

CONCESSION AGREEMENT

BETWEEN



**BANGALORE DEVELOPMENT AUTHORITY
(THE AUTHORITY)**

AND

.....

(THE CONCESSIONAIRE)

FOR

**DEVELOPMENT OF EIGHT LANE PERIPHERAL RING
ROAD TO BENGALURU CITY UNDER PUBLIC PRIVATE
PARTNERSHIP**

**Part I
Preliminary**

CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the *** day of ***, 20**

BETWEEN

1. **THE BANGALORE DEVELOPMENT AUTHORITY, established under the Bangalore Development Authority Act**, represented by its Commissioner and having its principal offices at T.Chowdaiah Road, Kumarapark West, Bangalore – 560 020 (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. {**** LIMITED}³, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ****, (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.

WHEREAS:

- (A) The Authority had resolved to develop a greenfield Peripheral Ring Road from km ** to km ** (approximately 73.04 km) (hereinafter called the "PRR" or "Project Road") in Bengaluru by Eight-Laning on design, build, finance, operate and transfer (the "DBFOT") basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.
- (B) The Authority had accordingly invited proposals by its [Tender Notice/ Request for Proposal No. *** dated ***] (the "**Request for Proposal** " or "**RFP**") prescribing the technical and commercial terms and conditions for shortlisting and selection of bidder for construction, operation and maintenance of the above referred PRR on DBFOT basis and had shortlisted certain bidders including, inter alia, the {the selected bidder/ consortium _____ comprising _____, _____ and _____ (collectively the "**Consortium**") with as its lead member (the "Lead Member")}

³ The provisions in curly parenthesis and the blank spaces shall be retained in the draft Concession Agreement and shall be suitably modified/filled after completion of the bid process to reflect the particulars relating to the selected bidder.

- (C) After evaluation of the bids received, the Authority had accepted the bid of the {selected bidder/ Consortium} and issued its Letter of Award No.....dated.....(herein after called the "LOA") to the {selected bidder/ Consortium} requiring, inter alia, the execution of this Concession Agreement within 45 (forty five) days of the date of issue thereof.
- (D) {The selected bidder/ Consortium has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium under the LOA,} including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project
- (E) {By its letter datedthe Concessionaire has also joined in the said request of the selected bidder/ Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ 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 selected bidder/ Consortium for the purposes hereof}.
- (F) The Authority has agreed to the said request of the {selected bidder/ 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.
- (G) Authority acknowledges that simultaneously with the execution of this Agreement, the Concessionaire has paid an amount of Rs. _____ (Rupees____only) in the Designated Account towards acquisition of the land required for the Project by the Authority as set forth in Annex-VI (Schedule A)_____.

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 1

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of Karnataka, 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 Bengaluru 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, reorganization, 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, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;
- u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references

to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

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

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) Acquisition of required land area for development of the Project Road by the Authority in accordance with the provisions of this Agreement;
- b) construction of the Project Road 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;
- c) operation and maintenance of the Project Road in accordance with the provisions of this Agreement; and
- d) 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

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, license and authority to construct, operate and maintain the Project (the "**Concession**") for a period of 50 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 license to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
 - b) finance and construct the Project Road;
 - c) manage, operate and maintain the Project Road 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 Road 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 Road nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

3.2. Deleted

ARTICLE 4

4.1 CONDITIONS PRECEDENT

4.1.1 Conditions Precedent

4.1.1.1 Save and except as expressly provided in Articles 4, 9, 10, 24, 34, 37.3.1, 37.3.3, 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**").

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

- a) Acquired at least 50% (fifty per cent) of the Site as per the timeline and milestone set out in Annex-II (Schedule-A) and shall have procured for the Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.1;
- b) Withdrawn the cost towards land acquired as per the sub-clause (a) above from the Designated Account as set out in Annex-II (Schedule-A);
- c) issued the Fee Notification within 60 (sixty) days of furnishing the Performance Security by the Concessionaire in accordance with Article 9;
- d) Deleted
- e) procured approval of the Railway authorities in the form of a general arrangement drawing that would enable the Concessionaire to construct road over bridges/ under bridges at level crossings on the Project Road in accordance with the Specifications and Standards and subject to the terms and conditions specified in such approval within 60 (sixty) days of furnishing the Performance Security by the Concessionaire in accordance with Article 9; and
- f) procured all Applicable Permits relating to environmental protection and conservation of the Site within 60 (sixty) days of furnishing the Performance Security by the Concessionaire in accordance with Article 9. In the event of any change in alignment, procure all Applicable Permits relating to environmental protection including forest clearance and conservation of the Site.
- g) Set up a Project Development Committee within 7 (seven) days of signing of this Agreement to co-ordinate and facilitate for withdrawal of amount from the Designated Account for the purpose of land acquisition.

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 (e) above and in that event the land to be covered by over bridges or the affected sections of the Project Road, 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 there from for completion of the over bridges. For the avoidance of doubt, the approval specified in Sub-clause (e) above shall cease to be a Condition

Precedent upon the extension of time under this Proviso.

4.1.1.3 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) deposited amount towards tranche 2 as provided in Annex-VI (Schedule-A) in the Designated Account for the purpose of land acquisition by the Authority within the timeline and as per the milestone set out therein;
- b) provided Performance Security to the Authority;
- c) executed and procured execution of the Escrow Agreement;
- d) executed and procured execution of the Substitution Agreement;
- e) 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;
- f) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;
- g) 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;
- h) 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
- i) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof:

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.1.3. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

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

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

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not fulfil any or all of the Conditions Precedent set forth in Clause 4.1.1.2 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 0.01% (zero point zero one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 5% (five percent) of the Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not fulfil any or all of the Conditions Precedent set forth in Clause 4.1.1.3(a) within the period stipulated herein or in case of Clauses 4.1.1.3 (b) to (i) 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 fulfill the obligations under Clause 4.1.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.

ARTICLE 5

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 Road 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 4.1.1.2) 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 Road;
 - c) perform and fulfill its obligations under the Financing Agreements;
 - d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
 - e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;
 - f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
 - g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
 - i) transfer the Project Road to the Authority upon Termination of this Agreement, in

accordance with the provisions thereof;

5.2 Obligations relating to Project Agreements

- 5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.
- 5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. 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, where under such counter party(ies) shall

acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

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

5.3 Obligations relating to Change in Ownership

- 5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.
- 5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:
- (i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Concessionaire; or
 - (ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

- a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;
- b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and
- c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Employment of foreign nationals

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

5.5 Employment of trained personnel

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

5.6 Sole purpose of the Concessionaire

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

5.7 Branding of Project Road

The Project Road 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 Road 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.

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 Road.

ARTICLE 6

6 OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

- 6.1.1 The Authority shall, at its own cost and expense undertakes, 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 undertake 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 Road by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order;
 - 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 Road;
 - e) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Road;
 - f) assist the Concessionaire in procuring police assistance for regulation of traffic, removal of trespassers and security on or at the Project Road;
 - 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;
 - 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.
 - j) Withdraw the cost towards acquisition of Site required for the Project from the Designated Accounted as set out in Annex-II (Schedule-A).
 - k) any third party facility crossing or along the Project Road, is envisaged in future; then

the Authority, the Concessionaire and such third party shall mutually agree upon relevant terms and conditions of such development.

6.2 Deleted

6.3 Deleted

ARTICLE 7

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 organized 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 authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or 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 or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which

- in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {selected bidder/Consortium Members}, together with {its/their} Associates, hold not less than 51% (fifty one percent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Proposal shall not hold less than 26% (twenty six per cent) of Equity during the Construction Period;
 - l) {the selected bidder/Consortium Members and its/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) {the selected bidder/each Consortium Member} is duly organized 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 Road 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 {selected bidder/ Consortium Members} in response to the 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 authorize 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 Road 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 nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8

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 Proposal, 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

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 (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. 300 crore (Rupees Three Hundred Crore Only)⁹ 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 Calculated @ 5% (five percent) of the amount specified in the definition of Total project Cost.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 20% (twenty per cent) of the Total Project Cost; 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

10 RIGHT OF WAY

10.1 The Site

The site of the Project Road 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 Eight-Laning of the Project Road as set forth in Schedule-A.

10.2 Licence, Access and Right of Way

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

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

10.2.3 The licence, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way, if any.-

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 license granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.
- 10.2.6 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructory rights thereon during the Concession Period.

10.3 Procurement of the Site

- 10.3.1 The Authority Representative and the Concessionaire shall, taking into account the conditions and timelines specified in Article 4.1.1.2, 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 under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.
- 10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 50% (fifty per cent) of the total area of the Site required and necessary for the Eight-Lane Project Road., 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 its removal 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.
- 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, on the terms and to the extent specified by the Authority, the additional land required for [Toll Plazas, Traffic Aid Posts, Medical Aid Posts, under passes and over passes or for] construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site and vest in the Authority; provided that the Concessionaire may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws 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 Concessionaire on behalf of 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 Plazas and approach roads thereof shall conform to the provisions of Schedule-B and Schedule-C. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.
- 10.3.7 The Concessionaire may procure at its cost and expense and on its own the land that may be required by it for Additional Facilities and the Authority shall have no obligation or liability in respect thereof. For the avoidance of doubt, the Concessionaire shall seek prior

consent of the Authority to connect any Additional Facility to the Project Road 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. 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 Road 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 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 Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

10.9 Deleted

ARTICLE 11

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 Road. 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 Road 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 Road. 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 Road, 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 Road. The cost of such felling shall be borne by the Concessionaire, 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

12 CONSTRUCTION OF THE PROJECT ROAD

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 Road under and in accordance with the Applicable Laws and Applicable Permits.

12.2 Deleted

12.3 Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the Project Road 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 Road, finished road level, location and layout of the Toll Plaza[s] 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 Road as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Road and setback lines, if any, of the buildings and structures forming part of Project Facilities.

12.4 Eight-Laning of the Project Road

12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Eight-Laning as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The 730th (Seven Hundred Thirty day from the Appointed Date shall be the scheduled date for completion of Eight-Laning (the "**Scheduled Eight-Laning Date**") and the Concessionaire agrees and undertakes that Eight-Laning shall be completed on or before the Scheduled Eight-Laning Date.

12.4.2 The Concessionaire shall construct the Project Road 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 Eight-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 Eight-Laning Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Authority to 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 Eight-Laning] is not completed within 270 (two hundred and seventy) days from the Scheduled Eight-Laning Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.5 Deleted

12.6 Deleted

12.7 Deleted

ARTICLE 13

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 Road 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 PWD 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 Eight Laning is not likely to be achieved by the Scheduled Eight-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 Eight 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 Eight-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

14 COMPLETION CERTIFICATE

14.1 Tests

14.1.1 At least 30 (thirty) days prior to the likely completion of the Project Road, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Road 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-1. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project Road 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 Road 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 Road 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 Road 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 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project Road, if at least 75% (seventy five per cent) of the total length of the Project Road has been completed. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part.

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 Road 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 Road 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 Road 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 reschedule the Tests and hold the same as soon as reasonably practicable.

ARTICLE 15

15 ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

Eight-Laning shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate or the Provisional Certificate is issued (the "**COD**"). The Project Road shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Fee in accordance with the provisions of Article 27.

15.2 Damages for delay

Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Eight Laning Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.

ARTICLE 16

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 therefor 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 Road 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 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 90 (ninety) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts hereunder, and in the event of any Dispute, any 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 3% (three 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 3% (three 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 3% (three per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire be deemed to form part of the actual capital cost of the Project.

16.4 Restriction on certain works

- 16.4.1 Notwithstanding anything to the contrary contained in this Article 16, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of Eight-Laning; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining completion of Eight-Laning and issuing the Provisional Certificate.
- 16.4.2 Deleted

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, as per the provisions of the Karnataka Transparency in Public Procurement (KTPP) Act and Rules, in case the cost of Change of Scope exceed 20 % of the Total Project Cost at any time during the Concession period; provided that the cost for the Change of Scope is within 20% of the Total Project Cost and the Authority may approach Concessionaire to undertake the Change of Scope as per the provisions of this Article 16 or to any person on the basis of open competitive bidding as per the provisions of the KTPP Act and Rules. 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 minimizes the disruption in operation of the Project Road. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

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

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 Road 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 Road to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specification 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 Road during normal operating conditions;
- b) collecting and appropriating the Fee;
- c) minimizing disruption to traffic in the event of accidents or other incidents-affecting the safety and use of the Project Road 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 Road;
- 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 unauthorized use of the Project Road;
- h) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Road;
- i) protection of the environment and provision of equipment and materials therefor;
- j) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Road;
- k) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies;
- l) complying with Safety Requirements in accordance with Article 18.
- m) not to utilize the land earmarked for the central median for any commercial or revenue generating activities as the case may be;
- n) any kind of advertisements shall not obstruct the view of the traffic; and
- o) sound barriers to be erected in appropriate places.

17.1.2 The Concessionaire shall remove promptly from the Project Road 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 Road in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

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

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project Road 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 prior to the Scheduled Eight-Laning Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project Road 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 schedule;
- b) arrangements and procedures for carrying out urgent repairs;

- c) criteria to be adopted for deciding maintenance needs;
- d) intervals and procedures for carrying out inspection of all elements of the Project Road;
- 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 Road shall be limited to an initial response to any particular incident until such time as 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. [

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 Road, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project Road to traffic for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning 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 Road 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 Road and shall notify the Authority of the same without any delay.

17.6.3 Any decommissioning or closure of any part of the Project Road 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 Road 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) meters, or part thereof, for each day of delay until the lane has been re-opened for traffic.

17.8 Damages for breach of maintenance obligations

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

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

17.9 Authority's right to take remedial measures

- 17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Road 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 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, and exercise such control over the Project Road 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 Road

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Road 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 Road conforms to the provisions of this Agreement.

17.12 Modifications to the Project Road

The Concessionaire shall not carry out any material modifications to the Project Road save and except where such modifications are necessary for the Project Road to operate in conformity with the Specification 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 Road is not available to traffic on account of any of the following for the duration thereof:

- a) an event of Force Majeure;
- b) measures taken to ensure the safe use of the Project Road 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 Road.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project Road 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 Road 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 Road that may cause a material adverse effect on the flow of traffic to and from the Project Road.

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 Road; provided that this restriction shall not apply to the Toll Plaza[s], rest areas, bus shelters and telephone booths located on the Project Road if the advertising thereon does not, in the opinion of the Authority, distract the Users or violates extant guidelines of PWD or any other Government Instrumentality. All advertising on the Project Road 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.

