of the power so delegated, confirm to any regulations that may be imposed on it by the Act shall apply accordingly.

124 ELECTION OF CHAIRMAN OF COMMITTEE

(a) If the Chairman of the Board is a member of the Committee, he shall preside over all meetings of the Committee. If the Chairman is not a member thereof, the Committee may elect a Chairman of its meeting. If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the members present may elect one among themselves to be the Chairman of the Meeting.

(b) The quorum of a Committee may be fixed by the Board of Directors and shall not be less than two if the Committee is of a single member or two members, and the quorum shall be one if the Committee is of more than two members.

125 QUESTIONS HOW DETERMINED

Questions arising at any meeting of a Committee shall be determined by the sole member of the Committee or by a majority of votes as the members present as the case may be and in case of an equality of vote, the Chairman shall have a second or casting vote. In addition to his vote as a member of the Committee.

126 MEETING OF COMMITTEE HOW TO BE GOVERNED

Subject to these Articles, the meeting and proceedings of any Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and regulations made by the Board in accordance with these presents.
127 VALIDITY OF ACTS DONE BY BOARD OR A COMMITTEE
All acts done by any meeting of the Board or a Committee thereof, or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that the same was done in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified, be as valid as if such Director or such person had been duly appointed and was qualified to be a Director.

128 RESOLUTION BY CIRCULATION
Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the Board of Directors when in India, and to all the Directors or members at their usual addresses in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote on the resolution, shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board of Directors duly convened and held.

129 POWERS OF THE BOARD
The Board may exercise all such powers of the company and do all such acts, deeds and things as are not, by the Act or by the Memorandum or by the Articles of the company, required to be exercised by the company in general meeting subject nevertheless to these articles, to the provisions of the Act or any other act and to such regulations not being inconsistent with theforesaid regulations or provisions as may be prescribed by the company in general meeting, but no resolution made shall invalidate any prior act of the Board which would have been valid if that resolution had not been made.

130 BORROWING
A) Subject to the provisions of the Act, and without prejudice to the power conferred by any other article or articles of the company, the Board may, from time to time at their discretion, either as a whole or in such combinations as the Board shall think fit, raise or borrow such sum or sums of money as they may from time to time think fit, for the purpose of the Company or to meet any extraordinary expense, and for this purpose may, with the consent of the Board, enter into such contracts, sell and convey such property and rights, and do and suffer all acts and things necessary for the purposes aforesaid.

B) The Board may from time to time at their discretion, either as a whole or in such combinations as the Board shall think fit, raise or borrow such sum or sums of money as they may from time to time think fit, for the purpose of the Company or to meet any extraordinary expense, and for this purpose may, with the consent of the Board, enter into such contracts, sell and convey such property and rights, and do and suffer all acts and things necessary for the purposes aforesaid.

C) Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as aforesaid shall specify the total amount upon which moneys may be borrowed by the Board of Directors.

D) Subject to the provisions of the above sub-clause, the Directors may, from time to time, at their discretion, raise or borrow such sum or sums of money as they may from time to time think fit, for the purpose of the Company, at such time and in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by preference notes or by opening current accounts or by receiving deposits and advances with or without security or by the issue of bonds, purporting to be redeemable debentures (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, goods or other property and securities of the Company, or by such other means as they may seem expedient.

E) The Directors may by a resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a Committee of Directors or the Managing Director, if any, within the limits prescribed.

131 ASSIGNMENT OF DEBENTURES
Such debentures, debenture-stock bonds or other securities may be made assignable free from any obligations between the Company and the person to whom the same may be issued.

132 TERMS OF ISSUE OF DEBENTURES
Any debenture, debenture-stock or other security may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at general meeting, appointment of directors and otherwise debentures with the right to conversion into or allotment of shares be issued only with the consent of the company in general meeting accorded by a special resolution.

133 DEBENTURE DIRECTORS
Any Trust Deed for securing debentures or debenture stock may be arranged so that the appointment from time to time of the trustee thereof by or the holders of debentures or debenture stock of some person to be a Director of the Company and may empower such trustee or holders of debentures or debenture-stock from time to time to remove any director so appointed. A Director appointed under this Article is herein referred to as a "Debenture Director" and the Debenture Director means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualificiation shares and shall not be liable to retire by rotation or be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provision shall have effect notwithstanding any of the other provisions herein contained.

134 NOMINEE DIRECTORS
A) So long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), Industrial Credit and Investment Corporation of India Limited (ICICI), Shipbuilding Credit and Investment Corporation Limited (SCICI), Industrial Reconstruction Bank of India (IRBI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Insurance Company Limited (NIC), Unit Trust of India Insurance Company Limited (UTICO), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UI), or a State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of which is hereinafter in this Article referred to as "the Corporation") or Venture Capital Institutions, incorporated in or outside India, out of any loans/ debentures assistance granted by them to the Company so long as the Corporation holds or continues to hold Debentures/shares in the Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole-time or non-whole-time, (which Director or Directors shall be referred to as "Nominees Directors") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their stead.

B) The Board of Directors of the Company shall have no power to remove from office the Nominee Directors.
The Board may from time to time, delegate to the Managing Director or Whole-time Director such of their powers and duties and subject to such limitations as they may deem fit. The Board may from time to time revoke, withdraw alter or vary all or any of the powers of the Managing Director or Whole-time Director as the case may be, to such nominees Directors.

The Managing Directors/Whole-time Directors may exercise all the powers entrusted to them by the Board of Directors in accordance with the Board's direction.

Remuneration of Managing Directors/Whole-time Directors

Subject to the provisions of the Act and subject to such sanction of the Central Government as may be required for the purpose, the Managing Directors/Whole-time Directors shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Company in General Meeting may from time to time determine.

Reimbursement of Expenses

The Managing Directors/Whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint past time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such past time employees.

POWERS AND RESPONSIBILITIES OF MANAGING DIRECTORS/WHOLE-TIME DIRECTORS

The Managing Directors/Whole-time Director shall have, subject to the supervision, control and direction of the Board, the management of the whole of the business of the Company and of all its affairs and shall exercise all powers and perform all duties in relation to the management of the affairs and transactions of the Company, except such powers and such duties as are required by law or by these presents to be exercised or done by the Company in General Meeting or by the Board of Directors and also subject to such conditions or restriction imposed by the Act or by these presents.

The Board, from time to time, may delegate to the Managing Director or Whole-time Director such of their powers and duties and subject to such limitations as they may deem fit. The Board may from time to time revoke, withdraw, alter or vary all or any of the powers of the Managing Director or Whole-time Director by the Board by these presents.
RETENTION OF DIVIDENDS UNTIL COMPLETION OF TRANSFER UNDER ARTICLE 56

Subject to the provisions of the Act, the Board may retain the dividends payable upon shares in respect of which any person is, under Article 56 entitled to become a member, or any person entitled under the Article is entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same.

RECEIPT OF JOINT HOLDERS

Any one of two or more joint holders of a share may give effectual receipt for any dividends, bonus or other moneys payable in respect of such shares.

UNPAID OR UNCLAIMED DIVIDEND

Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 42 days from the date of declaration to any shareholders entitled to the payment of the dividend, the company shall within 7 days from the date of expiry of the said 42 days, open a special account in that behalf in any Scheduled Bank called “Unpaid Dividend of INDORE UTTAS TOLLWAYS LIMITED” and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.

Any amount transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of three years from the date of such transfer, shall be transferred by the Company to the general revenue account of the Central Government. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholders to whom the money is due. No unclaimed or unpaid dividend shall be forfeited by the Board.

TRANSFER OF SHARES NOT TO PASS RIGHT TO DIVIDENDS

Subject to the provisions of Section 206A of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

CAPITALISATION OF PROFITS

a) The Company in General Meeting may on recommendation of the Board, resolve:

(i) That it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company’s reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and

(ii) That such sum be accordingly set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion.

b) The sum so authorised shall not be paid in cash but shall be applied, either in or towards:

(i) Paying up any amounts for the time being unpaid on shares held by such members respectively;

(ii) Paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or

(iii) Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

The Board shall give effect to the resolutions passed by the Company in pursuance of this regulation.

POWER OF DIRECTORS FOR DECLARATION OF BONUS

a) Whenever such a resolution as aforesaid shall have been passed, the Board shall

(i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares, if any, and

(ii) generally do all acts and things required to give effect thereto

b) The Board shall have full power to

(i) make such provision, by the issue of fractional certificates or by payments in cash or otherwise in case of shares or debentures becoming distributable in fraction, and
BOOKS OF ACCOUNT TO BE KEPT

(a) The Board of Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company, and of all the assets, credits and liabilities of the Company.

(b) If the Company shall have a Branch Office, whether in or outside, proper books of account relating to the transactions effected at that office shall be kept at the office, and proper summaries made up-to-date at frequent intervals shall be sent by the Branch Office to the Company at its registered office or to such other place in India, as the Board thinks fit, where the main books of the Company are kept.

(c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its Branch Office, as the case may be, with respect to the matters aforesaid, and explain its transactions.

WHERE BOOKS OF ACCOUNTS ARE TO BE KEPT

The Books of Accounts shall be kept at the Registered Office or at such place in India as the Directors think fit.

INSPECTION OF ACCOUNTS OR BOOKS BY MEMBERS

The Board shall from time to time determine whether and to what extent and at what times and places and under what rules or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or books or documents of the company except as conferred by law or authorised by the Board. Provided however notwithstanding anything to the contrary contained here in above members shall, so long as they are members of the company, have a right to inspect the accounts and books of the company through their authorised representatives.

BOARDS' REPORT TO BE ATTACHED TO BALANCE SHEET

(a) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the board of directors with respect to the state of the Company's affairs; the amounts if any, which is proposes to carry to any Reserves in such Balance Sheet; and the amount, if any, which it recommends to be paid by way of dividend, material changes and commitments if any affecting the financial position of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet relates and the date of report.

(b) The Report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members and will not be in the Board's opinion be harmful to the business of the Company or any of its subsidiaries, deal with any changes which have occurred during the financial year in the nature of the Company's business, or its subsidiaries or in the nature of the business carried on by them and generally in the classes of business in which the Company has an interest.

(c) The Board's Report shall also include a statement showing the name of every employee of the Company who was in receipt of such sum as remuneration as may be prescribed by the Act or the Central Government from time to time during the year to which the Report relates.

(d) The Board shall also give the fullest information and explanation in its report in cases failing under the proviso to Section 222 in an addendum to that report, on every reservation, qualification or adverse remark contained in the Auditor's Report.

ACCOUNTS TO BE AUDITED

Every Balance Sheet and Profit & Loss Account shall be audited by one or more Auditors to be appointed as hereafter in this Act provide.