17.16 Installation and operation of CCTV

The Concessionaire shall install and operate a closed circuit television system to monitor such parts of the Project as may be necessary and expedient for a safe, secure and smooth operation thereof.

ARTICLE 18

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 Road, 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 Road in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

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

ARTICLE 19

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 Road 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 Road 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 Road 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 Road into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project Road 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 Road relating to the safety and security of the Users and Project Road. 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 Road shall include:

- a) death or injury to any person;
- b) damaged or dislodged fixed equipment;
- c) any obstruction on the Project Road, 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 Road;
- f) smoke or fire;
- g) flooding of Project Road; and
- h) such other relevant information as may be required by the Authority or the Independent Engineer.

ARTICLE 20

20 TRAFFIC REGULATION

20.1 Traffic regulation by the Concessionaire

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

20.2 Police assistance

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

20.3 Buildings for Traffic Aid Posts

The Concessionaire shall, in accordance with the type designs prescribed for such police outpost buildings by the State Government or a substitute thereof, construct buildings not exceeding 25 (twenty five) square meters of plinth area, for each of the Traffic Aid Posts, and hand them over to the Authority not later than 30 (thirty) days prior to the Scheduled Eight-Laning Date. The Traffic Aid Post[s] shall be deemed to be part of the Site and shall vest in the Authority.

20.4 Recurring expenditure on Police assistance

On or before the Scheduled Eight-Laning Date, the Concessionaire shall provide to the State Police Department or a substitute thereof one Jeep or similar vehicle in good working condition along with chauffeurs for round-the-clock patrolling as set forth in Clause 20.2 and shall meet the operating costs of such vehicle including the salaries and allowances of the chauffeurs. 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

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 Authority in setting up and operating a medical aid post (the "**Medical Aid Post**") at each of the Toll Plazas with round-the-clock ambulance services for victims of accidents on the Project Road.

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), construct an aid post building and 2 (two) residential quarters, and hand them over to the Authority. The Medical Aid Post(s) shall be deemed to be part of the Site and shall vest in the Authority.

21.3 Recurring expenditure on Medical Aid Posts

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

ARTICLE 22

22 TRAFFIC CENSUS AND SAMPLING

22.1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerized traffic counters at each of the Toll Plazas and collect data relating to the number and types of vehicles using the Project Road. 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 Road. 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 Road, 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, Realizable Fee for any comparable period shall be calculated with reference to the traffic determined hereunder.

22.4 Computer systems and network

The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Authority and other related entities for exchange

of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange (the "**EDI**") as the Authority may specify. For the avoidance of doubt, it is agreed that the form specified in Schedule-N may be modified by the Authority from time to time for conforming to the requirements and output of EDI.

ARTICLE-23

23 INDEPENDENT ENGINEER

23.1 Appointment of Independent Engineer

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

23.2 Duties and functions

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

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

23.3 Remuneration

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

23.4 Termination of appointment

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

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

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

23.5 Authorised signatories

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

23.6 Dispute resolution

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

23.7 Interim arrangement

In the event that the Authority does not appoint an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorize any person to discharge the functions of the Independent Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Independent Engineer, and such functions shall be discharged as and when an Independent Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause 23.7 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

Part IV

Financial Covenants

ARTICLE 24

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, or for a further period not exceeding 200 (two hundred) days, subject to payment of Damages specified in Clause 4.3; 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 4.1.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

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

24.2 Termination due to failure to achieve Financial Close

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

24.2.2 Upon Termination under Clause 24.2.1, the Authority shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.1.2, it shall, upon Termination, return the Bid Security forthwith along with the Damages due and payable under Clause 4.2. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by

Performance Security, Authority shall be entitled to encash therefrom an amount equal to Bid Security.

ARTICLE 25

25 PREMIUM

25.1 Premium

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

ARTICLE 26

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 commencing from the day falling after 1 (one) day from COD, a Premium in the form of an additional Concession Fee equal to {__% (___ per cent)} of the Gross Revenue throughout the Concession Period.

26.2.2 Gross Revenue shall be computed on the basis of the Realisable Fee and all other revenues accruing to the Concessionaire in respect of the Project Facilities during the relevant period of computation.

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

26.3 Determination of Realisable Fee

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

26.4 Payment of Concession Fee

The Concession Fee payable under the provisions of this Article 26 shall be due and payable in monthly instalments. Within 7 (seven) days of the close of each month, the Concessionaire shall pay to the Authority against the Concession Fee, a provisional amount calculated on the basis of total Realisable Fee of the immediately preceding month, and final settlement thereof, based on audited accounts of the Concessionaire, shall be made within 120 (one hundred and twenty) days of completion of the respective Accounting Year.

26.5 Verification of Realisable Fee

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

26.5.2 If the verification of Fee revenues pursuant to this Clause 26.5 demonstrates that the Realisable Fee is more than the amount reported by the Concessionaire, the Authority shall, for the purpose of determining the Fee revenues, be entitled to undertake traffic sampling for a continuous period of 7 (seven) days in accordance with Clause 22.3. The Parties hereto agree that if the average daily Fee revenue determined under this Clause 26.5.2 exceeds the average daily Realisable Fee reported by the Concessionaire during the preceding month by 1% (one percent) thereof, the difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product 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 payable under this Clause 26.5.2.

ARTICLE 27

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 in accordance with this Agreement and the Karnataka Gazette notification vide No. PWD 18 EAP 2009 (P1) Bangalore, dated: 26th May, 2009 (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 has been issued by the Authority under as per Karnataka Gazette notification vide No. PWD 18 EAP 2009 (P1) Bangalore, dated: 26th May, 2009 (the "**Fee Notification**") and a copy of thereof is 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 Road 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 Road 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 no revision shall be effected within a period of 6 (six) months from the date of the preceding revision of Fee.

27.2.2 Deleted

27.2.3 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of Fee or other relief from the Authority or any 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 Road, and shall issue a pass in respect thereof for commuting on a section of the Project Road 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.200 (Rupees two hundred only), with reference to the base year 2009-10, 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 Road and does not cross a Toll Plaza.

27.4 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 Road. 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 Road 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 Deleted

27.7 Tolling Contractor

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

27.8 Fee collection points

Fee shall ordinarily be collected at the Toll Plazas from vehicles crossing the Toll Plazas and using the whole or part of the Project Road; provided that for preventing evasion of Fee by any vehicle circumventing one or both of the Toll Plazas and using the whole or part of the Project Road located between such Toll Plazas, the Concessionaire shall be entitled to set up at its own risk and cost, and in consultation with the Independent

Engineer, its temporary or permanent Fee collection booths, or impose such other restrictions on entry to the Project Road, as may reasonably be necessary for preventing such evasion. For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who only use part of the Project Road which is situated between the two Toll Plazas OR only use part of the Project Road situated on any one side of the Toll Plaza. It is further acknowledged and agreed that the restrictions hereunder shall not extend beyond a distance of 10 (ten) kilometres from the Toll Plazas and the provisions of this Clause 27.8 shall be so enforced as to minimise inconvenience to Users who are not liable to payment of Fee.

27.9 Additional charge for evasion of Fee

In the event that any vehicle uses the Project Road without payment of Fee due, the Concessionaire shall be entitled to determine and collect from such vehicle the Fee due and an equivalent amount towards predetermined liquidated damages for unauthorized use of the Project Road; provided that the determination and collection of such liquidated damages shall be at the risk and cost of the Concessionaire and the Authority shall not in any manner be liable on account thereof; provided that upon failure of the driver of such vehicle to pay Fee, the Concessionaire may prevent such vehicle from using the Project Road and may have such vehicle removed therefrom.

27.10 Additional fee for overloaded vehicles

Without prejudice to the liability incurred under the Applicable Laws by any person driving a vehicle that is loaded in excess of the permissible limit set forth in such laws, the Concessionaire may recover Fee for such overloaded vehicle at the rate applicable to the next higher category of vehicles.

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

Provided further that upon detection of overloading, the Concessionaire shall prevent the vehicle from using the Project Road 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 kilometer before the Toll Plaza, 500 (five hundred) meters before the Toll Plaza and 50 (fifty) meters before entry to the Toll Plazas, prominently display the applicable rates of Fee for information of Users approaching the Toll Plaza and shall also publish and display such other information in such manner as may be prescribed under the Fee Notification.

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 Notification.

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

ARTICLE 28

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ARTICLE 29

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ARTICLE 30

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ARTICLE 31

31 ESCROW ACCOUNT

31.1 Escrow Account

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

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

31.2 Deposits into Escrow Account

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

- a) all funds constituting the Financial Package;
- b) all Fee and any other revenues from or in respect of the Project Road, 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 for and in respect of the Project Road;
- b) all payments relating to construction of the Project Road, 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;
- h) monthly proportionate provision of debt service payment 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.

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

31.4 Withdrawals upon Termination

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

- a) all taxes due and payable by the Concessionaire for and in respect of the Project Road;
- 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 Annual Fee;
- 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

32 INSURANCE

32.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the "**Insurance Cover**"). The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period. 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 the insurance into the Escrow Account. For the avoidance of doubt, the level of the 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 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 Road, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

ARTICLE 33

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 Road 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 Road and liable for payment of Fee therefor, (b) Fee charged and received, Realisable Fee and other revenues derived from the Project Road, and (c) such other information as the Authority may reasonably require.

33.2 Appointment of auditors

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

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

33.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

33.2.4 Deleted

33.3 Certification of claims by Statutory Auditors

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

33.4 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.

PartV

Force Majeure and Termination

ARTICLE 34

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 Road for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 34.3;
- c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- f) any event or circumstances of a nature analogous to any of the foregoing.

34.3 Indirect Political Event

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

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of

- foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
 - c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
 - d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
 - e) any Indirect Political Event that causes a Non-Political Event; or
 - f) any event or circumstances of a nature analogous to any of the foregoing.

34.4 Political Event

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

- a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 41 and its effect, in financial terms, exceeds the sum specified in Clause 41.1;
- b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;
- c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- e) any event or circumstance of a nature analogous to any of the foregoing.

34.5 Duty to report Force Majeure Event

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

- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 34 with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

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

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

34.6 Effect of Force Majeure Event on the Concession

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

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

- a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- b) after COD, whereupon the Concessionaire is unable to collect Fee despite making best efforts or it is directed by the government / Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fee on account thereof; provided that in the event of partial collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt,

loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

34.7 Allocation of costs arising out of Force Majeure

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

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

- a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
- b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and
- c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

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

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

34.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) day-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 (a) 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 (i) 100% (one hundred per cent) of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination without any interest; and (ii) 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.
- c) 100% (one hundred per cent) of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination without any interest;

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 a 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

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 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, the Authority shall, in addition to payment of compensation hereunder, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed or the collection of Fee remained suspended on account thereof, as the case may be; and in the event of reduction in collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall, in addition to payment of compensation hereunder, extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

35.4 Deleted

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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

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 in the Concessionaire 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 authorized 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 Road 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

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 Concessionaire fails to deposit amount towards land acquisition as per the timelines and milestones as set out in Annex – VI, Schedule A.
- b) 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;
- c) 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;
- d) 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;
- e) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Road without the prior written consent of the Authority;
- f) Project Completion Date does not occur within the period specified in Clause 12.4.3;
- g) the Punch List items have not been completed within the period set forth in Clause 14.4.1;
- h) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- i) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;
- j) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;
- k) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified herein above;

- l) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;
- m) the Concessionaire creates any Encumbrance in breach of this Agreement;
- n) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- o) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;
- p) 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;
- q) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;
- r) 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;
- s) 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;
- t) 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;
- u) 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;
- v) 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;

- w) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- x) the Concessionaire commits a default in complying with any other provision of this Agreement if such 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; or
- 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.

37.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of a 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 Event of Default prior to COD, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination. For avoidance of doubt, the Parties agree that the obligation of the Authority under this clause shall not include payment of any interest on such amount in the Designated Account.

37.3.2 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 (i) 49% of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination, if the Termination occurs prior to 1st anniversary of COD and for the Termination occurring any year thereafter, the amount so payable shall be decreased by 1% for each year passed from the COD; By way of illustration, if the Termination happens on the 4th anniversary of COD, than the Authority shall be required to pay 45% of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination; For avoidance of doubt, the Parties agree that the obligation of the Authority under this clause shall not include payment of any interest on such amount in the Designated Account. and (ii) 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..

37.3.3 Upon Termination on account of an Authority Default prior to the Appointed Date, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 100% of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination; For avoidance of doubt, the Parties agree that the obligation of the Authority under this clause shall not include payment of any interest on such amount in the Designated Account.

37.3.4 Upon Termination on account of a Authority Default post Appointed Date, 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.
- c) 100% of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination, if the Termination occurs prior to 1st anniversary of COD and for the Termination occurring any year thereafter, the amount so payable shall be decreased by 1% for each year passed from the COD; By way of illustration, if the Termination happens on the 4th anniversary of COD, than the Authority shall be required to pay 96% of the amount deposited by the Concessionaire in the Designated Account till the date of such Termination; For avoidance of doubt, the Parties agree that the obligation of the Authority under this clause shall not include payment of any interest on such amount in the Designated Account.;

37.3.5 Termination Payment shall become due and payable to the Concessionaire within 90 (ninety) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, 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.

37.3.6 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 Road 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;
- 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; and

- f) be entitled to withdraw and appropriate the amount, if any, from the Designated Account.

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

38 DIVESTMENT OF RIGHTS AND INTEREST

38.1.1 Divestment Requirements

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

- a) notify to the Authority forthwith the location and particulars of all Project Assets;
- b) deliver forthwith the actual or constructive possession of the Project Road, 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 Road 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 Road 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 Road 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 Road, including manufacturers' warranties in respect of any plants 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 Road, free from all Encumbrances, absolutely unto the Authority or to 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 a 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 specifying the time, date and venue of such verification and/or inspection, 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 38.1.1 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 Road 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 Road, 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 Road 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 Road 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

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 Road 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 Road 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 Road 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 Road 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 Road 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

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

41 CHANGE IN LAW

41.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in cost 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)²⁵ and 0.5% (zero point five percent) of the Realisable Fee in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire the Parties shall meet, as soon as reasonably practicable, but not later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

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

41.2 Reduction in costs

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

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place

²⁵ This amount may, in the description of the Government, be suitably increased, but in no case exceeding a ratio of Rs. 1 Crore for every Rs. 500 cr. Of Total Project Cost.

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

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 **Government Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, 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 Government Indemnified Persons.

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

42.2 Indemnity by the Concessionaire

42.2.1 Without limiting the generality of Clause 42.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Government 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 Government Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and

damages which the Government 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 Road, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

42.3 Notice and contest of claims

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

42.4 Defence of claims

- 42.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 42, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or

proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

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

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

- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

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

42.5 No consequential claims

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

42.6 Survival on Termination

The provisions of this Article 42 shall survive Termination.

ARTICLE 43

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 Road 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 Road and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

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

43.3 Property taxes

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

43.4 Restriction on sub-letting

The Concessionaire shall not sublicense or sub-let 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 Road.

ARTICLE 44

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 Commissioner, BDA 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, may be submitted by either Party for settlement under the Arbitration Centre – Karnataka (Domestic and international) Rules, 2012 by one or more arbitrator appointed in accordance with its rules (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 Bengaluru, and the language of arbitration proceedings shall be English.

44.3.2 Deleted

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

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

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

44.4 Deleted

ARTICLE 45

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(s) and Concessionaire's Registered Office. The Concessionaire shall prominently display at each of the Toll Plaza(s) 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 Road, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

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

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in 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

46 REDRESSAL OF PUBLIC GRIEVANCES

46.1 Complaints Register

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

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 Bengaluru 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 Depreciation and interest

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

47.3.2 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.

47.4 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 60 (sixty) days of receiving a demand along with the necessary particulars.

47.5 Waiver

47.5.1 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.

47.5.2 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.

47.6 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 Road nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

47.7 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.

47.8 Survival

47.8.1 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.

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

47.9 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 Proposal shall be deemed to form part of this Agreement and treated as such.

47.10 Severability

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

47.11 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.

47.12 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.

47.13 Successors and assigns

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

47.14 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 Bengaluru 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 Commissioner, BDA 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 Bengaluru 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.

47.15 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.

47.16 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

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;

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

- a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;
- b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date;
- c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.17% (zero point one seven percent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

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

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

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

"Appendix" shall have the meaning set forth in Clause 10.3.1;

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

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

"Appointed Date" means the date on which Financial Close is achieved or an earlier date that the Parties may by mutual consent determine, and shall be deemed to be the date of commencement of the Concession Period; For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be;

"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);

"Average Daily Fee" means the amount arrived at after dividing the total Realisable Fee of the immediately preceding Accounting Year by 365 (three hundred and sixty five), and increasing the results 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;

"BDA" means the Bangalore Development Authority or any substitute thereof dealing with the Project Road;

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

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

replacement of such Bank Rate for the time being in effect;

"Bid" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposal 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. ***** crore (Rupees ***** crore)²⁷, in accordance with the Request for Proposal, 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 vehicles being a light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7500 (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 as applicable to the State;
- (b) the repeal, modification or re-enactment of any existing Indian law as applicable to the State;
- (c) the commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law, as applicable to the State, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/Consortium Members} together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof during Construction Period, (ii) 33% (thirty three per cent) thereof during a period of 3 (three) years following COD, and (iii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process) in the proportion of the equity holding of the

²⁷ ²⁵ Calculated @1% (one per cent) of the amount specified in the definition of Total Project Cost.

selected bidder/any Consortium Member to the total Equity if it occurs prior to COD, 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;

"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 4.3.1.1;

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

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

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

"Construction Works" means all works and things necessary to complete the Project Road 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 Road 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 (A);

"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 (i) any part of the principal that had fallen due for repayment two years prior to the Transfer Date (ii) any debt provided by the Senior Lenders under the Financing Agreements for financing land acquisition;
- 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, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default, and (iv) any interest, fees or charges that had fallen due towards repayment of debt provided by the Senior Lenders under the Financing Agreements for financing land acquisition; 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;

“Designated Account” shall mean the account of the Authority meant solely for the purpose of depositing all the money towards the cost of land acquisition by the Concessionaire in accordance with this Agreement

"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 Road as set forth in Schedule-H, and shall include 'as built' drawings of the Project Road;

"Eight-Laning" or "Eight-Lane" means the construction and completion of all works included in or constituting a Eight-Lane Project Road, as specified in Article 2 read with Schedule-B and Schedule-C;

"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 Road 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 Road, 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 Road, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Road, 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 for the purposes of this Agreement shall 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;

"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 Notification:

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

"Fee Notification" means the Government Notification No. _____ dated _____

issued by the Government in exercise of the powers conferred by Karnataka Gazette notification vide No. PWD 18 EAP 2009 (P1) Bangalore, dated: 26th May, 2009 in respect of the levy and collection of Fee during the Concession Period, and a copy of which is at Schedule-R, and include any subsequent notifications issued from time to time for levy and collection of the Fee contemplated by the provisions of this Agreement;

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

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

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

"GoI" means the Government of India-

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

"Government" means the Government of Karnataka;

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

"Government Instrumentality" means any department, division or sub-division of 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 of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Road or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

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

"Gross Revenue" means all the revenues chargeable by the Concessionaire from the Project Facilities;

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

"Heavy Truck" or "Multi-axle truck" means any goods carrier with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms and includes a truck with three or more axles;

"IRC" means the Indian Roads Congress;

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

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

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

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

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 32, and 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 Acceptance" means the letter of acceptance 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 mechanical vehicle being a passenger vehicle, minibus, light goods vehicle or goods carrier with a Gross Vehicle Weight exceeding 7500 (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 Road, provided that (a) such vehicle is owned by a person who resides within a distance of 20 km (twenty kilometers) from the nearest Toll Plaza; (b) its use of such section of the Project Road does not extend beyond a Toll Plaza other than such nearest Toll Plaza; and (c) such section of the Project Road has no service road or alternative road; and shall include a vehicle that uses a section of the Project Road but does not cross a Toll Plaza;

"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 Road 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" shall have the meaning set forth in Clause 25.3.1;

"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) kilograms;

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

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

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

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

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

"Premium" shall have the meaning set forth in Clause 25.4; **"Project"** means the construction, operation and maintenance of the Project Road 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 over-bridges, drainage works, traffic signals, sign boards, kilometre-stones, toll plaza[s], electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the Project Road, 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 Road on or before the Scheduled Eight-Laning Completion Date;

"Project Development Committee" means the Committee set up by the Authority comprising of _____, _____ and the Concessionaire for co-ordinating and deciding the deposit of amount by the Concessionaire and withdrawal of amount from the Designated Account for the purpose of land acquisition by the Authority;

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

"Project Road" means the Site comprising the existing road comprising ** from km ** to km ** and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

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

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

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

"RBI" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

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

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

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

"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 Bangalore by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Bangalore by the Bank of India and the Bank of Baroda;

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

"Right of Way" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described,

necessary for construction, operation and maintenance of the Project Road 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 Eight-Laning Date" shall have the meaning set forth in Clause 12.4.1;

"Scope of the Project" shall have the meaning set forth in Clause 2.1;

"Senior Lenders" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold parri passu charge on the assets, rights, title and interests of the Concessionaire;

"Site" shall have the meaning set forth in Clause 10.1;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Road, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Road submitted by the Concessionaire to, and expressly approved by, the Authority;

"State" means the State of Karnataka and "State Government" means the government of that State;

"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 shareholder for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and
- b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date;

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

"Subsistence Revenue" means the total amount of Fee revenue that is required by the Concessionaire in an Accounting Year to meet the sum of (a) O&M Expenses, subject to an annual ceiling of 3% (three per cent) of the Total Project Cost, during the first Accounting Year after COD, to be revised for each subsequent year to reflect the variations in WPI occurring between COD and commencement of such Accounting Year, and (b) Debt Service in such Accounting Year, but excluding any interest paid by the Authority under clause 34.7.2 or 35.2;

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

"Suspension" shall have the meaning set forth in Clause 36.1;

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

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

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

"Termination Payment" means the amount payable by the Authority to the Concessionaire upon Termination and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the product arrived at by subtracting Debt Due from Total Project Cost;

"Tests" means the tests set forth in Schedule-1 to determine the completion of Eight-Laning in accordance with the provisions of this Agreement;

"Toll Plaza" means the structures and barriers erected [near each of the two ends of] the Project Road for the purpose of regulating the entry and exit of vehicles in accordance with the provisions of this Agreement and shall include all land, buildings, equipment, and other facilities required in accordance with or incidental to the provisions of this Agreement; provided that such Toll Plaza(s) shall not be ordinarily be located within a distance of 10 (ten) kilometres from the limits of the local or municipal area of the nearest city or town respectively as applicable on the date of this Agreement and shall be situated at locations specified in the Bid or within the distance of 1 (one) kilometer 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 Eight-Laning of the Project Road ; and
- c) a sum of Rs. 6,000 crore (Rupees Six Thousand Crore 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;

For avoidance of doubt, the capital cost of the Project as used in this definition shall not include the cost towards the acquisition of land.

"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;

"Tranche" means the portion of deposit(s) to be made by the Concessionaire in the Designated Account as per the milestones of deposit provided under Annex-VI (Schedule-A), and which shall be withdrawn for the purpose of land acquisition by the Authority as per the milestones of withdrawal provided under Annex-II (Schedule-A) or as decided by the Project Development Committee;

"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) kilogram;

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

"Vesting Certificate" shall have the meaning set forth in Clause 38.3; and

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI and any reference to WPI shall, unless the context otherwise requires, to be construed as a reference to 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 GOVERNMENT OF **** by:

(Signature)

(Name)

(Designation)

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
thereof³⁰

In the presence of:

1.

2.

³⁰ To be affixed in accordance with the
article of association of the Concessionaire.

SCHEDULE-A

(See Clause 10.1)

SITE OF THE PROJECT

1. The Site

- 1.1 Site of the Eight-Lane Project Highway shall include the land, buildings, structures and road works as described in **Annex-I** of this Schedule-A.
- 1.2 The dates of handing over the Right of Way to the Concessionaire are specified in **Annex-II** of this Schedule-A.
- 1.3 An inventory of the Site including the land, building, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority and the Concessionaire and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.
- 1.4 Additional land required for Toll Plaza and associated infrastructure and / 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.
- 1.5 The alignment plans of the Project Road are specified in **Annex-III**. The proposed profile of the Project Highways shall be followed by the Concessionaire with minimum FRL as indicated in the alignment plan. The Concessionaire, however, improve/upgrade the Road Profile as indicated in based on site/design requirement with prior approval of the Authority / Authority Engineer.
- 1.6 Alignment Set Out Coordinates of centerline is given in **Annex-IV**.
- 1.7 The status of the environment clearances obtained or awaited is given in **Annex-V**.

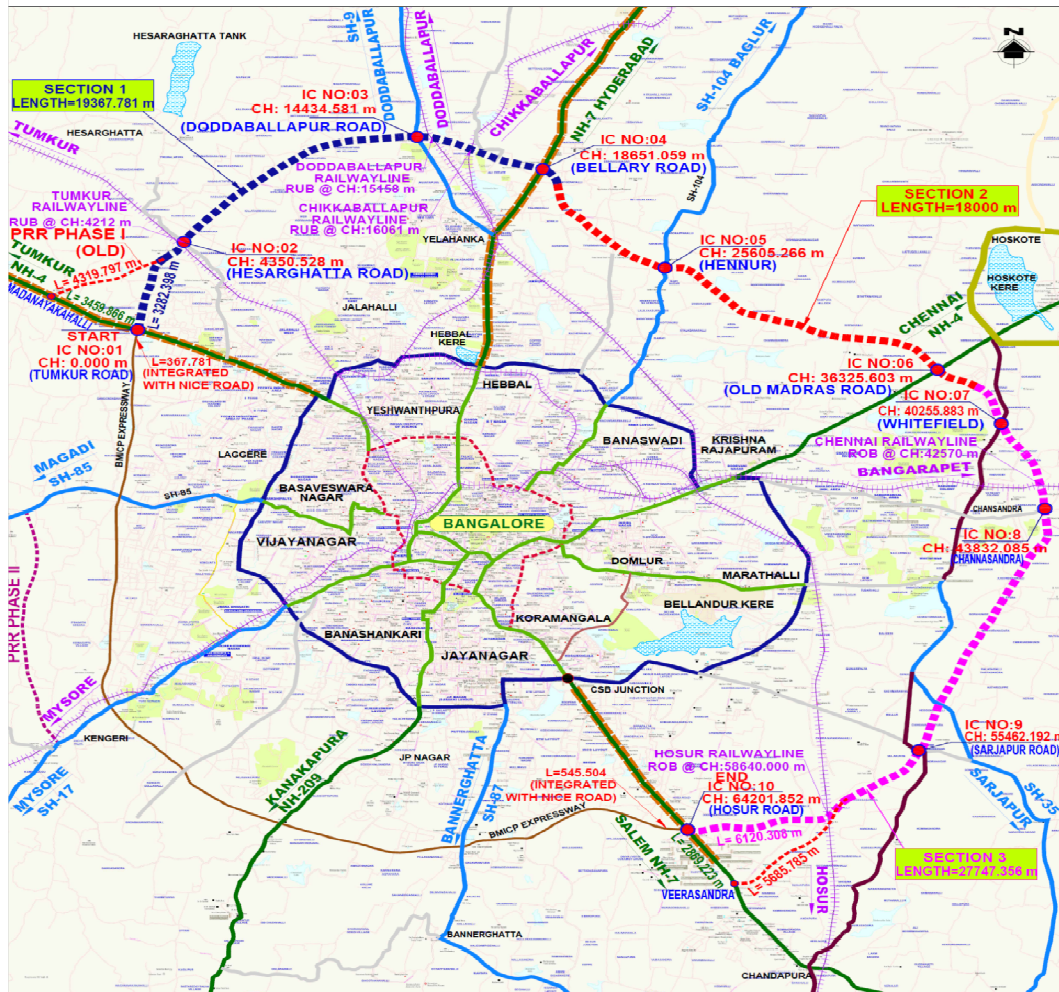
Annex – I

Schedule A

Site for Eight-Laning

1. Site

The site of the Eight-Lane Project Highway is a greenfield alignment starting from Tumkur road integrating with existing NICE Trumpet interchange to Hosur road integrating with existing NICE Trumpet interchange via Bellary road and Old Madras road. The length of green filed alignment is 73.04 Km (excluding the length of clover leaf junction of 1.8 km). An Index Map and location plan of the project is given at Appendix A.