APPOINTMENT OF AUDITORS

(a) The first Auditor of the Company shall be appointed by the Board of Directors within one month of the date of registration of the Company. The Auditor or Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting, Provided that

(i) The Company may, at a General Meeting, remove any such Auditor or any of such Auditors and appoint in his or their places any other person or persons who have been nominated for appointment by any member of the Company and of whose nomination a special notice has been given to the members of the Company not less than fourteen days before the date of the meeting; provided

(ii) If the Board fails to exercise its powers under this clause, the Company in General Meeting may appoint the first auditor or auditors.

(b) The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and every Auditor so appointed shall be estated of his appointment within thirty days.

(c) Where at an Annual General Meeting, no Auditors are appointed, the Central Government may appoint a person to fill the vacancy.

(d) The Company shall within seven days of the Central Government's power under sub-clause(c) becoming exercisable, give notice of it to the Government.

(e) The Directors may fill any casual vacancy in the office of an Auditor, but while any such vacancy continues, the remaining Auditors (if any) may act. However, where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in a General Meeting.

(f) A person, other than a retiring Auditor, shall not be capable of being appointed as an Auditor at an Annual General Meeting unless special notice of a resolution of appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Sec. 190 and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members of the Company in accordance with the provisions of Sec. 190 and all the other provisions of Section 225 shall apply in the matter. The provisions of this sub-clause shall also apply to a resolution that a retiring auditor shall not be reappointed.

(g) The persons qualified for appointment as Auditors shall be only those referred to in Section 225 of the Act.

AUDIT OF BRANCH OFFICES

The Company shall comply with the provisions of the Act in relation to the audit of the accounts of Branch Offices of the Company.

REMUNERATION OF AUDITORS

The remuneration of the Auditors shall be fixed by the Board as authorised in General Meeting from time to time.

ACCOUNTS TO BE CONCLUSIVE

Every account of the Company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein, within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and that correction be conclusive.
SERVICE OF DOCUMENT ON THE COMPANY

A document may be served on the Company or an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post under a certificate of posting or by Registered Post, or by leaving it at the Registered Office.

HOW DOCUMENT IS TO BE SERVED ON MEMBERS

a) A document which expression for the 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 on or sent to any member by the Company or any person duly appointed by it to serve such document, or by the person entitled to any shares registered in the name of the member or in the name of another person in their place.

b) All notices shall, with respect to any registered share to which persons are entitled jointly, be given to the persons named first in the Register and notice so given shall be sufficient notice to all the holders of such share.

c) Where a document is sent by post the service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member, and unless the contrary is proved, such service shall be deemed to have been effected:

(i) in the case of a notice of a meeting, at the expiration of 48 hours of the letter containing the notice is posted;

(ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

MEMBERS TO NOTIFY ADDRESS IN INDIA

Each registered holder of shares shall from time to time notify in writing to the Company some place in India to be registered as his address and such registered place of address shall for all purposes be deemed his place of residence.

SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS

If a member has no registered address in India, and has not supplied to the Company an address within India, for the giving of the to him, a document advertised in a newspaper circulating in the neighborhood of the Registered Office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.

SERVICE ON PERSONS ACQUIRING SHARES ON DEATH OR INSOLVENCY OF MEMBERS

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post to each person so entitled addressed to them by name or by the title or representatives of the deceased, or assignees of the insolvent or by any like description at an address in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred.

PERSONS ENTITLED TO NOTICE OF GENERAL MEETINGS

Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given:

(i) to all the members of the Company as provided by Articles 187 or as authorised by the Act;

(ii) to all the persons entitled to a share in consequence of the death or insolvency of a member as provided by Article 170 or as authorised by the Act;

(iii) to the Auditor or Auditors for the time being of the Company, in the manner authorised by Article as he may require of any member or members of the Company.

NOTICE BY ADVERTISEMENT

Subject to the provisions of the Act, any document required to be served or sent by the Company on or to the members, or to any of them and not expressly provided for by these Articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the District in which the Registered Office is situated.

MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS

Every person by whom the operation of law, transfer, or other means whatsoever, shall become entitled to any shares shall be bound by every document in respect of such share which, previously to his name being entered on the Register, shall have been duly served on or sent to the person from whom he derived his title to such share.

SIGNING OF NOTICE

Any notice to be given by the Company shall be signed by the Managing Director or by such Director or Officer as the Board may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.

AUTHENTICATION OF DOCUMENTS AND PROCEEDINGS

Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director, the Managing Director, the Secretary, or an authorised officer of the Company and need not be under its seal.

APPLICATION OF ASSETS

Subject to the provisions of the Act as to preferential payments, the assets of the Company shall on its winding up, be applied in satisfaction of its liabilities pari passu and, subject to such application, shall be distributed among the members according to their rights and interest in the Company.

DIVISION OF ASSETS OF THE COMPANY IN SPECIE AMONG MEMBERS

If the Company shall be wound up whether voluntarily or otherwise, the liquidators may, with the sanction of a special resolution divide among the contributors in specie or kind, any part of the assets of the Company, and may with like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributors or any of them, as the liquidators shall think fit. In case any shares are to be divided as aforesaid involve a liability to call or otherwise any persons entitled under such division to any of the said shares may within ten days after the passing of the special resolution by notice in writing direct the liquidators to sell the proportion and pay the net proceeds, and the liquidators shall, if practicable, act accordingly.

DIRECTOR'S AND OTHER RIGHT TO INDEMNITY

a) Subject to the provisions of the Act, the Managing Director, the Director, Secretary and other Officer or Employee of the Company shall be indemnified against any liability, and shall be the duty of Directors out of the funds of the Company to pay, all costs and expenses (including travelling expenses) which any such Director, Officer or Employee may incur in connection with any application under Section 393 of the Act in which relief is given to him by the Court.

b) Any notice or other act for conformity thereto or for any loss or expenses happening to the Company.
DUTIES OF OFFICERS TO OBSERVE SECRECY

Every Director, Manager, Auditor, Treasurer, Trustee, Member of Committee, Officer, Servant, Agent, Accountant or other persons employed in the business of the company shall be required by the Directors before entering upon his duties sign a declaration pledged himself to observe strict secrecy respecting all transactions and affairs of the company, with the customers and the state of accounts with individuals and in matters relating thereto and shall be such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Board or by law or by the person to whom such matters relate, except so far as may be necessary in order to comply with any of the provisions of these presents contained.

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<td>Sd/- GAYATRI INFRA VENTURES LIMITED # 6-3-1090, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500 082 Date of Incorporation 23/01/2008 Occ: Body Corporate Represented by: T.V. Sandeep Kumar Reddy S/o. T. Subbarami Reddy # 6-2-331/2A, Road No. 3, Banjara Hills, Hyderabad - 500 034 Date of Birth: 20/04/1967 Occ: Business Resolution dated: 15/02/2010</td>
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<tr>
<th>Sl. No.</th>
<th>Names, Descriptions, Occupations, and addresses of Subscribers with their Signature</th>
<th>Names, Address, Description, Occupation and Signature of the witness</th>
</tr>
</thead>
</table>
| 04.    | Sd/- J.RU MOHAN REDDY  
Sr. J Chenna Krishna Reddy  
# 8-2-618, Road No. 11, Banjara Hills,  
Hyderabad - 500 034.  
DOB: 20/09/1941  
Occ: Business |  |
| 05.    | Sd/- K.G. NAIDU  
Sr. K Chinnam Naidu  
# Fl. No. 406, Sri Lakta Nilayam  
West Marredpally,  
Secunderabad - 500 026  
Occ: Service  
DOB: 01/07/1960 |  |
| 06.    | Sd/- G. N. MALLIKARJUNA RAO  
Sr. G. Hanumatha Rao  
# 11-6-67, S.V. Arcade, Ashok Nagar Park,  
Hyderabad - 500 030  
Occ: Service  
DOB: 23/06/1952 |  |
| 07.    | Sd/- BALAJI HIGHWAYS HOLDING PVT. LTD.  
# 69-3-1080, TSR Towers, Rakhshan Road,  
Somajiguda, Hyderabad - 500 082  
Date of Incorporation 28/04/2010  
Occ: Body Corporate  
Resolution dated : 30/04/2010  
Represented by:  
K.G. NAIDU  
Sr. K Chinnam Naidu  
# Fl. No. 406, Sri Lakta Nilayam  
West Marredpally,  
Secunderabad - 500 026  
Occ: Service  
DOB: 01/07/1960 |  |

Place: Hyderabad  
Date: 30/04/2010  
Examining Officer
### List of Directors in Indore Dewas Tollways Limited

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Directors</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mr. T. V. Sandeep Kumar Reddy</td>
<td>Director</td>
</tr>
<tr>
<td>2</td>
<td>Mr. J. Brij Mohan Reddy</td>
<td>Director</td>
</tr>
<tr>
<td>3</td>
<td>Mr. Anoop Kishore Seth</td>
<td>Director</td>
</tr>
</tbody>
</table>

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// Certified True Copy//
For Indore Dewas Tollways Limited

(T. V. Sandeep Kumar Reddy)
Director
SHAREHOLDING PATTERN OF INDORE DEWAS TOLLWAYS LIMITED

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Shareholder</th>
<th>No. of Shares</th>
<th>Share Capital (Rs.)</th>
<th>% Holding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Balaji Highways Holding Pvt Ltd (Associate/ Subsidiary of DLF Infra Holdings Private Limited)</td>
<td>16,660</td>
<td>1,66,600</td>
<td>33.32</td>
</tr>
<tr>
<td>2</td>
<td>Gayatri Projects Limited</td>
<td>16,660</td>
<td>1,66,600</td>
<td>33.32</td>
</tr>
<tr>
<td>3</td>
<td>Gayatri Infra Ventures Limited</td>
<td>16,660</td>
<td>1,66,600</td>
<td>33.32</td>
</tr>
<tr>
<td>4</td>
<td>Mr. T. V. Sandeep Kumar Reddy</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>5</td>
<td>Mr. J. Brij Mohan Reddy</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>6</td>
<td>Mr. K. G. Naidu</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>7</td>
<td>Mr. G.N. Malikarjuna Rao</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>50,000</td>
<td>5,00,000</td>
<td>100.00</td>
</tr>
</tbody>
</table>

// Certified True Copy//
For Indore Dewas Tollways Limited

(T. V. Sandeep Kumar Reddy)
Director
ANNEXURE – XV
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s. GAYATRI INFRA VENTURES LIMITED HELD ON 15TH FEBRUARY, 2010 AT 3.00 P.M AT THE REGISTERED OFFICE OF THE COMPANY AT 6-3-1090, T. S. R TOWERS, RAJ BHAVAN ROAD, SOMAJIGUDA, HYDERABAD-500 082

SUBSCRIPTION OF 16,660 EQUITY SHARES OF RS.10/- EACH IN INDORE DEWAS TOLLWAYS LIMITED

After due discussions, the Board of Directors proposed to invest in the INDORE DEWAS TOLLWAYS LIMITED and the Board had passed the following resolution unanimously.

"RESOLVED THAT subject to the provisions of section 292 and section 372A and other applicable provisions of the Companies Act, 1956 the unanimous consent of the Board of Directors present at the meeting be and is hereby accorded to subscribe by way of investment of Rs.1,66,600/- be made in the equity capital of the proposed INDORE DEWAS TOLLWAYS LIMITED by way of subscription to the Memorandum of Association of the said company."

"RESOLVED FURTHER THAT Mr. T. V. Sandeep Kumar Reddy, Director be and is hereby authorised to sign the Memorandum of Association and Articles of Association on behalf of the company and to do all such acts/deeds and things as may be required in this regard."

// CERTIFIED TRUE COPY //

For GAYATRI INFRA VENTURES LIMITED

(T. V. Sandeep Kumar Reddy)
Director

INCORPORATION OF A SPECIAL PURPOSE VEHICLE (TOLLWAYS) IN CONNECTION WITH SIX LANEING OF INDOOR – DEWAS SECTION OF NH-3

The Chairman informed that the Company has secured a new order under BOT (TOLL) with a Total Project cost of Rs.602.00 Crores. The Company has agreed to pay a premium of Rs. 24.10 Crores to National Highways Authority of India (NHAI) and has a right to collect TOLL on the existing four lane Highway through a Special Purpose Vehicle. In order to achieve the Objects of the Company it requires incorporating / promoting a Special Purpose Vehicle. The name of the work is as under –

"Six laneing road of Indore Dewas Section of NH-3 from KM 577.550 to KM 610.000 and KM 0.000 to KM 12.600 (Approximate Length – 45.05 KM) in the state of Madhya Pradesh as Build, Operate and Transfer (TOLL) project on Design, Build, Finance, Operate and Transfer (DBFOT) pattern under National Highway Development Project (NHDP) phase -V".

The Board considered the matter of incorporating a Special Purpose vehicle for completing the said TOLL project and passed the following resolution unanimously.

"RESOLVED THAT a company (a Special Purpose Vehicle) be incorporated in the state of Andhra Pradesh, India in the name and style of "Indore Dewas Tollyways Limited" or any other name as may be approved by the Registrar of Companies, Andhra Pradesh"

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy S/o T Ulbbaram Reddy, residing at 8-2-331/2/A, Road No. 3, Banjara Hills, Hyderabad – 500 034, Managing Director of M/s. Gayatri Projects Limited be and is hereby authorized as an Authorised Representative ("Authorized Representative") of M/s. Gayatri Projects Limited to apply to the Registrar of Companies, Andhra Pradesh for seeking availability of name and also to do all needful acts as may be required towards incorporation of the proposed Company and to complete all procedural formalities incidental and ancillary thereto, including without limitation signing of various forms and documents."

"RESOLVED FURTHER THAT the company (GPL) do subscribe to the Memorandum and Articles of Association to the extent of 16,660 equity shares of Rs, 10/- each in the Proposed Company and Mr. T.V Sandeep Kumar Reddy, Managing Director of the Company (GPL) be and is hereby authorised for and on behalf of the Company (GPL), to sign as a Subscriber to the memorandum and Articles of association of the Proposed Company, with the following Subscribers -

1. M/s. Gayatri Projects Limited
   Represented by Mr. T V Sandeep Kumar Reddy

Regd. & Corp. Office:
6-3-1090, B-1, T.S.R. Towers, Rajbhavan Road, Somajiguda, Hyderabad 500 082, A.P. India.
Tel : +91 40 2331 0330, 2331 4284, 2331 4290, Fax : +91 40 2339 8435
E-mail : gplhyd@gayatri.co.in Web : www.gayatri.co.in

Contd...
2. M/s. Gayatri Infra Ventures Limited
   Represented by Mr. T V Sandeep Kumar Reddy

3. Mr. T. V. Sandeep Kumar Reddy
   S/o T Subbarem Reddy

4. Mr. J. Brj Mohan Reddy
   S/o. Chenna Krishna Reddy Jenna

5. Mr. K. Gangu Naidu
   S/o. K. Chinnam Naidu

6. Mr. Naga Mallikarjuna Rao Golla
   S/o G. Hanumantha Rao

7. Mr. K. Mani Raju
   S/o K. Thallalah

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy, Authorized Representative be and is hereby authorized to sub-delegate any of the powers herein conferred upon him to such persons as they may deem necessary, advisable or appropriate."

"RESOLVED FURTHER THAT any and all actions of the Authorized Representative in pursuant to, or in furtherance of the Intent and purposes of the foregoing resolutions, are hereby in all respects adopted, approved, confirmed and ratified as the valid and subsisting acts of this Company." 

"RESOLVED FURTHER THAT the following persons be and are hereby named as the first Directors of the Proposed Company in the Articles of Association thereof at the time of incorporation:

   1. Mr. T V Sandeep Kumar Reddy
   2. Mr. J Brj Mohan Reddy
   3. Mr. Anoop Kishore Seth

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy, Managing Director of the company (GPL) be and is hereby authorized pursuant to the provisions of section 187 of the Companies Act, 1956 to attend and vote at all meetings as an authorised representative of the Company, such authority include signing of letters of consent pursuant to the provisions of Section 171 and 219 of the Act."

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy, Managing Director of the Company (GPL) be and is hereby authorized to execute, sign, seal and deliver in the name and on behalf of the Company (GPL), any and all agreements, deeds, forms, notices, communications or documents relating to, or ancillary to, the incorporation of the Proposed Company, with full power to approve any amendment, alteration or modification to such agreements, deeds or documents, and to do and execute such other deeds, documents, acts and things as may be necessary, desirable or expedient for the purpose of giving effect to any of foregoing resolutions."

// CERTIFIED TRUE COPY //
For GAYATRI PROJECTS LTD.

(Date and Signature)
ANNEXURE – XVII
INTEGRATION OF A COMPANY TO PROMOTE SPECIAL PURPOSE COMPANIES

The Chairman informed to the Board that it is advised to incorporate a Company with an object to promote special purpose companies whether in India or abroad to promote, develop and invest in infrastructure projects within or outside various areas like State and National Highways, infrastructure projects, and any other projects directly or indirectly associated with infrastructural facilities, on Build, Own, Operate (BOD), Build, Own and Transfer (BOT), Build, Operate and Share Transfer (BOT), Build, Operate, Lease & Transfer (BOLT), Build, Own, Operate, Share & Transfer (BOOST) or any other similar scheme.

After due discussion, the Board passed the following Resolution

"RESOLVED THAT a company be incorporated in the state of Andhra Pradesh, India in the name and style of "BAHALI HIGHWAYS HOLDING PRIVATE LIMITED" or any other name as may be approved by the Registrar of Companies, Andhra Pradesh to promote special purpose companies whether in India or abroad for promoting, developing and investing in infrastructure projects within the country or outside in various areas like State and National Highways, infrastructure projects, and any other projects directly or indirectly associated with infrastructural facilities, on Build, Own, Operate (BOD), Build, Own and Transfer (BOT), Build, Operate, Lease & Transfer (BOLT), Build, Own, Operate, Share & Transfer (BOOST) or any other similar scheme".

"RESOLVED FURTHER THAT the company (GPL) do subscribe to the Memorandum and Articles of Association to the extent of 48,995 equity shares of Rs. 10/- each in the Proposed Company and Mr. T.V Sandeep Kumar Reddy, Managing Director of the Company (GPL) be and is hereby authorized for and on behalf of the Company (GPL), to sign as a Subscriber to the Memorandum and Articles of Association of the Proposed Company".

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy, Authorized Representative be and is hereby authorized to sub-delegate any of the powers herein conferred upon him to such persons as they may deem necessary, advisable or appropriate."

"RESOLVED FURTHER THAT any and all actions of the Authorized Representative in pursuant to, or in furtherance of the intent and purposes of the foregoing resolutions, are hereby in all respects adopted, approved, confirmed and ratified as the valid and subsisting acts of this Company."
"RESOLVED FURTHER THAT" the following persons be and are hereby named as the first Directors of the Proposed Company in the Articles of Association thereof at the time of incorporation:

1. Mr. T V Sandeep Kumar Reddy
2. Mr. J Brij Mohan Reddy
3. Ms. T Indira Reddy

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy, Managing Director of the company (GPL) be and is hereby authorised pursuant to the provisions of section 187 of the Companies Act, 1956 to attend and vote at all meetings as an authorised representative of the Company, such authority include signing of letters of consent pursuant to the provisions of Section 171 and 219 of the Act".

"RESOLVED FURTHER THAT Mr. T V Sandeep Kumar Reddy, Managing Director of the Company (GPL) be and is hereby authorized to execute, sign, seal and deliver in the name and on behalf of the Company (GPL), any and all agreements, deeds, forms, notices, communications or documents relating to, or ancillary to, the incorporation of the Proposed Company, with full power to approve any amendment, alteration or modification to such agreements, deeds or documents, and to do and execute such other deeds, documents, acts and things as may be necessary, desirable or expedient for the purpose of giving effect to any of foregoing resolution."

// CERTIFIED TRUE COPY //
For GAYATRI PROJECTS LTD.

Company Secretary & Compliance

GAYATRI PROJECTS LTD.
An ISO 9001-2000 Company

Continuation Sheet...
ANNEXURE – XVIII
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF DLF INFRA HOLDINGS LIMITED HELD ON 27TH DAY OF APRIL, 2010

"RESOLVED THAT a company, a Special Purpose Vehicle, hereinafter called "SPV" be incorporated in the state of Andhra Pradesh, India in the name and style of "Baltip Highways Holding Private Limited" or any other name as may be approved by the Registrar of Companies, Andhra Pradesh.

RESOLVED FURTHER THAT the company do subscribe to the Memorandum and Articles of Association to the extent of 51,800 equity shares of Rs. 10/- each in the Proposed Company and Mr. J.K. Chandra, Ms. Poonam Medna, Directors of the Company and Mr. Mahesh Bhagavatula, a person associated with the affairs of the Company as authorized representative, or any other authorized person, and are hereby severally authorised for and on behalf of the Company, to sign as a Subscriber to the Memorandum and Articles of Association of the proposed Company, along with Mr. Gayani Projects Limited, Represented by through its directors/authorized representative.

RESOLVED FURTHER THAT wherever required separate power of attorney(ies) be issued under the signature of any one of the directors in favour of any other director of or in favour of Mr. Mahesh Bhagavatula, authorized person associated with the affairs of the Company to do all or any of the above mentioned activity(ies) as authorized person.

RESOLVED FURTHER THAT the aforesaid powers entrusted to the above persons shall be exercisable, valid and effective unless revoked earlier by the Board or shall be exercised by them so long as they are associated or in the employment of the company / its subsidiary / its associate Company(ies).

RESOLVED FURTHER THAT the company shall not be responsible or liable for any illegal acts, violation of applicable laws, rules, regulations and notifications, if done by the persons authorized in this resolution or if they act beyond the scope of the powers granted in this resolution."