Appendix-A : Key Plan of Peripheral Ring Road

2. Land

The site of the Project Road comprises the land (sum total of land already in possession and land to be possessed) as described below:

Sl No	Chainage (km)		ROW (m)	Remarks
	From	To		
1	-0.367	0	75m	Existing Trumpet Interchange of NICE road on Tumkur side for cloverleaf
2	0	65.95	-	Since the project is green field alignment, there is no existing ROW.
3	65.95	0.545	75m	Existing Trumpet Interchange of NICE road on Hosur side

3. Carriageway

The Project Road is green field alignment and hence, existing there is no existing carriageway.

4. Major Bridges

The Site includes the following Major Bridges:

Sl No	Chainage (km)	Type of Structure			No of Spans with span length (m)	Width (m)
		Foundation	Sub-structure	Superstructure		
Nil						

5. Road Over-Bridges (ROB) / Road Under-Bridges (RUB)

The Site includes the following ROB (road over railway line) / RUB (road under railway line):

Sl No	Chainage (km)	Type of Structure		No of Spans with span length (m)	Width (m)
		Foundation	Superstructure		
Nil					

6. Grade Separators

The Site includes the following grade separators:

Sl No	Chainage (km)	Type of Structure		No of Spans with span length (m)	Width (m)	Type of Structure
		Foundation	Superstructure			
1	0	Isolated Footing	PSC Girder	2 x 32.60	2 x 12.0	Trumpet interchange
2	65.95	Pile	PSC Girder	2 x 34.0	2 x 17.7	Trumpet interchange

7. Minor Bridges

The Site includes the following Minor Bridges:

Sl No	Chainage (km)	Type of Structure			No of Spans with span length (m)	Width (m)
		Foundation	Sub-structure	Superstructure		
Nil						

8. Railway Level Crossings

The Site includes the following railway level crossings:

SI No	Location (km)	Remarks
1	4.212	Hessarghatta
2	15.158	Dodaballapura
3	16.601	Chikkaballapura
4	43.910	Whitefield
5	60.00	Hosur Road

9. Underpasses (Vehicular, Non Vehicular)

The Site includes the following underpasses:

SI No	Chainage (km)	Type of Structure	No of Spans with span length (m)	Width (m)	Remarks
Nil					

10. Culverts

The Site includes the following culverts:

SI No	Chainage (km)	Type of Culvert	Span / Opening with span length (m)	Width (m)
Nil				

11. Bus bays / Bus Stops

The details of bus bays / Bus stops on the Site are as follows: :

SI No	Chainage (km)	Length (m)	Left Hand Side	Right Hand Side
Nil				

12. Truck Lay byes / Truck Parking

The details of truck lay byes / truck parking on the Site are as follows: :

SI No	Chainage (km)	Length (m)	Left Hand Side	Right Hand Side
Nil				

13. Road Side Drains

The details of road side drains are as follows:

SI No	Location		Type		
	From (km)	To (km)	Masonry / CC (Pucca)	Earthen (kutcha)	Others (specify)
Nil					

14. Major Junctions

The details of major junctions are as follows:

Sl No	Location		At Grade	Separat ed	Category of Cross Road				Cross Road
	From (km)	To (km)			NH	SH	MDR	Others	
1	-0.03	0.03		√	√				Tumkur(L); Bengaluru(R)
2	4.335	4.365				√			Hessarghatta(L); Bengaluru(R)
3	14.395	14.505	√			√			Doddaballapur(L); Yelhanka(R)
4	18.620	18.680	√		√				Devanahalli(L); Bengaluru(R)
5	25.575	25.630	√				√		Bagalur(L); Hennur(R)
6	36.295	36.370	√		√				Kolar(L); Bengaluru(R)
7	40.220	40.290	√			√			Hoskote(L); Varthur(R)
8	43.772	43.862	√				√		Devanagondi(L); Channandra(R)
9	55.340	55.390	√				√		Sarjapur(L); Bengaluru(R)
10	64.162	64.237		√	√				Hosur(L); Bengaluru(R)

(NH: National Highway, SH: State Highway, MDR: Major District Road)

15. Minor Junctions

The details of minor junctions are as follows:

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
1	0.224	0.237	T/Y	Local Road
2	0.263	0.277	T/Y	Local Road
3	0.279	0.292	T/Y	Local Road
4	0.291	0.309	T/Y	Local Road
5	0.305	0.319	T/Y	Local Road
6	0.945	0.959	+	Local Road
7	1.025	1.039	+	Local Road
8	1.132	1.148	+	Local Road
9	1.355	1.369	+	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
10	1.442	1.458	T/Y	Kudaregere
11	1.612	1.628	T/Y	Tammenahalli
12	2.042	2.058	+	Local Road
13	2.417	2.433	T/Y	Tammenahalli palya
14	2.561	2.573	+	Tammenahalli palya
15	2.626	2.638	+	Local Road
16	2.692	2.708	T/Y	Local Road
17	2.742	2.758	T/Y	Local Road
18	2.762	2.778	T/Y	Local Road
19	2.792	2.808	T/Y	Soldevanahalli
20	2.824	2.837	T/Y	Local Road
21	2.892	2.908	T/Y	Local Road
22	2.974	2.986	T/Y	Local Road
23	3.003	3.018	T/Y	Local Road
24	3.073	3.087	T/Y	Local Road
25	3.112	3.128	T/Y	Tammenahalli
26	3.223	3.238	T/Y	Local Road
27	3.264	3.277	T/Y	Local Road
28	3.318	3.332	T/Y	Local Road
29	3.433	3.447	T/Y	Local Road
30	3.472	3.488	T/Y	Tammenahalli
31	3.612	3.628	T/Y	Local Road
32	3.783	3.797	+	Local Road
33	3.832	3.848	+	Local Road
34	3.873	3.887	T/Y	Local Road
35	3.913	3.927	T/Y	Local Road
36	3.963	3.977	+	Local Road
37	4.013	4.028	T/Y	Local Road
38	4.088	4.103	+	Local Road
39	4.948	4.962	+	Soldevanahalli To Bangalore City
40	4.984	4.997	T/Y	Kempapur
41	5.054	5.067	T/Y	Soldevanahalli
42	5.073	5.087	T/Y	Local Road
43	5.244	5.256	+	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
44	5.363	5.377	T/Y	Local Road
45	5.464	5.476	T/Y	Local Road
46	5.583	5.597	T/Y	Kempapur
47	5.714	5.726	T/Y	Kasaghattapura
48	5.763	5.777	T/Y	Kasaghattapura
49	6.143	6.157	T/Y	Local Road
50	6.244	6.256	T/Y	Local Road
51	6.499	6.521	T/Y	Local Road
52	6.844	6.857	T/Y	Local Road
53	7.136	7.148	+	Local Road
54	7.742	7.758	T/Y	Kalatammanahalli
55	7.792	7.808	T/Y	Pakegowdanapalya
56	7.903	7.917	T/Y	Local Road
57	8.131	8.149	T/Y	Hesaraghatta
58	8.196	8.214	T/Y	Bylakere
59	8.634	8.646	T/Y	Local Road
60	9.234	9.246	T/Y	Local Road
61	9.344	9.357	T/Y	Local Road
62	9.362	9.378	T/Y	Bylakere
63	9.492	9.508	T/Y	Mavallipura
64	9.554	9.566	T/Y	Local Road
65	9.694	9.706	T/Y	Local Road
66	9.774	9.786	T/Y	Local Road
67	9.854	9.867	T/Y	Local Road
68	9.944	9.957	T/Y	Local Road
69	10.003	10.017	T/Y	Local Road
70	10.082	10.098	+	Local Road
71	10.398	10.412	+	Mavallipura
72	10.499	10.511	+	Local Road
73	10.894	10.907	T/Y	Local Road
74	11.228	11.242	+	Jaraka Bande Kavalu
75	12.064	12.076	+	Local Road
76	12.404	12.416	+	Doddaballapur Road
77	12.709	12.721	+	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
78	13.294	13.306	+	Local Road
79	13.344	13.356	T/Y	Local Road
80	13.493	13.507	+	Local Road
81	13.572	13.588	+	Local Road
82	13.843	13.858	T/Y	Local Road
83	13.919	13.932	T/Y	Local Road
84	13.954	13.967	T/Y	Local Road
85	14.184	14.196	+	Local Road
86	14.503	14.517	T/Y	Local Road
87	14.563	14.577	T/Y	Local Road
88	14.591	14.609	+	Local Road
89	14.644	14.656	T/Y	Local Road
90	14.724	14.736	T/Y	Local Road
91	14.844	14.857	T/Y	Local Road
92	14.874	14.886	T/Y	Local Road
93	14.913	14.928	T/Y	Local Road
94	15.284	15.297	T/Y	Harohalli
95	15.313	15.327	T/Y	Local Road
96	15.343	15.357	T/Y	Local Road
97	15.393	15.407	T/Y	Local Road
98	15.463	15.477	T/Y	Local Road
99	15.544	15.557	T/Y	Local Road
100	15.652	15.665	+	Local Road
101	15.694	15.707	T/Y	Local Road
102	15.794	15.806	T/Y	Local Road
103	15.964	15.976	T/Y	Local Road
104	16.544	16.556	T/Y	Local Road
105	16.872	16.888	+	Local Road
106	16.929	16.941	+	Local Road
107	18.693	18.707	T/Y	Local Road
108	18.773	18.788	T/Y	Local Road
109	18.903	18.917	T/Y	Local Road
110	18.963	18.978	+	Local Road
111	18.998	19.013	+	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
112	19.024	19.037	T/Y	Local Road
113	19.064	19.077	T/Y	Local Road
114	19.158	19.173	+	Local Road
115	19.244	19.257	T/Y	Local Road
116	19.303	19.318	T/Y	Local Road
117	19.343	19.358	T/Y	Local Road
118	19.394	19.407	T/Y	Local Road
119	19.443	19.458	T/Y	Local Road
120	19.638	19.653	+	Koilu to Yelahanka
121	20.073	20.087	+	Local Road
122	20.256	20.281	+	Koilu to Yelahanka
123	20.474	20.487	+	Local Road
124	20.518	20.532	+	Local Road
125	20.691	20.709	T/Y	Local Road
126	20.733	20.747	+	Local Road
127	20.822	20.839	+	Koilu to Agrahara
128	20.954	20.967	+	Local Road
129	21.058	21.073	+	Local Road
130	21.118	21.133	+	Local Road
131	21.294	21.306	+	Local Road
132	21.638	21.652	+	Local Road
133	21.961	21.975	+	Local Road
134	22.553	22.567	+	Tirumenahalli to Agrahara
135	22.843	22.857	+	Tirumenahalli to Chokkanahalli
136	23.084	23.096	T/Y	Local Road
137	23.269	23.292	T/Y	Local Road
138	23.342	23.358	T/Y	Local Road
139	23.518	23.533	+	Local Road
140	23.568	23.583	T/Y	Local Road
141	23.630	23.650	T/Y	Local Road
142	23.638	23.663	+	Local Road
143	23.833	23.847	T/Y	Local Road
144	24.093	24.107	T/Y	Local Road
145	24.381	24.399	T/Y	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
146	24.393	24.407	T/Y	Local Road
147	24.738	24.752	T/Y	Local Road
148	24.774	24.787	T/Y	Local Road
149	24.838	24.852	T/Y	Local Road
150	24.863	24.877	+	Local Road
151	24.978	24.992	T/Y	Local Road
152	25.018	25.033	T/Y	Local Road
153	25.048	25.062	T/Y	Local Road
154	25.753	25.767	T/Y	Local Road
155	25.813	25.827	T/Y	Local Road
156	25.883	25.897	T/Y	Local Road
157	26.022	26.038	+	Local Road
158	26.094	26.107	T/Y	Local Road
159	26.114	26.127	T/Y	Local Road
160	26.244	26.257	+	Doddagubbi to Banaswadi
161	26.717	26.733	T/Y	Local Road
162	26.717	26.733	T/Y	Local Road
163	26.812	26.828	T/Y	Local Road
164	26.934	26.946	+	Local Road
165	27.104	27.116	T/Y	Local Road
166	27.264	27.277	T/Y	Local Road
167	27.293	27.308	+	Local Road
168	27.462	27.478	+	Doddagubbi to Hennur Main Road
169	27.843	27.857	T/Y	Local Road
170	27.904	27.916	T/Y	Local Road
171	28.013	28.027	T/Y	Local Road
172	28.413	28.427	T/Y	Local Road
173	28.492	28.508	T/Y	Local Road
174	29.844	29.856	T/Y	Local Road
175	29.964	29.977	T/Y	Local Road
176	30.134	30.146	T/Y	Local Road
177	30.154	30.167	T/Y	Local Road
178	30.194	30.207	T/Y	Local Road
179	30.214	30.226	T/Y	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
180	30.312	30.328	T/Y	Local Road
181	30.463	30.477	T/Y	Local Road
182	30.724	30.737	T/Y	Local Road
183	30.734	30.747	+	Local Road
184	31.234	31.247	T/Y	Local Road
185	31.344	31.357	T/Y	Local Road
186	31.409	31.422	T/Y	Local Road
187	31.648	31.662	+	Local Road
188	31.959	31.971	+	Local Road
189	32.176	32.188	+	Local Road
190	32.292	32.305	+	Local Road
191	33.033	33.048	+	Bidarahalli to Hirandahalli
192	33.293	33.307	T/Y	Local Road
193	33.392	33.408	T/Y	Local Road
194	33.462	33.478	T/Y	Local Road
195	33.949	33.961	+	Local Road
196	34.488	34.502	T/Y	Local Road
197	34.516	34.535	T/Y	Local Road
198	34.794	34.806	T/Y	Local Road
199	34.874	34.886	T/Y	Local Road
200	35.234	35.246	T/Y	Local Road
201	35.294	35.306	T/Y	Local Road
202	35.693	35.707	T/Y	Bidarahalli
203	35.773	35.787	T/Y	Avahalli
204	35.993	36.007	T/Y	Local Road
205	36.053	36.067	T/Y	Local Road
206	36.812	36.828	T/Y	Bidarena Agrahara
207	36.837	36.853	T/Y	Cheemasandra
208	36.892	36.908	T/Y	Local Road
209	36.974	36.987	T/Y	Local Road
210	37.163	37.177	T/Y	Local Road
211	37.213	37.227	T/Y	Bandapura
212	37.229	37.242	T/Y	Bandapura
213	37.318	37.332	T/Y	Bidarena Agrahara

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
214	37.469	37.481	T/Y	Local Road
215	38.093	38.107	T/Y	Local Road
216	38.124	38.136	T/Y	Local Road
217	38.172	38.188	T/Y	Local Road
218	38.194	38.206	T/Y	To NH 4
219	38.202	38.218	T/Y	Local Road
220	38.219	38.231	T/Y	Local Road
221	38.533	38.547	T/Y	Local Road
222	38.633	38.647	T/Y	Local Road
223	38.794	38.807	T/Y	Local Road
224	38.843	38.857	T/Y	Local Road
225	38.941	38.959	T/Y	Local Road
226	39.053	39.068	T/Y	Local Road
227	39.383	39.397	T/Y	Local Road
228	39.494	39.506	T/Y	Local Road
229	39.599	39.611	T/Y	Doddabanahalli
230	39.619	39.632	T/Y	Local Road
231	39.644	39.657	T/Y	Local Road
232	39.774	39.786	T/Y	Local Road
233	40.033	40.048	T/Y	Local Road
234	40.133	40.147	T/Y	Local Road
235	40.322	40.339	T/Y	Local Road
236	40.782	40.798	T/Y	Local Road
237	40.863	40.878	T/Y	Local Road
238	40.993	41.008	T/Y	Chaitanya Township
239	41.134	41.147	T/Y	Local Road
240	41.224	41.237	T/Y	Local Road
241	41.426	41.442	+	Hoskote to Kadugodi
242	41.599	41.612	T/Y	Local Road
243	41.619	41.632	T/Y	Local Road
244	41.663	41.678	T/Y	Hoskote
245	41.723	41.738	T/Y	Local Road
246	41.774	41.787	T/Y	Local Road
247	41.844	41.857	T/Y	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
248	42.184	42.197	T/Y	Local Road
249	42.204	42.217	T/Y	Local Road
250	42.284	42.297	T/Y	Local Road
251	42.303	42.317	T/Y	Local Road
252	42.452	42.468	T/Y	Kadugodi
253	42.512	42.528	T/Y	Local Road
254	42.984	42.997	T/Y	Local Road
255	43.744	43.757	T/Y	Local Road
256	44.024	44.037	T/Y	Local Road
257	44.134	44.146	T/Y	Local Road
258	44.163	44.177	+	Local Road
259	44.289	44.301	+	Local Road
260	44.569	44.582	T/Y	Local Road
261	44.576	44.589	T/Y	Local Road
262	44.644	44.656	+	Local Road
263	44.743	44.757	T/Y	Local Road
264	44.893	44.907	T/Y	Local Road
265	44.942	44.959	T/Y	Nammekannahalli
266	45.124	45.137	T/Y	Local Road
267	45.173	45.187	T/Y	Local Road
268	45.334	45.346	T/Y	Local Road
269	45.794	45.806	+	Local Road
270	45.983	45.998	+	Local Road
271	46.354	46.366	T/Y	Local Road
272	46.444	46.456	T/Y	Local Road
273	47.383	47.398	T/Y	Valepura
274	47.644	47.656	T/Y	Sorahunse
275	47.794	47.807	T/Y	Local Road
276	47.893	47.907	T/Y	Local Road
277	47.954	47.967	T/Y	Local Road
278	47.974	47.987	T/Y	Local Road
279	48.044	48.057	T/Y	Local Road
280	48.083	48.097	+	Local Road
281	48.404	48.416	T/Y	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
282	48.474	48.486	T/Y	Local Road
283	48.782	48.798	T/Y	Local Road
284	48.792	48.808	T/Y	Local Road
285	49.236	49.248	+	Dinne to Varthur
286	49.314	49.326	T/Y	Local Road
287	49.354	49.366	T/Y	Local Road
288	49.384	49.396	T/Y	Local Road
289	49.404	49.416	T/Y	Local Road
290	49.434	49.446	T/Y	Local Road
291	49.944	49.957	T/Y	Local Road
292	50.054	50.067	+	Local Road
293	50.374	50.386	T/Y	Varthur
294	50.412	50.428	T/Y	Local Road
295	50.474	50.486	T/Y	Local Road
296	51.314	51.327	+	Local Road
297	51.692	51.708	+	Gunjur
298	52.493	52.507	T/Y	Local Road
299	52.543	52.557	T/Y	Local Road
300	52.764	52.777	T/Y	Local Road
301	53.204	53.217	T/Y	Local Road
302	53.254	53.267	T/Y	Local Road
303	53.744	53.757	T/Y	Local Road
304	53.814	53.827	T/Y	Local Road
305	54.033	54.047	T/Y	Gunjur
306	54.194	54.207	T/Y	Local Road
307	54.253	54.267	T/Y	Local Road
308	54.313	54.327	T/Y	Local Road
309	54.354	54.367	T/Y	Local Road
310	54.404	54.417	T/Y	Local Road
311	54.514	54.527	T/Y	Local Road
312	54.544	54.557	T/Y	Local Road
313	54.754	54.767	T/Y	Local Road
314	54.933	54.947	T/Y	Local Road
315	55.503	55.517	+	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
316	55.734	55.746	+	Local Road
317	56.034	56.046	T/Y	Soolakunte
318	56.144	56.156	T/Y	Local Road
319	56.593	56.608	T/Y	Local Road
320	56.664	56.676	T/Y	Local Road
321	56.793	56.808	T/Y	Local Road
322	56.804	56.817	T/Y	Local Road
323	57.272	57.288	T/Y	Chokkasandra
324	57.397	57.413	T/Y	Kodathi
325	57.524	57.537	T/Y	Local Road
326	57.694	57.707	T/Y	Local Road
327	57.792	57.808	T/Y	Local Road
328	57.894	57.907	+	Local Road
329	58.044	58.057	T/Y	Local Road
330	58.074	58.087	T/Y	Local Road
331	58.594	58.606	T/Y	Local Road
332	58.604	58.617	T/Y	Local Road
333	59.043	59.057	T/Y	Local Road
334	59.083	59.097	T/Y	Local Road
335	59.003	59.017	T/Y	Local Road
336	59.392	59.408	T/Y	Gattihalli
337	59.462	59.478	T/Y	Huskur
338	59.772	59.788	T/Y	Local Road
339	59.812	59.828	T/Y	Huskur
340	59.912	59.928	T/Y	To Sarjapur Road
341	60.065	60.085	+	Local Road
342	60.182	60.199	T/Y	Local Road
343	60.232	60.248	T/Y	Local Road
344	60.262	60.278	T/Y	Local Road
345	60.312	60.329	T/Y	Local Road
346	60.362	60.378	T/Y	Local Road
347	60.407	60.423	T/Y	Local Road
348	60.440	60.460	T/Y	Local Road
349	60.490	60.510	T/Y	Local Road

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
350	60.522	60.538	T/Y	Local Road
351	60.567	60.584	+	Local Road
352	60.607	60.623	+	Local Road
353	60.704	60.716	T/Y	Local Road
354	60.714	60.727	T/Y	Local Road
355	60.719	60.732	T/Y	Local Road
356	60.754	60.767	T/Y	Local Road
357	61.292	61.308	+	Local Road
358	61.332	61.348	+	Local Road
359	61.353	61.367	+	Local Road
360	61.513	61.527	T/Y	Local Road
361	61.567	61.584	+	Chikkanagamangala to Doddanagamangala
362	61.742	61.758	T/Y	Local Road
363	61.792	61.808	T/Y	Local Road
364	61.892	61.908	+	Local Road
365	61.991	62.009	+	Local Road
366	62.032	62.049	+	Local Road
367	62.063	62.077	+	Local Road
368	62.093	62.107	T/Y	Local Road
369	62.313	62.327	T/Y	Local Road
370	62.493	62.507	T/Y	Local Road
371	62.528	62.542	T/Y	Local Road
372	62.563	62.577	T/Y	Local Road
373	62.598	62.612	T/Y	Local Road
374	62.613	62.627	T/Y	Local Road
375	62.703	62.717	T/Y	Local Road
376	62.693	62.707	T/Y	Local Road
377	62.733	62.747	T/Y	Local Road
378	62.755	62.769	T/Y	Local Road
379	62.768	62.782	T/Y	Local Road
380	62.793	62.807	T/Y	Local Road
381	62.799	62.812	T/Y	Local Road
382	62.891	62.909	+	Sankarapa Layout
383	63.033	63.047	T/Y	Local Road

Sl No	Existing Chainage (km)		Type	
	From	To	Junction	Cross Road
384	63.093	63.108	T/Y	Local Road
385	63.113	63.128	+	Local Road
386	63.178	63.192	+	Doddanagamangala
387	63.208	63.222	+	Local Road
388	63.243	63.257	+	Local Road
389	63.263	63.277	T/Y	Local Road
390	63.268	63.282	T/Y	Local Road
391	63.274	63.287	T/Y	Local Road
392	63.323	63.337	T/Y	Local Road
393	63.433	63.447	T/Y	Local Road
394	63.608	63.622	+	Local Road
395	63.9035	63.9165	T/Y	Local Road

16. Bypasses

The details of the existing road sections proposed to be bypasses are as follows:

Sl No	Name of bypass (town)	Existing Chainage (km)		Length (in km)
		From (km)	To (km)	
Nil				

17. Retaining Wall:

The site has retaining wall at following locations:

Sl. No.	Chainage (km)		Length (m)	On Side	Remarks
	From	To			
1	0	251	251	Two	Trumpet interchange on Tumkur road end
2	0	315	315	Two	Trumpet interchange on Tumkur road end
3	0	251	251	Two	Trumpet interchange on Hosur road end
4	0	340	340	Two	Trumpet interchange on Hosur road end

18. Other Structures

The details of the existing road sections proposed to be bypasses are as follows:

Sl No	Existing Chainage (km)	Span (No x Length, m)	Length (m)	Type of Structure
Nil				

19. Existing Utilities

(i) Electrical Utilities

The site includes the following electrical utilities:

(a) Extra High Tension Lines (EHT Lines)

Sl No	Existing Chainage (km)		Length (m)				Crossings				Remarks
	From	To	400 KV	220 KV	110 KV	66 KV	400 KV	220 KV	110 KV	66 KV	
1	4.080	4.095				15				105	
2	4.150	4.190				40				38	
3	4.250	4.380				130				168	
4	9.120	9.500				380				393	2 pylon
5	10.330	10.480				150				173	1 pylon
6	28.965	28.985				20				102	
7	31.450	31.550	100				131				
8	38.330	38.335				5				119	
9	52.920	53.000				80				116	
10	54.400	54.700				300				443	
11	54.475	54.525	50				170				
12	63.320	63.480				160				203	

(b) High Tension / Low Tension Lines (HT / LT Lines)

Sl No	Existing Chainage (km)		Length (m)			Crossings			Transformer		Remarks
	From	To	33 KV	11 KV	LT	33 KV	11 KV	LT	No	Capacity	
1	5.190	5.195		5			137				

(ii) Public Health Utilities

The site includes the following Public Health Utilities

Sl No	Chainage (km)		Length (km)					Crossings (Chainage in km)				Dia in mm / Casing in mm	Remarks
	From	To	Water Supply Pipe line		Sewage Line		Gas Pipe Line	Water Supply Line		Sewage Line			
			With Pumping	With Gravity	With Pumping	With Gravity		With Pumping	With Gravity	With Pumping	With Gravity		

(iii) Other Utilities / Features

The Site has the following utilities/Features:

- (a) Electrical Poles – .. Nos
- (b) Telephone poles – .. Nos
- (c) Lamp Post – .. Nos
- (d) Trees - .. Nos

Annex-II

(Schedule-A)

Timelines and Milestones for Withdrawal and Land acquisition by Authority

Withdrawal Tranche	Milestone for withdrawal by Authority	Withdrawal Amount in in Percentage of total land acquisition amount determined by Project Development Committee
Withdrawal Tranche 1	60 days from signing Agreement	60%
Withdrawal Tranche 2	90 days from signing Agreement	30%
Withdrawal Tranche 3	120 days from signing Agreement	10%

Annex-III

(Schedule-A)

- (i) The alignment of the Project Road is of length 65.95 km admeasuring from Tumkur – NICE junction to Hosour road – NICE junction via Bellary road Old Mardras Road
- (ii) Following sections in the alignment are Links:
 - Link 1: From chainage 2.75 km towards Tumkur road for length of 3.4 km (near Madayanayakahalli)
 - Link 2: From chainage 60.0 km towards Hosur road for length of 4.08 km (near Hebbagudi)
- (iii) The alignment of the Project Road is enclosed in alignment plan (along with set out coordinates) in soft copy. Finished road level indicated in the alignment plan shall be followed by the Concessionaire as minimum FRL. In any case, the finished road level of the Project Road shall not be less than those indicated in the alignment plan. The Concessionaire shall, however, improve / upgrade the Road profile as indicated in Annex-III based on site / ROW / design requirement.
- (iv) The Concessionaire shall prepare traffic signage plan based on site / design requirement as per the relevant specifications / IRC Codes / Manuals.