For DLF Infra Holdings Limited

[Director's signature]

[Stamp]
ANNEXURE - XIX
Form 1
Certificate of Incorporation

Corporate Identity Number : U45400AP2010PTC068181 2010 - 2011

I hereby certify that BALAJI HIGHWAYS HOLDING 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 Hyderabad this Twenty Nineth day of April Two Thousand Ten.

(SHASHI RAJ DARA)
Assistant Registrar of Companies
Andhra Pradesh

Mailing Address as per record available in Registrar of Companies office
BALAJI HIGHWAYS HOLDING PRIVATE LIMITED
63-1090, T. S. R. TOWERS, RAJBHAVAN ROAD,
HYDERABAD - 500082,
Andhra Pradesh, INDIA
INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
BALAJI HIGHWAYS HOLDING PRIVATE LIMITED
I. The name of the Company is BALAJI HIGHWAYS HOLDING PRIVATE LIMITED
II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
III. The objects for which the Company is established are:
A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:
1. To promote special purpose companies whether in India or abroad for undertaking infrastructure projects such as State and National Highways, Auto Bahns, Flyovers, Elevated Roads, Toll Roads, Expressways, Road Over Roads (ROR) Airport Runways, Light Rail Transit Systems (LRTS), Mass Rapid Transit Systems (MRTS), Railways, Bus Ducts, Metro Railways (underground), Sea Ports & Airports; Power Plants, construct Transmission Lines, and take over distribution of power, trading, purchase power from generators and distribute to consumers over the distribution network, own and/or operate Power Plants, Telecommunication systems, hotels, Software technology & industrial parks; Water Supply, Sewerage and Public Health Schemes; Pipeline Projects; underground/underwater tunnels; Irrigation schemes; Railway and Road Over Bridges; Fuel Terminals; sports stadium; warehouse complexes and such projects which are associated with infrastructural facilities, on Build, Own, Operate (BOD), Build, Own and Transfer (BOT), Build, Operate.
2. To carry on the trade or business of constables, technicians, service contractors and engineers in any branch of industry, including mining, metallurgical, chemical, electrical, sanitary, water works, industrial, civil mechanical and structural and to buy and furnish pursuant to such contractual or other arrangements as may be entered into professional, technical, sales and other services in and out of the union of India to any person, firm or corporation in connection with the setting up, establishment, working and operation of any industry and for all or any of the purposes aforesaid.

3. To construct, let out, furnish and carry on all or any of the functions of proprietors of flats, maisonettes, dwelling houses, shops, offices and for these purposes, to purchase, take on lease, or otherwise acquire and hold any lands and prepare layouts therein or buildings of any tenure or description wherever situate, or rights or interests therein or connected therewith, to lay-out, prepare buildings sites, and to construct, reconstruct, repair, pull down, alter, improve, decorate, furnish and maintain flats, maisionettes, dwelling houses, shops, offices, buildings, works and sanitary conveniences of all kinds, to lay-out roads, drainage pipes, water pipes and electric installations and to set apart land for pleasure grounds and recreations, grounds or otherwise improve land or any part thereof and to invest in company or companies which are engaged in the same or similar businesses.

4. To carry on in India or elsewhere the trade or business of service contractors and engineers in any branch of industry as also builders and contractors of every type and description and to own, control, manage or to erect, construct, maintain, alter, repair, pull down and restore either alone or jointly or in collaboration with any other or others, works of all descriptions in particular gas pipe line, barrages, dams, sluices, locks, embankments, qu leads, breakwater, docks, quays, harbours, piers, wharves, canals, tanks, bridges, aqueducts, reservoirs, irrigation, reclamation, improvement, river works of all kinds, airports, highways, railways, waterways, ports, irrigation projects, roads, bridges, warehouses, offices, factories, mills, engines, industrial plants, power plants, mines, minerals, gas works, drainage and sewage works, entertainment complexes/parks, information technology centers, convention centers, exhibition complexes, special economic zones (SEZs), hotels, resorts, buildings, either on engineering procurement construction (EPC) basis or on built operate transfer (BOT), built own operate and transfer (BOOT) build operate lease transfer (BOLT) or in any manner and to invest in company or companies which are engaged in the same or similar businesses.

8. To undertake financial and commercial obligations, transactions and operations of all kinds in connection with the business of the Company.

9. To guarantee the performance of any contract or obligations of and the payment of money or dividends and interest on any stock, shares or securities of any Company, corporations, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the objects of the Company or the interests of its shareholders.

10. To guarantee the performance of any contract or obligations of any other Company or of any authority, supreme, municipal, local or otherwise of any persons whatsoever, whether incorporated or not and generally to guarantee or become sureties for the performance of any contracts or obligations.

11. To invest any surplus moneys of the Company in such investment (other than shares or stock in the Company) as may be thought proper and to hold, sell or otherwise deal with such investments.

12. To receive money on deposit, or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or received 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 to give further to secure all debts and other powers as may seem expedient and to purchase, redeem or pay off any such securities, and also by a similar mortgage, charge or lien to secure and guarantee the performance of the Company or any other person or Company of any obligation undertaken by the Company or any other person or Company as the case may be.

13. To draw, make, accept endorsements, discount, negotiate, execute and issue bills of exchange, promissory notes, hundies, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities subject to The Banking Regulations Act, 1949.

14. To apply for purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to invention, process or privileges which may seem capable of being used for any of the purposes of the Company or
the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences or privileges in respect of, or otherwise to account, the property, rights and information so acquired and to carry on any business in any way connected therewith.

15. To expend money in experimenting on and testing and in improving or seeking to improve any patents, inventions and other discoveries, processes or information of the rights of Company in which the Company may acquire or propose to acquire.

16. To establish, provide, maintain, and conduct research and other laboratories, training colleges, schools and other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.

17. To purchase or otherwise acquire the whole or any part of the business, property, rights and liabilities of any person, firm or Company carrying on or proposing to carry on any business which this Company is authorized to carry on, be possessed of property suitable for or any of the purposes of the Company or which may be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company, and to purchase, acquire, sell and deal in property, shares, stocks and debentures of such person, firm or Company, and to conduct, make or carry out any arrangements in regard to the winding up of business of any such person, firm or Company.

18. To subject to any applicable law for the time being in force, to act as managers of any firm or association dealing in similar objects as those of this Company and generally, subject as aforesaid, to undertake or take part in the management, supervision or control of business or operations of such firm or association and for such purpose or purposes to appoint and remunerate any officer of the Company, accountants or other agents and to support or to invest in any company or companies or other statutory bodies which are engaged in carrying any of the above mentioned objects.

19. To produce the registration or recognition of the Company in or under the laws of any place outside India and to establish and regulate in any country, state or place for the purpose of the Company's business.

20. To form, incorporate or promote any Company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control management or development of the Company or any other objects or objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation.

21. To pay out of the funds of the Company all expenses or of or incidental to the promotion, formation and incorporation of Company or which the Company shall consider to be preliminary in nature or to contract with any person, firm or Company to pay the same.

22. Subject to the provisions of the Companies Act, 1956 or any other law for the time being in force, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interests, cooperation, joint venture or reciprocal concession or for limiting competition with any person, firm or Company carrying on or engaged in, or about to carry on or engage in, or being authorised to carry on or engaged in, any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly benefit the Company.

23. To enter into any arrangement or agreement and to take all necessary or proper steps with any Government or other authority, supreme, national, foreign, local municipal or otherwise and to carry on any negotiations or operations with any such Government or authority for the purpose of directly or indirectly carrying out any of the objects of the Company or extending any of its powers or effecting any modification in its constitution or furnishing the interests of its members and to oppose any steps taken by any other Company or person which may be considered directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interest of the Company and to oppose and resist whether directly or indirectly, any legislation which may seem disadvantageous to the Company and to obtain from any such Government, authority or any Company or any charter, contracts, decrees, licences, rights, grants loans, privileges or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangement or agreement or contract or any agreement or contract or any loan, grants, privileges or concessions.

24. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of work of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

25. To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously or otherwise and without any interest or personal property, rights or interest acquired by or belonging to the Company in any person or Company in behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.

26. To apply the assets of the Company in any way or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with trade, including any association, institution or fund for the protection of the interests of masters, owners and employees against loss by bad debts, strikes, fire accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular on friendly, cooperative and other societies, reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches, chapels, schools and hospitals and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.

27. To aid, pecuniary or otherwise, any association, body or movement having for an object the solution, settlement, or surrounding of industrial or labour problems or troubles or the promotion of industry or trade.

28. To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition, subject to the provisions of the Companies Act, 1956.

29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation fund and / or pension for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or any Company which is subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependents of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other Company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other Company as aforesaid.

30. In the event of winding up, subject to the provisions of Section 205 of the Companies Act, 1956 or any other law for the time being in force, to distribute among the members in specie or otherwise as may be determined by any property or assets of the Company, or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures the other securities of any other Company formed
to take over the whole or any part of the assets or liabilities of the Company, but so that no distribution
amounting to a reduction of capital be made except with the sanction of the court or authority (if any) for the
time being required by law.
31. To adopt such means for making known the business and / or products of this Company in which the
Company is interested as its agent or representatives or in any other way, by advertisements in press, periodicals,
magazines, through cine slides and films, by issue of clutters, posters, calendars, show cards, playing
cards, boardings, by radio programme, T.V. programmes, exhibitions by publication of books, periodicals
by purchase and exhibition of work of art or interest, and by granting prizes, rewards and donations.
32. To undertake and execute any trust or undertaking whereby or may seem desirable and whether gratuitously or
otherwise.
33. To procure the Company to be recognised in any part of the world.
34. To train or pay for the training in India or abroad of any of the Company’s employees or any other candidates
in the interests and for the furtherance of the Company’s objects and business.
C) OTHER OBJECTS NOT INCLUDED IN A AND B ABOVE:
1. To produce, manufcracture, refine, prepare, process, purchase, import, export, sell & generally to deal in all
kinds of cement, Cement products of any description, lime, limestone, gypsum, kankar, and/or by products
thereof and in connection therewith to acquire, erect, construct, establish, operate and maintain cement
factories, quarries, workshops and other works or relating thereto in India or outside India.
2. To produce, manufacture, process, refine, prepare, process, purchase, export, import or otherwise deal
with either as principals or as agents, either solely or in partnership with others, cement, aluminia cement,
white and coloured cements, lime, plaster of paris, and other building materials of all kinds and other
building boards to be used in casing, floor or walls, made from any fibrous materials such as bagasse,
bamboo, wood, paper, jute, hemp and grasses, pottery, fire clay and fire bricks, flooring tiles, roofing
materials.
3. To manufacture and deal in all kinds of cement plants, apparatus, mining equipment, tools, utensils and materials and things necessary of convenience for carrying on the manufacture of cement and mining operations.
4. To own, explore, take on lease, or otherwise acquire any area, mining lease, quarries and to do all such
other acts and deal in all such other things as may be conducive to and allied to the business of the
Company.
5. To promote, establish, generate operate, distribute, accumulate, maintain, transm. supply, sell electricity
and or power by installing, maintaining, operating power plants, whether based on thermal, hydro, gas,
solar, wind energy, tidal energy, or any other source, whether conventional or non-conventional and to lay
down, establish power stations, cables, transmission lines or towers, sub-stations, terminals and other
works for the aforesaid purposes as a division or as a generating company or to acquire, run or
manage any company or undertaking engaged in similar activities.
6. To manufacture and deal in all chemical products such as coal tar products and their intermediates, dyes,
dyes, medicines and pharmaceuticals, petroleum and its products and derivatives, all types of heavy
chemicals such as sulphuric and other acids, caustic soda, soda ash, all types of textile chemicals and
slitting and finishing materials, photographic chemicals, glycerine, all industrial and pharmaceutical, organic
and inorganic chemicals, fertilizers, pesticides, manures, fungicides.
8. To carry on business of Manufacturers of Plastic Moulds parts, using Compression Moulding, Injection
Moulding, Transfer Moulding, Blow Moulding, Film-Laying and other Techniques.
9. To manufacture, buy, sell, exchange, alter, improve, manipulate prepare for market and otherwise deal
in all kinds of plant, machinery, apparatus, tools, utensils, receptacles for carrying on any of the business of
the Company.
10. To plant, grow and produce agricultural and / or horticultural products and other produce of any kind.
IV. The liability of the members of the Company is limited.
V. The Authorised Share Capital of the Company is Rs. 1,00,00,000/- (Rupees One Crore only) divided into
10,00,000 (Ten lakhs only) equity shares of Rs. 10/- (Rupees Ten only) each with the rights, privileges and
conditions attaching thereto as are provided by the regulations of the Company for the time being with
power to increase and / or reduce the Capital of the Company and to divide the shares in the Capital for the
time being in accordance with the provisions of the Companies Act, 1956, or any other statutory enactments
in force from time to time into several classes and to attach thereto respectively such preferential, qualified
or special rights, privileges or conditions including that of redemption and / or conversion (including deemed
redemption / conversion) as may be determined by or in accordance with the regulations of the Company
or any statutory enactment / order / notification as may be in force from time to time and to vary, modify
or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by
the regulations of the Company or any statutory enactment / order / notification as may be in force from
time to time."
VI. We the several persons, whose names and descriptions are subscribed hereunder, 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:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name, addresses, descriptions and occupations of the subscribers with their signatures</th>
<th>No. of Equity Shares taken By each Subscriber</th>
<th>Signature, Name, Address, description &amp; occupation of witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>GAYATRI PROJECTS LIMITED # 15-1090, TSR Towers, Rajajinagar Road, Somajiguda, Hyderabad – 500 002 Date of Incorporation 15/02/1964 Occ: Body Corporate</td>
<td>48,995 (Forty eight Thousand Nine Hundred Ninety Five only)</td>
<td>Represented by: B Manohar S/O. B.G. Krishna Murthy # Flat No. 501, GreenSate Apartments, P.G. Road, Secunderabad – 500 003 DDB: 26/09/1984 Occ: Service</td>
</tr>
<tr>
<td>03.</td>
<td>K.MANJU RAJU S/O. K. Thalliah # MG II, 7th, KPHB Colony, 3rd Floor, Gurgaon, Haryana – 122 002 Date of Incorporation 27/04/2007 Occ: Body Corporate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total No. of Equity Shares Taken 1,00,000 (One Lakh only)

Place: Hyderabad
Date: 29/04/2010
INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
BALAJI HIGHWAYS HOLDING PRIVATE LIMITED
PRELIMINARY
1. The regulations contained in Table A in the first Schedule of the Companies Act, 1956 (herein after called the said Act) so far as they are applicable to a private company, shall apply to this Company. Save in so far as they are expressly or by implication, excluded by the following articles.
2. The Company is a Private Company within the meaning of Section 2(1)(iii) of the said Act, and accordingly:
   a. The right to transfer the shares of the Company is restricted.
   b. The number of its members shall be limited to fifty (not including persons who are in the employment of the Company and of persons who were members of the Company while in such employment and have continued to be members after employment ceased), provided that where two or more persons hold one or more shares in the Company jointly they shall, for the purpose of this definition, be treated as a single member; and
   c. No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.
d. Prohibits any invitation or acceptance of deposits from persons other than its members, directors, or their relatives.

e. The minimum paid-up share capital should be Rs.1,00,00,000/- or such other capital as may be prescribed.

**SHARE CAPITAL**

3. The Authorised Capital of the Company is Rs.1,00,00,000/- (Rupees One Crore only) divided into 10,00,000 (Ten Lakh) Equity Shares of Rs.10/- (Ten) each with power to divide the share capital (original increased, reduced or converted) into several classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions in such manner as may from time to time be provided by the regulations of the Company as originally framed or as altered by special resolution.

4. The shares shall be under the control of the Directors, who may allot and issue the same to such persons on such terms and conditions and at such time as the Directors may think fit.

5. The Company shall be entitled to register any shares in the name of any minor person, represented by lawful guardians, if fully paid, and allow the dividend thereon to be collected or shares transferred by the guardian of such minor shareholder as the Company deems fit, subject to the provisions of law relating to contracts.

6. The Company in General Meetings may alter the conditions of its Memorandum pursuant to Section 94 of the said Act.

7. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any shares as absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as required by Statute, be bound to recognise any equitable or other claim to interest in such share on the part of any other person.

8. Every member shall be entitled to one share certificate for one allotment for the shares allotted. Such certificate shall be issued in accordance with the provisions of the Companies (Issue of share certificates) Rules, 1960, specifying the shares held by the member and the amount paid thereon under the Common Seal of the Company.

9. Whenever in the said Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its Articles then in that case this Regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided. As illustration of such rights, privileges, authorities and transactions the following are set out subject to the requirements of the said sections:

   - Section 80 to issue Redeemable Preference Shares.
   - Section 92 to accept unpaid share capital although not called up.
   - Section 93 to pay dividend in proportion to amount paid up.
   - Section 94 to alter the share capital of the Company.
   - Section 100 to reduce the share capital of the Company.
   - Section 106 to alter the rights of holders of special class of shares.
   - Section 313 authorising the Board to appoint alternate Directors, etc.

10. The Company may issue sweat equity shares to its employees or directors in accordance with the provisions of Section 73A of the Companies Act, 1956.

**CALLS ON SHARES AND FORFEITURE**

11. The Directors may from time to time make such calls upon members in respect of all monies unpaid on their shares. A call shall be deemed to have made at the time when the resolution of the Directors authorising such call was passed.

12. If any member fails to pay calls on the day appointed for payment thereof the Directors may at any time thereafter serve a notice on him requiring him to pay the call with any interest which may have accrued. The notice shall state a further day (not earlier than expiration of 14 days from the date of service of notice) on or before which payment required by the notice to be made and shall state that in the event of non-payment at or before the time appointed, the same in respect of which the call was made would be liable to be forfeited.

13. If the requirements of any notice are not complied with by a member, any share of such member, in respect of which a notice has been given may, at any time thereafter, be forfeited by resolution of the Board of Directors to that effect.

14. A forfeited or surrendered share may be sold or otherwise disposed of on such terms and in such manner as the Board may unanimously decide and at any time before a sale or disposal of the forfeiture may be canceled.

**BUY BACK OF SHARES**

15. The Company is hereby permitted to purchase its own shares or other specified securities in accordance with the provisions of Sections 77A, 77AA and 77B of the Act and such other Regulations or Guidelines framed by the Central Government in this regard.

16. (i) The Company shall have a first and paramount lien —

   a) on every share (not being a fully-paid Share), for all moneys (whether presently payable or not called, or payable at a fixed time, in respect of that Share; and
   b) on all Shares (not being fully-paid Shares) standing registered in the name of a single person, for all moneys presently payable by him or his estate to the company.

Provided that the Board of Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this clause.

   i) The Company's Lien, if any, on a Share shall extend to all dividends payable thereon.

17. The Company may sell in such manner as the Board thinks fit any shares on which the Company has lien for the purpose of enforcing the same, provided that no sale be made:

   a) unless a sum in respect of which the lien exists is presently payable or
   b) until the expiration of 14 days after a notice in writing sale and demanding payment of such part of the amount in respect of which the lien exists and presently payable has been given to the registered holder for the time being of the shares or the person entitled thereto by reason of his death or insanity.

18. a) The net proceeds of any sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists and is presently payable.

   b) The residue, if any, shall be paid to the person entitled to the shares at the date of sale (subject to alienation for sums not presently payable as existed on the shares before the sale).
TRANSFER AND TRANSMISSION

19. The Directors, in their absolute discretion have power to refuse to register the transfer of any shares to any person without assigning any reason, if in their opinion such transfer is undesirable to the interest of the Company and may decline to do so in case registration of such transfer involves a contravention of Article 2 hereof above.

20. Any share may be transferred at any time by a member to his or her father or mother or to any lineal descendant of such father or mother, or to his or her husband or children or any shares of a deceased member may be transferred to his executors or administrators, to the widow or husband or any such relation as aforesaid of such deceased member, being castigative trust, specific legatee or heir in intestacy and shares standing in the names of the trustee of the deceased member. A share may at any time be transferred to any member of the Company.

21. No shares shall be transferred to an insolvent or a person of unsound mind and no shares other than fully paid shares shall be transferred to a minor.

22. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only person recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of joint registered holders of any registered shares the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

23. No member shall transfer his shares to any person other than an existing member or a person approved by the Board of Directors.

24. The person proposing to transfer any shares (herein after called the proposing transferee) shall give notice in writing to the Company that he desires to transfer the same such notice may specify the sum he fixes as the sale value and shall constitute the Company as his agents for transferring the shares to any member of the Company, or persons selected as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be ascertained in the manner hereinafter. The transfer notice shall not be revocable except with the sanction of the Directors.

25. If the Company shall within the period of 30 days after being served with such notice, find a member or person selected as aforesaid willing to purchase the shares (hereafter called the purchasing member) and shall give notice thereof to the proposing transferee and shall be bound upon payment of the fair value to transfer the shares to the purchasing member or members.

26. The Company shall, at its general meeting, determine the fair value of each for the purpose and the said value shall be in force unless otherwise altered to the procedure stated above.

27. If in case the proposing transferee after having become bound as aforesaid makes default in transferring the shares, the Company may receive the purchase money and shall thereon cause the name of the purchasing member to enter in the register as the holder of the shares and shall hold the purchase money in trust for the proposing transferee.

The receipt of the Company for the purchase money shall be good discharge for the purchasing member and after his name has been entered in the register in purported exercise of aforesaid power the validity of the proceedings shall not be questioned by any person.