**Annex-IV
(Schedule-A)**

CHAINAGE	EASTING	NORTHING
0.00	768640.611	1444621.267
100	768652.398	1444720.555
200	768662.814	1444820.011
300	768674.256	1444919.344
400	768689.631	1445018.155
500	768705.016	1445116.964
600	768720.401	1445215.773
700	768735.786	1445314.583
800	768751.172	1445413.392
900	768766.557	1445512.202
1000	768782.045	1445610.995
1100	768801.222	1445709.126
1200	768825.818	1445806.040
1300	768855.275	1445901.598
1400	768885.602	1445996.888
1500	768915.929	1446092.179
1600	768945.853	1446187.595
1700	768970.938	1446284.371
1800	768988.644	1446382.776
1900	769003.783	1446481.623
2000	769018.893	1446580.475
2100	769034.003	1446679.327
2200	769049.113	1446778.179
2300	769065.680	1446876.787
2400	769091.035	1446973.455
2500	769128.206	1447066.220
2600	769176.652	1447153.627
2700	769235.618	1447234.313
2800	769305.508	1447305.621
2900	769379.754	1447372.610
3000	769454.806	1447438.687
3100	769532.378	1447501.784
3200	769612.411	1447561.729
3300	769694.486	1447618.855
3400	769776.693	1447675.791
3500	769852.438	1447740.902
3600	769916.333	1447817.677
3700	769967.969	1447903.256
3800	770017.125	1447990.340
3900	770066.282	1448077.424
4000	770115.438	1448164.509
4100	770164.595	1448251.593
4200	770214.010	1448338.528
4300	770268.616	1448422.268
4400	770330.002	1448501.173
4500	770396.475	1448575.876
4600	770463.342	1448650.233
4700	770530.208	1448724.589
4800	770597.074	1448798.946
4900	770663.941	1448873.302
5000	770730.807	1448947.659
5100	770797.674	1449022.015
5200	770864.540	1449096.372
5300	770931.406	1449170.728

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CHAINAGE	EASTING	NORTHING
5400	770998.273	1449245.084
5500	771065.139	1449319.441
5600	771132.006	1449393.797
5700	771198.872	1449468.154
5800	771265.738	1449542.510
5900	771332.605	1449616.867
6000	771399.471	1449691.223
6100	771466.338	1449765.580
6200	771533.204	1449839.936
6300	771600.070	1449914.293
6400	771666.937	1449988.649
6500	771733.803	1450063.006
6600	771802.109	1450136.017
6700	771875.974	1450203.383
6800	771953.012	1450267.142
6900	772030.067	1450330.880
7000	772107.121	1450394.618
7100	772184.176	1450458.357
7200	772261.231	1450522.095
7300	772338.286	1450585.833
7400	772415.340	1450649.571
7500	772492.395	1450713.310
7600	772569.450	1450777.048
7700	772646.504	1450840.786
7800	772723.559	1450904.525
7900	772800.614	1450968.263
8000	772877.669	1451032.001
8100	772954.723	1451095.739
8200	773031.778	1451159.478
8300	773108.833	1451223.216
8400	773185.887	1451286.954
8500	773262.942	1451350.693
8600	773340.015	1451414.409
8700	773418.622	1451476.213
8800	773499.628	1451534.836
8900	773581.601	1451592.110
9000	773663.575	1451649.384
9100	773745.549	1451706.658
9200	773827.522	1451763.932
9300	773909.496	1451821.206
9400	773991.469	1451878.481
9500	774071.553	1451938.346
9600	774150.533	1451999.683
9700	774229.514	1452061.019
9800	774308.503	1452122.344
9900	774389.987	1452180.249
10000	774476.776	1452229.839
10100	774567.891	1452270.985
10200	774660.095	1452309.693
10300	774752.300	1452348.401
10400	774844.504	1452387.109
10500	774936.709	1452425.817
10600	775029.961	1452461.893
10700	775125.072	1452492.736
10800	775221.593	1452518.870
10900	775318.310	1452544.280
11000	775415.028	1452569.690

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
11100	775511.746	1452595.100
11200	775608.464	1452620.510
11300	775705.182	1452645.920
11400	775802.462	1452669.011
11500	775901.050	1452685.647
11600	776000.307	1452697.810
11700	776099.580	1452709.842
11800	776198.854	1452721.874
11900	776298.127	1452733.906
12000	776397.401	1452745.938
12100	776496.674	1452757.970
12200	776595.948	1452770.002
12300	776695.221	1452782.034
12400	776794.495	1452794.067
12500	776893.768	1452806.099
12600	776993.042	1452818.131
12700	777092.315	1452830.163
12800	777191.589	1452842.195
12900	777290.862	1452854.227
13000	777390.136	1452866.259
13100	777489.409	1452878.291
13200	777588.683	1452890.324
13300	777687.959	1452902.337
13400	777787.532	1452911.456
13500	777887.436	1452915.588
13600	777987.424	1452914.808
13700	778087.395	1452912.379
13800	778187.365	1452909.950
13900	778287.335	1452907.521
14000	778387.306	1452905.091
14100	778487.276	1452902.662
14200	778587.247	1452900.233
14300	778687.122	1452895.671
14400	778786.130	1452881.919
14500	778883.293	1452858.432
14600	778979.306	1452830.478
14700	779075.312	1452802.495
14800	779171.317	1452774.513
14900	779267.322	1452746.530
15000	779363.327	1452718.548
15100	779459.332	1452690.566
15200	779555.337	1452662.583
15300	779650.919	1452633.235
15400	779743.294	1452595.021
15500	779834.586	1452554.209
15600	779925.879	1452513.396
15700	780017.171	1452472.583
15800	780108.464	1452431.771
15900	780199.757	1452390.958
16000	780291.049	1452350.146
16100	780382.342	1452309.333
16200	780473.634	1452268.521
16300	780564.927	1452227.708
16400	780656.219	1452186.895
16500	780747.512	1452146.083
16600	780838.805	1452105.270
16700	780930.097	1452064.458

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
16800	781021.565	1452024.043
16900	781114.360	1451986.791
17000	781208.570	1451953.279
17100	781304.046	1451923.561
17200	781400.633	1451897.685
17300	781497.969	1451874.762
17400	781595.350	1451852.025
17500	781692.731	1451829.288
17600	781790.112	1451806.551
17700	781887.493	1451783.815
17800	781984.874	1451761.078
17900	782082.255	1451738.341
18000	782179.635	1451715.604
18100	782277.016	1451692.867
18200	782374.397	1451670.130
18300	782471.778	1451647.393
18400	782569.159	1451624.656
18500	782666.060	1451600.041
18600	782759.657	1451565.019
18700	782848.164	1451518.611
18800	782930.200	1451461.540
18900	783004.481	1451394.687
19000	783069.847	1451319.095
19100	783125.279	1451235.943
19200	783169.912	1451146.529
19300	783203.049	1451052.248
19400	783224.868	1450954.697
19500	783243.412	1450856.431
19600	783261.956	1450758.166
19700	783280.500	1450659.900
19800	783299.044	1450561.635
19900	783317.588	1450463.369
20000	783336.132	1450365.104
20100	783355.937	1450267.096
20200	783384.760	1450171.394
20300	783424.018	1450079.478
20400	783473.228	1449992.483
20500	783531.781	1449911.482
20600	783598.957	1449837.474
20700	783673.925	1449771.373
20800	783755.188	1449713.133
20900	783837.697	1449656.632
21000	783920.205	1449600.131
21100	784002.702	1449543.613
21200	784082.235	1449483.084
21300	784153.773	1449413.303
21400	784216.378	1449335.387
21500	784276.219	1449255.276
21600	784341.483	1449179.547
21700	784412.823	1449109.513
21800	784488.638	1449044.310
21900	784564.793	1448979.499
22000	784640.948	1448914.689
22100	784717.102	1448849.878
22200	784793.257	1448785.067
22300	784869.412	1448720.256
22400	784945.567	1448655.446

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
22500	785021.722	1448590.635
22600	785097.877	1448525.824
22700	785174.032	1448461.013
22800	785250.186	1448396.203
22900	785326.341	1448331.392
23000	785402.496	1448266.581
23100	785478.651	1448201.770
23200	785554.806	1448136.959
23300	785630.961	1448072.149
23400	785707.511	1448007.812
23500	785788.688	1447949.486
23600	785875.282	1447899.554
23700	785965.878	1447857.245
23800	786057.035	1447816.131
23900	786148.192	1447775.017
24000	786239.349	1447733.903
24100	786330.507	1447692.789
24200	786421.664	1447651.675
24300	786512.821	1447610.561
24400	786603.978	1447569.447
24500	786695.136	1447528.333
24600	786786.293	1447487.219
24700	786878.792	1447449.326
24800	786975.097	1447422.637
24900	787073.978	1447408.163
25000	787173.896	1447405.986
25100	787273.832	1447409.562
25200	787373.766	1447413.195
25300	787473.700	1447416.829
25400	787573.634	1447420.462
25500	787673.581	1447421.474
25600	787772.095	1447405.300
25700	787865.433	1447369.877
25800	787951.388	1447318.866
25900	788036.015	1447265.591
26000	788120.026	1447211.368
26100	788198.721	1447149.749
26200	788270.097	1447079.784
26300	788334.614	1447003.396
26400	788398.498	1446926.467
26500	788466.411	1446853.090
26600	788539.045	1446784.383
26700	788613.851	1446718.019
26800	788688.664	1446651.664
26900	788763.477	1446585.308
27000	788838.289	1446518.953
27100	788913.102	1446452.597
27200	788987.915	1446386.242
27300	789062.728	1446319.887
27400	789137.251	1446253.208
27500	789209.858	1446184.451
27600	789281.830	1446115.025
27700	789353.802	1446045.598
27800	789425.774	1445976.171
27900	789497.414	1445906.405
28000	789566.949	1445834.545
28100	789634.656	1445760.953

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
28200	789702.252	1445687.259
28300	789779.111	1445623.521
28400	789863.862	1445570.564
28500	789954.553	1445528.587
28600	790049.707	1445498.013
28700	790146.346	1445472.302
28800	790242.990	1445446.614
28900	790339.634	1445420.926
29000	790436.279	1445395.238
29100	790532.923	1445369.551
29200	790629.567	1445343.863
29300	790726.212	1445318.175
29400	790822.856	1445292.487
29500	790919.500	1445266.799
29600	791016.145	1445241.111
29700	791112.789	1445215.423
29800	791210.264	1445193.198
29900	791308.738	1445175.798
30000	791407.231	1445158.504
30100	791505.725	1445141.210
30200	791604.195	1445123.787
30300	791701.607	1445101.315
30400	791796.812	1445070.814
30500	791889.147	1445032.493
30600	791979.309	1444989.241
30700	792069.396	1444945.833
30800	792159.483	1444902.425
30900	792249.571	1444859.017
31000	792339.658	1444815.608
31100	792430.114	1444772.987
31200	792523.223	1444736.799
31300	792620.098	1444711.993
31400	792716.972	1444687.187
31500	792814.096	1444663.398
31600	792911.522	1444640.853
31700	793008.947	1444618.308
31800	793106.373	1444595.763
31900	793203.798	1444573.218
32000	793301.703	1444552.935
32100	793400.726	1444539.127
32200	793500.450	1444531.946
32300	793600.411	1444529.179
32400	793700.376	1444526.517
32500	793800.340	1444523.846
32600	793900.179	1444518.368
32700	793999.814	1444509.829
32800	794099.446	1444501.254
32900	794199.077	1444492.679
33000	794298.709	1444484.103
33100	794398.341	1444475.528
33200	794497.972	1444466.953
33300	794597.522	1444457.520
33400	794696.729	1444444.958
33500	794795.918	1444432.248
33600	794895.107	1444419.539
33700	794994.296	1444406.829
33800	795093.485	1444394.119

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
33900	795192.649	1444381.223
34000	795290.592	1444361.358
34100	795385.729	1444330.641
34200	795480.141	1444297.679
34300	795574.552	1444264.718
34400	795668.964	1444231.757
34500	795763.376	1444198.796
34600	795857.114	1444164.027
34700	795946.466	1444119.270
34800	796029.541	1444063.722
34900	796105.043	1443998.251
35000	796172.246	1443924.256
35100	796236.724	1443847.819
35200	796301.202	1443771.383
35300	796365.680	1443694.946
35400	796430.158	1443618.509
35500	796494.636	1443542.072
35600	796559.463	1443465.934
35700	796627.412	1443392.579
35800	796697.314	1443321.069
35900	796767.218	1443249.561
36000	796837.122	1443178.053
36100	796907.026	1443106.545
36200	796976.931	1443035.037
36300	797048.548	1442965.309
36400	797130.895	1442908.866
36500	797222.714	1442869.617
36600	797317.473	1442837.666
36700	797412.234	1442805.724
36800	797506.995	1442773.782
36900	797601.757	1442741.839
37000	797696.518	1442709.897
37100	797791.279	1442677.955
37200	797886.040	1442646.013
37300	797980.592	1442613.465
37400	798075.149	1442580.947
37500	798170.276	1442550.127
37600	798266.528	1442523.030
37700	798363.689	1442499.383
37800	798460.987	1442476.292
37900	798558.284	1442453.200
38000	798655.581	1442430.109
38100	798753.109	1442408.050
38200	798852.098	1442394.165
38300	798951.979	1442390.232
38400	799051.812	1442395.610
38500	799151.519	1442403.264
38600	799251.225	1442410.917
38700	799350.932	1442418.571
38800	799450.639	1442426.225
38900	799550.345	1442433.878
39000	799650.056	1442441.479
39100	799749.983	1442444.071
39200	799849.671	1442436.725
39300	799948.128	1442419.464
39400	800044.369	1442392.459
39500	800137.654	1442356.502

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
39600	800230.023	1442318.188
39700	800322.392	1442279.873
39800	800414.480	1442240.901
39900	800501.918	1442192.606
40000	800580.174	1442130.534
40100	800647.047	1442056.339
40200	800700.685	1441972.079
40300	800739.602	1441880.088
40400	800762.718	1441782.915
40500	800768.539	1441683.254
40600	800766.774	1441583.270
40700	800765.010	1441483.285
40800	800763.245	1441383.301
40900	800761.480	1441283.316
41000	800759.715	1441183.332
41100	800757.951	1441083.347
41200	800756.186	1440983.363
41300	800754.421	1440883.379
41400	800752.657	1440783.394
41500	800750.892	1440683.410
41600	800749.127	1440583.425
41700	800747.362	1440483.441
41800	800745.598	1440383.457
41900	800743.833	1440283.472
42000	800742.068	1440183.488
42100	800740.303	1440083.503
42200	800738.539	1439983.519
42300	800736.774	1439883.534
42400	800735.009	1439783.550
42500	800733.244	1439683.566
42600	800731.480	1439583.581
42700	800729.715	1439483.597
42800	800727.950	1439383.612
42900	800726.185	1439283.628
43000	800724.421	1439183.643
43100	800722.656	1439083.659
43200	800720.891	1438983.675
43300	800719.127	1438883.690
43400	800717.362	1438783.706
43500	800715.597	1438683.721
43600	800713.832	1438583.737
43700	800712.068	1438483.752
43800	800710.303	1438383.768
43900	800708.538	1438283.784
44000	800706.773	1438183.799
44100	800705.009	1438083.815
44200	800703.244	1437983.830
44300	800701.479	1437883.846
44400	800702.838	1437783.873
44500	800708.760	1437684.055
44600	800718.838	1437584.574
44700	800732.975	1437485.579
44800	800749.195	1437386.911
44900	800763.462	1437287.949
45000	800773.077	1437188.416
45100	800783.073	1437088.917
45200	800793.068	1436989.418