28. If the Company does not, within a period of 30 days after being served with the transfer notice, find a member or person selected as aforesaid willing to purchase the shares and give notice in the manner aforesaid the proposing member (subject to Article 2 and 16 thereof) to sell and transfer the shares to any person and at any price. If no action has been taken by either within that period the whole proceedings should be treated as cancelled and fresh notice and procedure as aforesaid should be followed again in case transfer is desired.

SURRENDER OF SHARES

29. The Directors may accept on behalf of or for the benefit of the Company, surrender of any shares liable to forfeiture so far as law permits.

GENERAL MEETINGS

30. Subject to Regulation 49 of Table A two members present in person shall be a quorum.

31. As provided in Section 181 of the said Act, no member shall exercise any voting right in respect of any shares registered in his name on which any call money is due or unpaid.

VOTING POWERS

32. Any member of the Company entitled to attend and vote at the meeting of the Company shall be entitled to appoint another person (whether member or not) as his proxy to attend and vote instead of himself, the proxy so appointed shall be entitled to vote on a show of hands and as poll.

PROXY

33. Every notice convening a meeting of the Company shall state that a member entitled to attend and vote is entitled to appoint one or more proxies, and that the proxy need not be a member of the Company.

DIRECTORS

34. The following persons shall be the first Directors of the Company:

1. Smt. J. SRI MOHAN REDDY
2. Smt. T. V. SANDEEP KUMAR REDDY
3. Smt. T. INDIRA REDDY

35. 1. The Company has minimum of (Two) 2 Directors and Maximum of (Twelve) 12 Directors
2. A Director shall not be required to hold any qualification shares.
3. The Board shall have the power to appoint one or more individuals to be Nominee Directors by any Banks or Financial Institutions, Debarred Directors, Foreign Directors by Overseas Corporate Bodies, Foreign Companies or Collaborators.
4. The Board shall have power to appoint one or more individual to be additional Directors. The additional director shall vacate their office at the next annual general meeting, but shall be eligible for re-election as Director.
5. The Board shall have the power to appoint an alternative director in accordance with the Section 313 of the Companies Act, 1956.

6. Each Director who is present shall be paid out of the funds of the Company for every meeting of the directors or of the committee of directors at which he is present besides travel and incidental expenditure a sitting fee as decided by the Board from time to time.

7. Subject to compliance of the provisions of the Companies Act, 1956 the Board may from time to time appoint one or more of their body to the office of the Managing Director, Technical Director, Executive Director, Whole time Director and any other Director on such terms and on such remuneration (whether by way of salary or commission or partly in one and partly in another) as may be thought fit.

8. None of the directors are liable to retire by rotation.

9. Subject to the provision of the Act, the Directors may from time to time entrust to and confer upon the Managing Director and/or Wholetime, administrative Directors as the case may be for the time being such of the powers jointly and severally exercisable by such Directors as they think fit and may confer such power for such time to be exercised for such objectives and upon such terms and conditions and with such restrictions as they deem expedient, and they may from time to time withdraw, revoke, alter or vary any or all of such powers.

10. The Directors shall have powers for the engagement and dismissal of managers, employees, clerks and assistants and shall have power of general direction, management and superintendence of the business of the Company with full power to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company.

11. The Board of Directors may from time to time, subject to the provisions of the Companies Act, 1956 or to any extra fee for any of the purposes of the Company, and such Director may be remunerated either by a fixed sum or by a percentage of profits, otherwise as may be determined by the Company in its General Meeting and such remuneration shall be in additional to the sitting fee.

12. Subject to compliance of the provisions of the Companies Act, 1956, the Board of Directors may from time to time, subject to the provisions of the Companies Act, 1956 or to any extra fee for any of the purposes of the Company, and such Director may be remunerated either by a fixed sum or by a percentage of profits, otherwise as may be determined by the Company in its General Meeting and such remuneration shall be in additional to the sitting fee.

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15. Subject to the power, any bonds, debentures, stock or other securities issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions as they deem fit and for such consideration as they shall consider to be on behalf of the Company.

16. If the Directors or any of them or any other person shall be personally liable for the payment of any such sums as are declared to be due by the Company to the Directors or person of becoming liable for any loss in respect of such indebtedness.

17. Save as otherwise expressly provided in the Act a resolution in writing signed by all or majority of the Directors or the members of a committee formed for the transactions in accordance with the Act shall be valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held. In the event of the signature of any or more Directors to any such resolution being affixed on different dates the said resolution shall be deemed to be passed on the date of signature of Directors signing last.

18. The Central State Government or such other financial instructions which may grant long term or medium term loans to the Company shall be entitled to nominate a Director to the Board of the Company during their term of such loans and such other Directors shall be required to hold any qualification shares in the Company.

ACCOUNTS

19. The Board of Directors shall keep proper and complete Books of Accounts as per the Section 209 of the Companies Act, 1956 with respect to the dealings and working of the Company and they shall prepare and keep the cause to be presented and kept complete account of:

a. All sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure take place.

b. All sales and purchases of goods of the Company.

c. The assets and liabilities of the Company and they shall also prepare and keep the cause to be presented and kept such other accounts of the Company as are necessary.

20. The Company shall keep the accounts at the Registered Office of the Company or at such other places in India as may be decided by the Board of Directors of the Company.


DIVIDEND AND CAPITALISATION OF PROFITS

31. The Company in general meeting may declare dividend but the dividend shall not exceed the amount recommended by the Board.

32. The Board from time to time as it think fit before recommending any dividend set aside out of the profits of the Company such sums as a reserve or reserves to meet any contingencies for the education of debentures, debts or other liabilities of the Company, equalisation of dividend, repaying, improving or maintaining the property of the Company and for such other purpose of the Company as the Board in its absolute discretion think conducive to the interest of the Company and may invest such sums so set aside in such investments other than shares of the Company as it thinks fit and from time to time, deal with every such investments and dispose of all or any part thereof for the benefit of the Company.

33. Any dividend when declared shall be paid, within 90 days from the date of declaration by cheque or warrant sent through post to the registered address of the members or person entitled thereto or in case of joint holders, to the registered address of that person whose name stands first on the Register of Members at such address as the holder or joint holders may in writing direct and every cheque or warrant shall be made payable to the order of the person to whom it is sent.

34. No dividend declared or paid except out of the profits of the Company of the year after providing for the depreciation as required by the Act or out of the previous years undistributed profits arrived at after providing for depreciation, and no dividend shall carry interest against the Company.

35. The Company in general meeting, may upon the recommendation of the Board, resolve:

a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
b) those sums are accordingly set free for distribution in the manner specified in Article 59 amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

42. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in Article 59 either in or towards:
   a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
   or
   b) paying up in full, un-issued shares of the company to the allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid, or
   c) partly in the way specified in sub-clause (a) and partly in the specified in sub-clause (b).

43. A Share premium account and a Capital redemption reserve account may, for the purpose of the regulation, only be applied in paying up of unissued shares to be issued to members of the Company as fully paid but not be shares.

44. The Board shall give effect to the resolution passed by the company in pursuance of Article 58 as above.

45. Whenever such a resolution as aforesaid shall have been passed,
   a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, if any, and
   b) generally do all acts and things required to give effect thereto.

46. The Board shall have full power:
   a) to make such provision, by issue of fractional certificates or payments in cash or otherwise as it thinks fit, in the case of shares or Debentures becoming distributable in fractions, and also
   b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or Debentures to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares.
   c) Any agreement made under such authority shall be effective and binding on all such members.

AUDIT

47. At least once in every year the accounts of the Company shall be examined and the correctness of the Balance Sheet as ascertained by one or more Auditors (appointed under Section 224 of the Companies Act, 1956).

48. The remuneration of the Auditor shall be fixed by the Company in General Meeting except for the remuneration of an Auditor appointed by the Board, which may be fixed by the Board.

THE SEAL

49. The Board of Directors shall adopt a Common Seal for the purpose of the Company and shall have the power from time to time to destroy the same and substitute a new Seal in lieu thereof.

The common seal of the Company shall not be affixed to any instrument except by the authority of resolution of the Board or of a Committee of the Board authorized by it in that behalf and except in the presence of at least one director and that one director shall sign every instrument to which the seal of the Company is so affixed in his presence. The Share certificate will, however, be signed and sealed in accordance with the provisions of Companies (Issue of Share Certificates) Rules, 1960

INDEMNITY

50. Every officer or agent of the Company shall for the time being be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which he is acquitted or in connection with any application in which relief is granted to him by Court.

51. No member shall be entitled to inspect the Company’s books without the permission of the Directors or be required to disclose any information in respect of any data relating to the Company’s trading or any matter which is or which may be in the nature of trade secret, process or the business of the Company and which in the opinion of Directors, will not be expedient in the interest of the Company to communicate to the public.

WINDING UP

52. If the Company shall be wound up whether voluntarily or otherwise, 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 specie or in kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name, Address, Descriptions of the Subscribers with their signatures</th>
<th>Signature, Name, Address, description &amp; occupation of witness</th>
</tr>
</thead>
</table>

Place: Hyderabad Date: 29-04-2010
## SHAREHOLDING PATTERN OF BALAJI HIGHWAYS HOLDING PRIVATE LIMITED

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Shareholder</th>
<th>No. of Shares</th>
<th>Share Capital (Rs.)</th>
<th>% Holding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DLF Infra Holdings Limited</td>
<td>51,000</td>
<td>5,10,000</td>
<td>51%</td>
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<tr>
<td>2</td>
<td>Gayatri Projects Limited</td>
<td>48,995</td>
<td>4,89,950</td>
<td>49%</td>
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<tr>
<td>3</td>
<td>Mr. T. V. Sandeep Kumar Reddy</td>
<td>1</td>
<td>10</td>
<td>0.00</td>
</tr>
<tr>
<td>4</td>
<td>Mr. K. G. Naidu</td>
<td>1</td>
<td>10</td>
<td>0.00</td>
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<td>5</td>
<td>Mr. G.N. Mallikarjuna Rao</td>
<td>1</td>
<td>10</td>
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<td>6</td>
<td>Mr. K. Mani Raju</td>
<td>1</td>
<td>10</td>
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</tr>
<tr>
<td>7</td>
<td>Mr. K. Venkata Mohan</td>
<td>1</td>
<td>10</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>1,00,000</strong></td>
<td><strong>10,00,000</strong></td>
<td><strong>100%</strong></td>
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//Certified True Copy//

For Balaji Highways Holding Private Limited

(T. V. Sandeep Kumar Reddy)
Director

550
LIST OF DIRECTORS IN BALAJI HIGHWAYS HOLDING PRIVATE LIMITED

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Directors</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mr. T. V. Sandeep Kumar Reddy</td>
<td>Director</td>
</tr>
<tr>
<td>2</td>
<td>Mr. J. Brij Mohan Reddy</td>
<td>Director</td>
</tr>
<tr>
<td>3</td>
<td>Smt. Indira Reddy</td>
<td>Director</td>
</tr>
</tbody>
</table>

//Certified True Copy//
For Balaji Highways Holding Private Limited

(T. V. Sandeep Kumar Reddy)
Director
ANNEXURE - XX
BALAJI HIGHWAYS HOLDING PRIVATE LIMITED

Registered Office: 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500 082

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF BALAJI HIGHWAYS HOLDING PRIVATE LIMITED HELD ON 30TH DAY OF APRIL, 2010 AT THE REGISTERED OFFICE OF THE COMPANY AT 6-3-1090, TSR TOWERS, RAJBHAVAN ROAD, SOMAJIGUDA, HYDERABAD - 500 082

INCORPORATION OF A SPECIAL PURPOSE VEHICLE (TOLLWAYS) IN CONNECTION WITH SIX LANING OF INDORE - DEWAS SECTION OF NH-3

"RESOLVED THAT a company (a Special Purpose Vehicle) be incorporated in the state of Andhra Pradesh, India in the name and style of “Indore Dewas Tollyways Limited” in connection with the below project -

“Six laning road of Indore Dewas section of NH-3 from KM 577.550 to KM 610.000 and KM 0.000 to KM 12.600 (Approximate Length - 45.05 KM) in the state of Madhya Pradesh as Build, Operate and Transfer (TOLL) project on Design, Build, Finance, Operate and Transfer (DBFOT) pattern under National Highway Development Project (NHDP) phase -V”.

"RESOLVED FURTHER THAT the Company M/s. Balaji Highways Holding Private Limited (BHHPL) do subscribe to the Memorandum and Articles of Association to the extent of 16,660 equity shares of Rs, 10/- each in the Proposed Company and Mr. K. G. Naidu, Promoter of the Company (BHHPL) be and is hereby authorised for and on behalf of the Company (BHHPL), to sign as a Subscriber to the memorandum and Articles of association of the Proposed Company

"RESOLVED FURTHER THAT Mr. K. G Naidu, a Promoter of the Company (BHHPL) be and is hereby authorized to execute, sign, seal and deliver in the name and on behalf of the Company (BHHPL), any and all agreements, deeds, forms, notices, communications or documents relating to or ancillary to, the incorporation of the Proposed Company, with full power to approve any amendment, alteration or modification to such agreements, deeds or documents, and to do and execute such other deeds, documents, acts and things as may be necessary, desirable or expedient for the purpose of giving effect to any of foregoing resolutions."

// CERTIFIED TRUE COPY //

For BALAJI HIGHWAYS HOLDING PRIVATE LIMITED

DIRECTOR

552
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF GAYATRI PROJECTS LIMITED HELD ON 06TH DAY OF MAY, 2010 AT THE REGISTERED OFFICE OF THE COMPANY AT THE REGISTERED OFFICE OF THE COMPANY AT 6-3-1090, TSR TOWERS, RAJ BHAVAN ROAD, SOMAJIGUDA, HYDERABAD - 500 082

AUTHORISATION TO GIVE UNDERTAKING TO NHAI FOR MAINTAINING EQUITY PARTICIPATION IN INDORE DEWAS TOLLWAYS LIMITED

"RESOLVED THAT" the Company do give an undertaking to National Highway Authority of India (NHAI) that the Company would at all time maintain equity participation in the SPV - "M/s. Indore Dewas Tollways Limited" as per the terms of the Concession Agreement".

"RESOLVED FURTHER THAT Mr. T. V. Sandeep Kumar Reddy, Managing Director of the Company be and is hereby authorised to give the cited undertaking to the NHAI on behalf of the Company and to do all other necessary steps, acts, deeds and matters, as may be required, on behalf of the company, in this regard".

RESOLVED FURTHER THAT a copy of the above resolution certified by Ms. I V Lakshmi, Company Secretary of the Company or any Director be submitted to any authority for said purpose"

// / CERTIFIED TRUE COPY ///

For GAYATRI PROJECTS LTD

(I.V.LAKSHMI)
Company Secretary & Compliance Officer

Regd. & Corp. Office :
6-3-1090, B-1, T.S.R. Towers, Rajbhavan Road, Somajiguda, Hyderabad 500 082, A.P. India.
Tel : +91 40 2331 0322, 2331 4284, 2331 4296, Fax : +91 40 2331 4296
E-mail : gpihyd@gayatri.co.in Web : www.gayatri.co.in.
ANNEXURE - XXII
Dated 07-05-2010

To
Mr. S. S. Gahanwar,
General Manager (Tech)
National Highways Authority of India,
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075

Dear Sir,

Sub: Equity Participation in M/s. Indore Dewas Tollways Limited — Reg.
Ref: NHA/Phase-V/MP/2009-10/021 vide letter dated 25th March, 2010

We refer to the above cited Letter of Acceptance dated 25th March, 2010 issued by National Highways Authority of India (NHA) to the M/s. DLF - Gayatri consortium for “Design, Construction, Development, Finance, Operation And Maintenance Of Six Laning of Indore - Dewas Section Of NH-3 From Km 577.550 To Km 620.000 And Km 0.000 To Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh Under NHDP Phase-V to be Executed as BOT (ToI) Project on DBFOT Pattern”

M/s. Balaji Highways Holding Private Limited a company incorporated under the Companies Act, 1956 which is Associate/subsidiary of our company having subscribed an amount Rs.1,66,600 (Rupees One lakh Sixty Six thousand and Six Hundred only) towards fully paid equity share capital to the Memorandum and Articles of Association and for the incorporation of the “Special Purpose Vehicle” (SPV) Company “INDORE DEWAS TOLLWAYS LIMITED” for the purpose of implementation of the said project.

Further our company would maintain the required equity participation through above our Associate/Subsidiary M/s. Balaji Highways Holding Private Limited in the SPV “INDORE DEWAS TOLLWAYS LIMITED” as per the terms and conditions of the draft concession agreement.

Thanking you
Yours faithfully

For DLF Infra Holdings Limited

[Signature]

Authorised Signatory

[Stamp]

554
ANNEXURE - XXIII
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF BALAJI HIGHWAYS HOLDING PRIVATE LIMITED HELD ON 07th DAY OF MAY 2010.

AUTHORISATION TO GIVE UNDERTAKING TO NHAI FOR MAINTAINING EQUITY PARTICIPATION IN INDORE DEWAS TOLLWAYS LIMITED

"RESOLVED THAT the Company do give an undertaking to National Highway Authority of India (NHAI) that the Company would at all time maintain equity participation in the SPV Indore Dewas Tollways Limited as per the terms of the Concession Agreement".

"RESOLVED FURTHER THAT Mr. T. V. Sandeep Kumar Reddy, Director of the Company be and is hereby authorised to give the cited undertaking to the NHAI on behalf of the Company and to do all other necessary steps, acts, deeds and matters, as may be required, on behalf of the company, in this regard".

//Certified True Copy//
For Balaji Highways Holding Private Limited

(T. V. Sandeep Kumar Reddy)
Director
ANNEXURE - XXIV
Dear Sir,

Sub: Legal Opinion

I hereby confirm and certify that DLF-Gayatri Consortium who have been awarded the "Design, Construction, Development, Finance, Operation and Maintenance of Six Laneing Of Indore - Dewas Section of NH-3 From Km 577.550 To Km 610.000 and Km 0.000 To Km 12.600 (Approx. Length 45.05 Km) in The State of Madhya Pradesh Under NHDP Phase-V to be Executed As BOT (Toll) Project On DBFOT Pattern" have formed Special Purpose Vehicle under the name M/s. Indore Dewas Tollways Limited. The aforesaid M/s. Indore Dewas Tollways Limited has been Registered with the office of the Registrar of Companies, Andhra Pradesh on 4th May 2010 vide certificate of Incorporation No U45200AP2010PLC068238 I hereby confirm and certify that M/s. Indore Dewas Tollways Limited.

(a) Is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(b) Has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

(c) 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.

Thanking you,

Your's faithfully,

A. CHANDRA SHAKER
ADVOCATE
As per the Letter of Award vide letter dated 25th March, 2010 issued by NHAI, the members of the Consortium required to form a Special Purpose Vehicle (SPV) for executing the project, accordingly the members of the consortium formed the SPV, the company INDORE DEWAS TOLLWAYS LIMITED and the members of the Company took note the Certificate of Incorporation bearing no U45200AP2010PLC068238 dated-04-05-2010 issued by Registrar of Companies, Hyderabad and M/S. DLF - GAYATRI Consortium has accepted the Letter of Award to execute the project for “Design, Construction, Development, Finance, Operation And Maintenance of Six Laning of Indore - Dewas Section Of NH-3 From Km 577.550 To Km 610.000 And Km 0.000 To Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh Under NHDP Phase-V to be Executed as BOT (Toll) Project on DBFOT Pattern”

Further M/s. DLF Infra Holdings Limited [i.e., Lead Member of the Project] informed vide letter dated 07-05-2010 authorized the Company to execute the Concession Agreement as per the Letter of Award for and on behalf of the Consortium.

After due discussions the Board passed the following resolution.

“RESOLVED THAT the members of the Company took note the Certificate of Incorporation of INDORE DEWAS TOLLWAYS LIMITED (A Special Purpose Vehicle) bearing registration no U45200AP2010PLC068238 dated 04-05-2010 issued by the Registrar of Companies, Hyderabad.”

“RESOLVED FURTHER THAT Mr. T. V. Sandeep Kumar Reddy and Mr. J. Brij Mohan Reddy, Directors of the Company be and are hereby severally authorized to undertake and execute the Project on behalf of the Company as per the terms and conditions of the Letter of Award.”

“RESOLVED FURTHER THAT Mr. T. V. Sandeep Kumar Reddy and Mr. J. Brij Mohan Reddy, Directors of the Company be and are hereby severally authorized to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary or desirable and to execute all such deeds and documents as may be considered necessary and expedient to give effect to the above said resolution.”

//Certified true copy//
For INDORE DEWAS TOLLWAYS LIMITED
(T.V. SANDEEP KUMAR REDDY)
Director

INDORE DEWAS TOLLWAYS LIMITED
Registered Office: 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500 082
Tel: +91 40 2331 0330, 2331 4284 Fax: +91 40 2339 8435

RESOLVED THAT Mr. T V SANDEEP KUMAR REDDY and J BRIJ MOHAN REDDY, Directors of the Company be and are hereby severally authorized to execute concession agreement, shareholders funding agreement, financing documents and each of the projects agreements and to verify, sign, affirm, accept such modifications and alterations on the aforesaid agreements with NHAI and any other agencies for the work of “Design, Construction, Development, Finance, Operation and Maintenance of Six Laning of Indore – Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. length 45.05 Km) in the state of Madhya Pradesh under NHDP Phase – V to be executed as BOT (Toll) project on DBFOT Pattern” and to all the acts and things as may be necessary in connection there with or incidental or ancillary thereto for execution delivery and performance of Concession Agreement works”.

“RESOLVED FURTHER THAT Mr. Dinesh Chandra Fulara, be and is hereby authorized to counter sign the Concession Agreement and such other Agreements in token thereof, as may be necessary”.