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
45300	800803.063	1436889.919
45400	800813.058	1436790.420
45500	800823.054	1436690.920
45600	800833.049	1436591.421
45700	800843.044	1436491.922
45800	800853.039	1436392.423
45900	800863.035	1436292.923
46000	800873.030	1436193.424
46100	800877.493	1436093.616
46200	800865.725	1435994.428
46300	800837.664	1435898.566
46400	800794.089	1435808.688
46500	800736.696	1435726.897
46600	800675.456	1435647.842
46700	800614.216	1435568.787
46800	800552.977	1435489.732
46900	800491.737	1435410.677
47000	800430.497	1435331.621
47100	800369.371	1435252.479
47200	800312.489	1435170.268
47300	800262.647	1435083.608
47400	800218.785	1434993.746
47500	800175.577	1434903.563
47600	800132.369	1434813.379
47700	800089.161	1434723.196
47800	800045.953	1434633.012
47900	800002.745	1434542.829
48000	799959.537	1434452.645
48100	799916.329	1434362.462
48200	799873.120	1434272.278
48300	799829.912	1434182.095
48400	799786.704	1434091.911
48500	799743.496	1434001.728
48600	799700.288	1433911.544
48700	799657.080	1433821.361
48800	799613.872	1433731.177
48900	799570.664	1433640.994
49000	799527.456	1433550.810
49100	799484.247	1433460.627
49200	799441.039	1433370.444
49300	799397.831	1433280.260
49400	799354.623	1433190.077
49500	799311.415	1433099.893
49600	799268.207	1433009.710
49700	799224.999	1432919.526
49800	799181.791	1432829.343
49900	799138.583	1432739.159
50000	799096.375	1432648.976
50100	799054.167	1432558.792
50200	799011.959	1432468.609
50300	798969.751	1432378.425
50400	798927.543	1432288.242
50500	798885.335	1432198.058
50600	798843.127	1432107.875
50700	798800.919	1432017.691
50800	798758.711	1431927.508
50900	798716.503	1431837.324

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
51000	798639.362	1431766.226
51100	798603.385	1431672.922
51200	798565.830	1431580.259
51300	798520.159	1431491.344
51400	798469.236	1431405.281
51500	798418.175	1431319.300
51600	798367.114	1431233.319
51700	798316.053	1431147.338
51800	798264.992	1431061.356
51900	798214.333	1430975.140
52000	798166.693	1430887.224
52100	798122.607	1430797.474
52200	798082.145	1430706.033
52300	798045.373	1430613.047
52400	798011.706	1430518.886
52500	797978.368	1430424.607
52600	797945.030	1430330.327
52700	797911.691	1430236.048
52800	797878.353	1430141.769
52900	797845.015	1430047.490
53000	797811.625	1429953.229
53100	797775.792	1429859.877
53200	797736.255	1429768.032
53300	797693.953	1429677.420
53400	797651.485	1429586.886
53500	797609.017	1429496.352
53600	797566.549	1429405.817
53700	797524.081	1429315.283
53800	797481.613	1429224.749
53900	797439.145	1429134.215
54000	797396.677	1429043.680
54100	797354.208	1428953.146
54200	797311.740	1428862.612
54300	797270.077	1428771.709
54400	797231.876	1428679.300
54500	797197.401	1428585.438
54600	797166.707	1428490.272
54700	797139.842	1428393.955
54800	797114.783	1428297.145
54900	797089.724	1428200.336
55000	797064.666	1428103.527
55100	797039.607	1428006.717
55200	797014.549	1427909.908
55300	796989.490	1427813.098
55400	796964.432	1427716.289
55500	796939.373	1427619.479
55600	796914.315	1427522.670
55700	796889.256	1427425.860
55800	796864.198	1427329.051
55900	796839.139	1427232.241
56000	796814.081	1427135.432
56100	796788.999	1427038.629
56200	796759.980	1426942.961
56300	796723.129	1426850.029
56400	796678.674	1426760.486
56500	796629.919	1426673.177
56600	796581.089	1426585.909

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
56700	796532.259	1426498.642
56800	796483.429	1426411.374
56900	796434.599	1426324.106
57000	796385.769	1426236.839
57100	796336.939	1426149.571
57200	796288.109	1426062.304
57300	796239.279	1425975.036
57400	796190.433	1425887.778
57500	796135.902	1425804.051
57600	796070.056	1425728.903
57700	795994.181	1425663.895
57800	795911.047	1425608.352
57900	795827.110	1425553.996
58000	795743.173	1425499.639
58100	795659.236	1425445.283
58200	795575.299	1425390.927
58300	795491.363	1425336.570
58400	795407.426	1425282.214
58500	795323.489	1425227.858
58600	795239.552	1425173.501
58700	795155.615	1425119.145
58800	795071.679	1425064.789
58900	794987.742	1425010.432
59000	794903.805	1424956.076
59100	794819.868	1424901.719
59200	794735.931	1424847.363
59300	794651.995	1424793.007
59400	794568.058	1424738.650
59500	794484.121	1424684.294
59600	794400.184	1424629.938
59700	794316.247	1424575.581
59800	794232.311	1424521.225
59900	794148.374	1424466.869
60000	794064.833	1424411.916
60100	793986.721	1424349.582
60200	793916.990	1424277.996
60300	793856.685	1424198.303
60400	793801.922	1424114.632
60500	793747.287	1424030.876
60600	793692.652	1423947.120
60700	793638.017	1423863.364
60800	793583.383	1423779.608
60900	793529.425	1423695.422
61000	793482.910	1423606.957
61100	793446.490	1423513.880
61200	793418.885	1423417.778
61300	793387.884	1423322.894
61400	793341.642	1423234.312
61500	793284.037	1423152.661
61600	793216.091	1423079.391
61700	793139.009	1423015.802
61800	793054.503	1422962.422
61900	792967.041	1422913.972
62000	792876.841	1422870.833
62100	792784.225	1422833.159
62200	792689.525	1422801.084
62300	792593.077	1422774.723

Draft Concession Agreement

CHAINAGE	EASTING	NORTHING
62400	792495.227	1422754.171
62500	792396.324	1422739.500
62600	792296.721	1422730.763
62700	792196.775	1422727.991
62800	792096.841	1422731.194
62900	791997.277	1422740.361
63000	791897.641	1422747.759
63100	791797.651	1422748.243
63200	791697.752	1422743.976
63300	791598.168	1422734.967
63400	791499.124	1422721.238
63500	791401.918	1422698.452
63600	791304.786	1422674.739
63700	791206.404	1422656.907
63800	791107.128	1422645.022
63900	791007.317	1422639.127
64000	790907.332	1422639.242
64100	790807.913	1422649.374
64200	790709.270	1422665.729
64300	790611.553	1422686.930
64400	790515.001	1422712.925
64500	790419.849	1422743.650
64600	790326.328	1422779.031
64700	790234.666	1422818.981
64800	790141.569	1422855.465
64900	790047.601	1422889.663
65000	789952.888	1422921.742
65100	789857.478	1422951.685
65200	789760.595	1422976.413
65300	789663.435	1423000.052
65400	789564.762	1423016.029
65500	789464.986	1423022.076
65600	789365.106	1423018.132
65700	789266.118	1423004.236
65800	789168.828	1422981.206
65900	789071.986	1422956.276
65950	789023.564	1422943.811

Annex-V

(Schedule-A)

Environment Clearances

Environment Clearances	
Forest Clearance	

Annex - VI

(Schedule-A)

Timelines and Milestones for Deposit towards Land acquisition by Concessionaire

Tranches	Milestone for deposit by Concessionaire	Deposit Amount in Percentage of total land acquisition amount determined by Project Development Committee
Tranche 1	30 days from signing Agreement	70%
Tranche 2	60 days from signing Agreement	30%

SCHEDULE -B

(See Clause 2.1)

DEVELOPMENT OF THE PROJECT ROAD

1. Development of the Project Road

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

2. Eight-Laning

2.1 Eight-Laning shall include construction of the Eight-Lane Project Road as described in Annex-1 of this Schedule-B and Annex-1 of Schedule-C.

3. Specifications & Standards

3.1 The Project Highway shall be designed and constructed in conformity with the Specifications and Standards set forth in **Annex-I** of Schedule-D.

3.2 Geometric Design for horizontal and vertical geometry shall be carried out in accordance with IRC:86-2018.

3.3 For all other components of the Project Road, the design shall be in conformity with applicable clauses of IRC:SP-87-2019 (Design Manual).

Annex - 1 (Schedule-B)

Description of Eight-Laning

SCHEDULE – B

(See Clause 2.1)

1. Width of the Carriageway

- (i) The paved portion of main carriageway shall be 17.5m wide including paved shoulders, kerb shyness in each travel direction excluding the median for 8 – lane divided carriageway at normal sections.
- (ii) The paved portion of main carriageway shall be 16.5m wide including paved shoulders, kerb shyness in each travel direction excluding the median for 8 – lane divided carriageway at approaches and structure portions of flyover, ROB and sections where main road level is higher than service road level.
- (iii) The paved portion of main carriageway shall be 16.75m wide including paved shoulders, kerb shyness in each travel direction excluding the median for 8 – lane divided carriageway at approaches and structure portions of overpass and RUB.
- (iv) The paved portion of main carriageway shall be same as existing width of Trumpet interchange of NICE road at Tumkur road and Hosur road.
- (v) The service road shall be provided on the appropriate stretch of the Project Road near settlements and at necessary locations.
- (vi) The paved portion of service road shall be 11m wide at all sections.
- (vii) At all cross roads at surface level junctions, the width of cross road shall be same as existing width with provision of additional lane / lanes with acceleration / deceleration lane and taper for turning lanes as per Specifications.
- (viii) The width of paved carriageway at all loops / ramps of interchanges shall be as per applicable Interchange drawings.
- (ix) Except otherwise provided in this agreement, but subject to the provisions of Annex-I of this Schedule-B, the width of the paved carriageway shall confirm to Clause 1(i) and Clause 1(v) above.

2. Geometric Design & General Features

- (i) **General**
Geometric design and general features of the Project shall be in accordance with Section 3 of the IRC: 86-2018 and other associated relevant IRC codes.
- (ii) **Design Speed**
The right of way for the Project Road is finalised by the Authority prior to engineering activities and hence

the design speed corresponding to access control road cannot be adopted. Generally, the centreline of the alignment of the Project Road is same as the centreline of the right of way finalised by the Authority. Since the alignment has to be retro-fit within the given site constraints, design speed of 60Kmph is adopted for main carriageway and 30 Kmph for service roads for all geometric designs.

(iii) Improvement to the existing Road Geometrics

The alignment plan and longitudinal section (Plan and Profile) of the Project Road is given in Appendix B-1.

The horizontal and vertical alignment shall be improved / designed to the required standards and as defined in this Schedule-B such that all the project cross section elements given in applicable typical cross sections fit within the right of way finalised by the Authority.

The horizontal and vertical alignment shall be improved / designed to the required standards and as defined in this Schedule-B such that there is no infringement to any of utility lines of any agencies across / along the road.

The vertical profile given in the alignment drawings is minimum and the Concessionaire / concessionaire shall design the vertical geometry as per design manual and hydraulic requirement.

At locations where improvement of the existing road geometrics to the prescribed standards is not possible, the existing road geometrics shall be improved to the extent possible within the available right of way and adequate road safety measures shall be provided for safe regulation of fast moving, slow moving and pedestrian traffic.

(iv) Right of Way

Details of the Right of Way are given in Annex-II of Schedule-A.

(v) Type of Shoulders

Fully paved shoulder shall be provided in following sections

Sl No	Cross Section Type	Main Road			Service Road	
		Median side	Service road side	Median portion	Separator side	ROW side
1	Type-1	1.25m paved shoulder	2.25m paved shoulder	4m granular shoulder	-	2m wide cycle track & 2m wide footpath
2	Type-2	0.75m paved shoulder	1.75m paved shoulder	-	-	2m wide cycle track & 2m wide footpath

Sl No	Cross Section Type	Main Road			Service Road	
		Median side	Service road side	Median portion	Separator side	ROW side
3	Type-3	0.75m paved shoulder	1.75m paved shoulder	-	2.5m separator footpath	2m wide cycle track & 2m wide footpath
4	Type-4	-	-	-	-	
5	Type-5	0.75m paved shoulder	1.75m paved shoulder	-	-	2m wide cycle track & 2m wide footpath
6	Type-6	1.25m paved shoulder	2.25m paved shoulder	4m granular shoulder	-	2m wide cycle track & 2m wide footpath
7	Type-7	1.25m paved shoulder	2.25m paved shoulder	4m granular shoulder	2.5m separator footpath	2m wide cycle track & 2m wide footpath
8	Type-8	-	1.5m paved shoulder	-	-	-
9	Type-9	1.25m paved shoulder	2.25m paved shoulder	4m granular shoulder	-	2m wide cycle track & 2m wide footpath
10	Type-10	1.25m paved shoulder	2.25m paved shoulder	4m granular shoulder	-	2m wide cycle track & 2m wide footpath
11	Type-11	1.25m paved shoulder	2.25m paved shoulder	4m granular shoulder	-	2m wide cycle track & 2m wide footpath
12	Type-12	0.75m paved shoulder	1.75m paved shoulder	-	-	2m wide cycle track & 2m wide footpath
13	Type-13	0.75m	1.75m paved	-	-	2m wide cycle

Draft Concession Agreement

Sl No	Cross Section Type	Main Road			Service Road	
		Median side	Service road side	Median portion	Separator side	ROW side
		paved shoulder	shoulder			track & 2m wide footpath
14	Type-14	-	-	-	-	-

- (a) Width of paved shoulders, kerb shy distance, space for gantries shall (as per typical cross section) shall be provided with same pavement composition of main road.
- (b) The width of paved shoulder in approaches to grade separated structures shall extend on either side of the structure for entire length of retaining walls. The retaining walls on either side shall be abutting the paved shoulders and shall have crash barriers on top.
- (c) The granular shoulder extended as part of main road into central median shall be provided with drainage layer extended from Granular Sub Base of main road.
- (d) Design and specifications of footpath and cycle track shall conform to the requirements specified in IRC:SP:63-2004.

(vi) Lateral and Vertical Clearance at underpasses

- (a) Lateral and vertical clearances at underpasses/Flyovers and provision of guardrails/crash barriers shall be as per details given in Section 7 of this Schedule-B.
- (b) The base of the proposed structure shall be kept 15cm above the ground level / adjoining service road level to ensure no stagnation of water occurs in the structure base.
- (c) Guard rail / crash barriers shall be provided for protection of vehicles from colliding with the abutments and piers and the deck of the structures.