//CERTIFIED TRUE COPY//

For Indore Dewas Tollways Ltd

(T.V. Sandeep Kumar Reddy)
Director

For Indore Dewas Tollways Ltd

(J Brij Mohan Reddy)
Director

INDORE DEWAS TOLLWAYS LIMITED
Registered Office: 6-3-1090, B-1, TSR Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500 082
Tel: +91 40 2331 0330, 2331 4284 Fax: +91 40 2339 8435

558
ANNEXURE - XXVI

"RESOLVED THAT the Board be and hereby do take note of the Certificate of Incorporation of Balaji Highways Holding Private Limited (Balaji Holding) of the Company bearing Registration no-U45400AP2010PTC068181 dated 29th April, 2010 issued by the Registrar of Companies, Hyderabad."

"RESOLVED FURTHER THAT the Board be and hereby do take note of the Certificate of Incorporation of INDORE DEWAS TOLLWAYS LIMITED bearing Registration no U45200AP2010PLC068238 dated 4th May, 2010 issued by Registrar of the Companies, Hyderabad."

"RESOLVED FURTHER THAT the Board be and hereby do take note of the Letter of Award (LOA) No. NHAI/ Phase-V/MP/2009-10/021 dated 25.03.2010 addressed to DLF-Gayatri consortium for execution of Six Laneing of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh.

"RESOLVED FURTHER THAT the Company do hereby undertake, at all time during the Concession period, as per the draft concession agreement the draft of which was placed before the Board for approval, to maintain adequate equity in Balaji Holding, so as to ensure that Balaji Holding remains within the definition of associate/affiliate throughout the Concession period as provided in the draft Concession Agreement read with Request for Proposal (RFP)."

"RESOLVED FURTHER THAT the Company do hereby undertake, during the Concession period, to maintain the required equity in "INDORE DEWAS TOLLWAYS LIMITED", the concessionaire, through its associate/affiliate Balaji Holding, as provided in the draft Concession Agreement and terms of RFP."

//Certified True Copy//
For DLF Infra Holdings Limited

[Signature]
Director
ANNEXURE - XXVII
EXTRACTS OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s. INDORE DEWAS TOLLWAYS LIMITED HELD ON THE 14TH DAY OF MAY, 2010 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 6-3-1090, T.S.R. TOWERS, RAJBAHAN ROAD, HYDERABAD - 500 082

APPROVAL FOR TRANSFER OF SHARES

The Chairman of the meeting Mr. T V Sandeep Kumar Reddy placed on the table the transfer deeds lodged for transfer.

<table>
<thead>
<tr>
<th>Name of the Transferor</th>
<th>Distinctive Nos. From</th>
<th>Distinctive Nos. To</th>
<th>No. of Shares</th>
<th>Name of the Transferee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mrs. Balaji Holdings Highway Pvt. Ltd</td>
<td>033141</td>
<td>166601</td>
<td>50000</td>
<td>M/s. DLF Infrastructure Ltd</td>
</tr>
</tbody>
</table>

After the scrutiny of all the above transfer deeds handed over by the transferees, the Board has unanimously approved the transfers. Hence the following resolution was passed.

"RESOLVED THAT the share transfer applications, as described in the Share Transfer Register No. 1 for the transfer of Equity shares of the Company be and are hereby approved."

"FURTHER RESOLVED THAT the M/s. DLF Infrastructure Limited be entered in the Register of Members as member of Mrs. Balaji Holdings Highway Private Limited."

"FURTHER RESOLVED THAT Mr. T V Sandeep Kumar Reddy, Director and Mr. D. Balaji Mohan Reddy, Director of the Company be and are hereby authorized to sign the Share Certificates and M/s. DLF Infrastructure Limited be and is hereby authorized to countersign thereon."

/ / CERTIFIED TRUE COPY / /

For INDORE DEWAS TOLLWAYS LIMITED

(T V SANDEEP KUMAR REDDY)

Director

Registered Office: 6-3-1090, B-4, T.S.R. Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500 082
Tel: +91 40 2331 (330), 2331 2281 Fax: +91 40 2331 8125

560
SHARE CERTIFICATE

This is to certify that the person(s) named in this Certificate is/are the Registered Holder(s) of the within – mentioned share(s) bearing the distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed herein has been paid up on each such share.

EQUITY SHARES EACH OF RUPEES 10.00
AMOUNT PAID UP PER SHARE RUPEES 10.00

Regd. Folio No. IDTL007 Certificate No. 008

Name(s) of Holder(s) BALAJI HIGHWAYS HOLDING PVT. LTD.

No. of Equity Shares held **5000***

Five Thousand only

Distinctive No(s) 00033341 to 00038340

GIVEN under the Common Seal of the company this 14 May 15.

Director Director

Authorized Signatory

Note: No transfer of the share(s) mentioned in this certificate will be registered unless accompanied by this certificate.
<table>
<thead>
<tr>
<th>DATE</th>
<th>TRANSFER NO.</th>
<th>REGISTER FOLIO</th>
<th>NAME(S) OF TRANSFEE(S)</th>
<th>INITIALS</th>
<th>AUTHORISED SIGNATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 3 44</td>
<td>1</td>
<td>D11</td>
<td>DR. T. F. J.</td>
<td>M.</td>
<td></td>
</tr>
</tbody>
</table>

TOKARA TOLLWAYS T.A. LTD

562

AXVII
**SHARE CERTIFICATE**

This is to certify that the person(s) named in this Certificate is/are the Registered Holder(s) of the within – mentioned share(s) bearing the distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed herein has been paid up on each such share.

<table>
<thead>
<tr>
<th>EQUITY SHARES EACH OF RUPEES</th>
<th>10.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMOUNT PAID UP PER SHARE RUPEES</td>
<td>10.00</td>
</tr>
</tbody>
</table>

Regd. Folio No. **IDTL007**  
Certificate No. **009**

Name(s) of Holder(s) **BALAJI HIGHWAYS HOLDING PVT. LTD.**

No. of Equity Shares held **11660***  
Eleven thousand Six Hundred and Sixty only

Distinctive No(s) **00038341 to 00050000**

GIVEN under the Common Seal of the company this **21. MAY 2019**

Director  
Director

Authorized Signatory

Note: No transfer of the share comprised in this certificate will be registered unless accompanied by this certificate
## SHAREHOLDING PATTERN OF INDORE DEWAS TOLLWAYS LIMITED
### AS ON 14TH MAY, 2010

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Shareholder</th>
<th>No. of Shares</th>
<th>Share Capital (Rs.)</th>
<th>% Holding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DLF Infra Holdings Limited</td>
<td>5000</td>
<td>66,000</td>
<td>10.00</td>
</tr>
<tr>
<td>2</td>
<td>Balaji Highways Holding Pvt Ltd (Associate/Subsidiary of DLF Infra Holdings Private Limited)</td>
<td>11,660</td>
<td>1,16,600</td>
<td>23.32</td>
</tr>
<tr>
<td>3</td>
<td>Gayatri Projects Limited</td>
<td>16,660</td>
<td>1,66,600</td>
<td>33.32</td>
</tr>
<tr>
<td>4</td>
<td>Gayatri Infra Ventures Limited</td>
<td>16,660</td>
<td>1,66,600</td>
<td>33.32</td>
</tr>
<tr>
<td>5</td>
<td>Mr. T. V. Sandeep Kumar Reddy</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>6</td>
<td>Mr. J. Brij Mohan Reddy</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>7</td>
<td>Mr. K. G. Nandu</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td>8</td>
<td>Mr. G.N. Mallikarjuna Rao</td>
<td>5</td>
<td>50</td>
<td>0.01</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>50,000</strong></td>
<td><strong>5,000,000</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

//Certified True copy//

For Indore Dewas Tollways Limited

(T. V. SANDEEP KUMAR REDDY)
DIRECTOR

Registered Office: 6-A-1000, B-1, ISK Towers, Rajbhavan Road, Somajiguda, Hyderabad - 500082
Tel: +91 40 2331 0330, 2331 4284 Fax: +91 40 2339 3415

565
7th May 2010

To,

Mr. S. S. Gahanwar,
General Manager (Tech)
National Highways Authority of India,
G-5&6, Sector 10, Dwarka,
New Delhi – 110 075

Sub: Documents required for Signing the Concession Agreement for the Project “Six Laning of Indore - Dewas Section of NH-3 from Km 577.550 to Km 610.000 and Km 0.000 to Km 12.600 (Approx. Length 45.05 Km) in the State of Madhya Pradesh under NHDP Phase-V to be executed as BOT (Toll) project on DBFOT Pattern – Reg

Dear Sir,

With reference to the above we are enclosing herewith the following documents required for signing the Concession Agreement:

1) Copy of Certificate of Incorporation of INDORE DEWAS TOLLWAYS LIMITED
2) Certified copy of MOA & AOA of INDORE DEWAS TOLLWAYS LIMITED
3) Draft Concession Agreement duly filled
4) Share Holding Pattern of INDORE DEWAS TOLLWAYS LIMITED
5) Certified Copy of the Resolution passed by the Board of Directors at its Board Meeting Held on 7th May 2010 authorising Concessionaire to Sign the Concession Agreement
6) List of Directors of INDORE DEWAS TOLLWAYS LIMITED
7) Legal opinion from a Practicing Advocate
8) Copy of Board Resolution passed by Balaji Highways Holding (P) Limited and Associate of DLF Infra Holdings Limited authorizing for the incorporation of the SPV
9) Copy of Board Resolution passed by Gayatri Projects Limited authorizing for the incorporation of the SPV
10) Certified True copy of Board Resolution passed by Gayatri Infra Ventures Limited an associate of Gayatri Projects Limited authorizing for the incorporation of the SPV
11) Copy of Resolution passed by Balaji Highways Holding (P) Limited accepting for the contribution of required equity in INDORE DEWAS TOLLWAYS LIMITED
12) Copy of Resolution passed by Gayatri Projects Limited accepting for the contribution of required equity in INDORE DEWAS TOLLWAYS LIMITED

Documents relating to Balaji Highways Holding (P) Limited
1) Copy of Certificate of Incorporation of Balaji Highways Holding (P) Limited
2) Certified copy of MOA & AOA of Balaji Highways Holding (P) Limited
3) Shareholding Pattern of Balaji Highways Holding (P) Limited
4) List of Directors of Balaji Highways Holding (P) Limited
5) Copy of Board Resolution passed by DLF Infra Holding Limited authorizing the incorporation and Subscription to Balaji Highways Holding (P) Limited
6) Copy of Board Resolution passed by Gayatri Projects Limited authorizing the incorporation and Subscription to Balaji Highways Holding (P) Limited

Kindly confirm the day for signing the Concession Agreement.

Thanks & regards,

For INDORE DEWAS TOLLWAYS LIMITED

(T. V. Sundeep Kumar Reddy)
Director