(vii) Lateral and Vertical Clearance at overpasses

- (a) Lateral and vertical clearances at overpasses shall be as per details given in Section 7 of this Schedule-B.
- (b) The abutments and piers shall be provided with suitable protection against collision of vehicles.

(viii) Service Roads/ Slip Roads

Service roads shall be constructed at the locations and for the lengths indicated below and per applicable TCS.

Sl No	Location of service road (from Km to Km)	Right hand side / Left hand side	Length of service road (Km)
1	Km 0.000 to Km 64.201	Both sides	128.402 Km (both sides together)

(ix) Grade separated structures

(a) Grade separated structures shall be provided as per Paragraph 2.13 of the Design Manual. The requisite particulars are given below:

Sl No	Location of Structure (Chainage , km)	Proposal	Type of Structure	C/w Width (m)	Number & length of spans (m)	Vertical Clearance (m)	Approach gradient	Remarks, if any
1	0.000	Flyover	PSC Girder	2 X 18.5	1 X 60	5.5	G=2.607%, G=-2.607%	Major Junction-Tumkur Road (NH-4)
2	2.270	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=-2.100%, G=2.100%	Tammenahalli To Kudaregere
3	3.560	VOP	PSC Girder	2 X 17.5	1 x 27.5	5.5	G=0.800% G=-0.800%	Chikkabanavara to Soladevanahalli
4	4.351	Flyover	PSC Girder	2 X 17.5 , 2 X 12	4 X 30, 1 X 40	5.5	G=-2.331%, G=-4.000%	Major Junction-Hesarghatta Road
5	6.757	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=3.700%, G=-2.100%	Kalatammanahalli to Kasaghattapura
6	8.859	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=1.500%, G=-2.500%	Byalakere to Byalakere Palya
7	10.713	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=1.901%, G=-1.901%	Doddaballapur to Mavallipura
8	11.410	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	16 x 30	5.5	G=-1.730%, G=1.730%	Jarakabande Lake
9	11.715	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=1.730%, G=-1.730%	Doddaballapur road to Jaraka bande kalavu
10	12.565	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=2.280%, G=-4.000%	Ramakondanahalli to IVRI
11	14.435	PRR - VOP	PSC Girder	2 X 17.5	1 X 110	5.5	G=2.000%, G=-2.000%	Major Junction-Doddaballapur
12	18.651	PRR - VOP	PSC Girder	2 X 17.5	1 X 60	5.5	G=-0.200%, G=0.200%	Major Junction-Bellary Road (NH-7)
13	21.205	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=4.000%, G=-2.556%	Yelahanka To Tirumanahalli
14	22.190	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	4 x 30	5.5	G=-2.556%, G=2.010%	Tirumenahalli Lake

Development of Eight Lane Peripheral Ring Road to Bengaluru under Public Private Partnership

Draft Concession Agreement

Sl No	Location of Structure (Chainage , km)	Proposal	Type of Structure	C/w Width (m)	Number & length of spans (m)	Vertical Clearance (m)	Approach gradient	Remarks, if any
15	23.413	VOP	PSC Girder I	2 X 17.5	1 x 27.5	5.5	G=-0.466%, G=0.466%	Nagavara to Byalahalli
16	25.605	PRR - VOP	PSC Girder I	2 X 17.5	1 X 55	5.5	G=0.537%, G=-0.537%	Major Junction-Hennur Road
17	28.091	VOP	PSC Girder I	2 X 17.5	1 x 27.5	5.5	G=-0.700%, G=0.700%	Bileshivale to Doddagubbi
18	29.763	VOP	PSC Girder I	2 X 17.5	1 x 27.5	5.5	G=0.403%, G=-0.403%	Rampura to Anagalapura
19	31.505	VUP	PSC Girder I	2 X 17.5	3 X 30	5.5	G=3.000%, G=-3.000%	Rampur to Bidarahalli
20	33.621	VUP	PSC Girder I	2 X 17.5	3 X 30	5.5	G=2.100%, G=-1.300%	Herandahalli to Bidarahalli
21	36.326	Flyover	PSC Girder I	2 X 17.5	1 X 75	5.5	G=4.000%, G=-0.800%	Major Junction-Old Madras Road (NH-4)
22	37.365	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	3 x 30	5.5	G=1.620%, G=-1.620%	Chinnaganahalli Lake
23	37.766	VOP	PSC Girder I	2 X 17.5	1 x 27.5	5.5	G=0.574%, G=-0.574%	Doddabanahalli to Kannamangala
24	39.180	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	17 x 300	5.5	G=2.000%,G =-2.000%	Chikkabanahalli Lake
25	40.256	Flyover	PSC Girder I	2 X 17.5	1 X 70	5.5	G=1.200%, G=-3.000%	Major Junction-Whitefield-Hoskote Road
26	43.832	Flyover	PSC Girder I	2 X 17.5	3 X 30	5.5	G=2.200%, G=-2.200%	Major Junction-Channasandra Road
27	46.270	VUP	PSC Girder I	2 X 17.5	3 X 30	5.5	G=1.800%, G=-2.000%	Nagagondanahalli to Nammekanahalli
28	47.550	VUP	PSC Girder I	2 X 17.5	3 X 30	5.5	G=2.200%, G=-2.100%	Hagadur to Ajjagondanahalli
29	48.875	VOP	PSC Girder I	2 X 17.5	1 x 27.5	5.5	G=0.578%, G=-0.578%	Chikka Tirupathi to Mutsandra
30	49.809	VUP	PSC Girder I	2 X 17.5	3 X 30	5.5	G=2.000%,	Varthur to

Draft Concession Agreement

Sl No	Location of Structure (Chainage , km)	Proposal	Type of Structure	C/w Width (m)	Number & length of spans (m)	Vertical Clearance (m)	Approach gradient	Remarks, if any
			Girder				G=-1.000%	Domsandra
31	50.880	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=1.151%, G=-1.151%	Varthur to Gunjur
32	52.200	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	20 x 30	5.5	G=-1.690%, G=2.000%	Gunjur Lake
33	52.673	VUP	PSC Girder	2 X 17.5	3 X 30	5.5	G=2.000%, G=-2.153%	Varthur to Dommasandra
34	55.462	PRR - VOP	PSC Girder	2 X 17.5	1 X 50	5.5	G=1.523%, G=-1.523%	Major Junction-Sarjapur Road
35	60.823	VOP	PSC Girder	2 X 17.5	1 x 27.5	5.5	G=0.360%, G=-0.360%	Silicon Town to Rayasandra
36	64.202	Flyover	PSC Precast girder	1 x 9.5	9 x 30	5.5	G=2.083%, G=-3.211%	Chikkatogur Lake, At Junction Free Left
37	64.202	Flyover	PSC Precast girder	1 x 9.5	10 x 30	5.5	G=2.083%, G=-3.211%	Chikkatogur Lake, At Junction Downramp
38	64.202	Flyover	PSC Girder	2 X 18.5	1 X 75	5.5	G=2.083%, G=-3.211%	Major Junction-Hosur Road (NH-7)
39	64.345	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	3 x 30	5.5	G=3.211%, G=-3.211%	Chikkatogur Lake
40	64.450	Flyover	PSC Precast girder	2 X 17.5 , 1 X 12	4 x 30	5.5	G=3.211%, G=-3.211%	Chikkatogur Lake, Main Carriageway and LHS side Service road
41	64.600	Flyover	PSC Precast girder	2 X 17.5 , 2 X 12	6 x 30	5.5	G=-3.211%, G=2.746%	Chikkatogur Lake

Notes:

- (i) The span mentioned above is clear span measured perpendicular to project road alignment. The location / orientation of the span mentioned structures are tentative and may vary as per the actual site condition and cross road alignment. For cross roads in skew, the proposed structures shall be provided in skew only.
- (ii) The exact location of structures shall be finalised in consultation with the Authority and any change in locations shall not be construed as change in the scope of work.

Draft Concession Agreement

- (iii) Minimum vertical clearance shall be maintained by regrading cross roads, if necessary along with approaches by providing same pavement as that of existing road as per site condition and codal provisions. This shall not be construed as change in scope of work.
 - (iv) Adequate lighting, ventilation, provisions of protection against rain, wind etc., shall be made in consultation with the Authority.
 - (v) Pumping arrangements including pumping stations, sump etc., for dewatering the water shall be provided at all structure locations, if required as per site conditions and codal provisions in consultation with the Authority.
- (b) In the case of grade separated structures, the type of structure and the level of the Project Highway and the cross roads shall be as follows:

Sl No	Location	Proposal	Cross Road at		
			Existing Level	Raised Level	Lowered Level
1	0.000	Flyover	Major Junction-Tumkur Road (NH-4)	PRR	
2	2.270	VUP	Tammenahalli To Kudaregere	PRR	
3	3.560	VOP	Chikkabanavara to Soladevanahalli		PRR
4	4.351	Flyover	Major Junction-Hesarghatta Road	PRR	
5	6.757	VUP	Kalatammanahalli to Kasaghattapura	PRR	
6	8.859	VUP	Byalakere to Byalakere Palya	PRR	
7	10.713	VUP	Doddaballapur to Mavallipura	PRR	
8	11.410	Flyover	Jarakabande Lake	PRR	
9	11.715	VUP	Doddaballapur road to Jaraka bande kalavu	PRR	
10	12.565	VUP	Ramakondanahalli to IVRI	PRR	
11	14.435	PRR - VOP	Major Junction-Doddaballapur		PRR
12	18.651	PRR - VOP	Major Junction-Bellary Road (NH-7)		PRR
13	21.205	VUP	Yelahanka To Tirumanahalli	PRR	
14	22.190	Flyover	Tirumenahalli Lake	PRR	
15	23.413	VOP	Nagavara to Byalahalli		PRR
16	25.605	PRR - VOP	Major Junction-Hennur Road		PRR
17	28.091	VOP	Bileshivale to Doddagubbi		PRR
18	29.763	VOP	Rampura to Anagalapura		PRR
19	31.505	VUP	Rampur to Bidarahalli	PRR	
20	33.621	VUP	Herandahalli to Bidarahalli	PRR	
21	36.326	Flyover	Major Junction-Old Madras Road (NH-4)	PRR	

Draft Concession Agreement

Sl No	Location	Proposal	Cross Road at		
			Existing Level	Raised Level	Lowered Level
22	37.365	Flyover	Chinnaganahalli Lake	PRR	
23	37.766	VOP	Doddabanahalli to Kannamangala		PRR
24	39.180	Flyover	Chikkabanahalli Lake	PRR	
25	40.256	Flyover	Major Junction-Whitefield-Hoskote Road	PRR	
26	43.832	Flyover	Major Junction-Channasandra Road	PRR	
27	46.270	VUP	Nagagondanahalli to Nammekanahalli	PRR	
28	47.550	VUP	Hagadur to Ajjagondanahalli	PRR	
29	48.875	VOP	Chikka Tirupathi to Mutsandra		PRR
30	49.809	VUP	Varthur to Domsandra	PRR	
31	50.880	VUP	Varthur to Gunjur	PRR	
32	52.200	Flyover	Gunjur Lake	PRR	
33	52.673	VUP	Varthur to Dommasandra	PRR	
34	55.462	PRR - VOP	Major Junction-Sarjapur Road		PRR
35	60.823	VOP	Silicon Town to Rayasandra		PRR
36	64.202	Flyover	Chikkatogur Lake, At Junction Free Left	PRR	
37	64.202	Flyover	Chikkatogur Lake, At Junction Downramp	PRR	
38	64.202	Flyover	Major Junction-Hosur Road (NH-7)	PRR	
39	64.345	Flyover	Chikkatogur Lake	PRR	
40	64.450	Flyover	Chikkatogur Lake, Main Carriageway and LHS side Service road	PRR	
41	64.600	Flyover	Chikkatogur Lake	PRR	

(x) Cattle and pedestrian underpass/overpass

Cattle and pedestrian underpass/ overpass shall be constructed as follows:

Sl No	Location (km)	Type of crossing
Nil		

(xi) Typical cross-sections of the Project Highway

The Project Road shall be constructed to eight lane configuration as per typical cross sections shown in Appendix-1 and as given below:

Draft Concession Agreement

SI No	From (km)	To (km)	Length (km)	Typical Cross Section Type
1	-0.368	-0.038	0.3303	15
2	-0.038	0.038	0.0750	14
3	0.038	0.560	0.5225	15
4	0.560	2.030	1.4700	1
5	2.030	2.225	0.1950	2
6	2.225	2.315	0.0900	5
7	2.315	2.970	0.6550	2
8	2.970	3.545	0.5750	6
9	3.545	3.575	0.0300	12
10	3.575	3.790	0.2150	6
11	3.790	4.175	0.3850	3
12	4.175	4.395	0.2200	4
13	4.395	4.955	0.5600	3
14	4.955	5.460	0.5050	1
15	5.460	6.350	0.8900	11
16	6.350	6.712	0.3620	2
17	6.712	6.802	0.0900	5
18	6.802	7.890	1.0880	2
19	7.890	8.350	0.4600	6
20	8.350	8.814	0.4640	2
21	8.814	8.904	0.0900	5
22	8.904	9.440	0.5360	2
23	9.440	9.900	0.4600	1
24	9.900	10.668	0.7680	2
25	10.668	10.758	0.0900	5
26	10.758	11.120	0.3620	2
27	11.120	11.150	0.0300	1
28	11.150	11.670	0.5200	2
29	11.670	11.760	0.0900	5
30	11.760	12.520	0.7600	2
31	12.520	12.610	0.0900	5
32	12.610	13.100	0.4900	2

Draft Concession Agreement

SI No	From (km)	To (km)	Length (km)	Typical Cross Section Type
33	13.100	13.810	0.7100	1
34	13.810	14.395	0.5850	6
35	14.395	14.505	0.1100	12
36	14.505	14.775	0.2700	6
37	14.775	15.110	0.3350	7
38	15.110	15.200	0.0900	8
39	15.200	16.025	0.8250	7
40	16.025	16.095	0.0700	8
41	16.095	17.610	1.5150	7
42	17.610	18.206	0.5960	1
43	18.206	18.620	0.4140	6
44	18.620	18.680	0.0600	12
45	18.680	19.190	0.5100	6
46	19.190	20.650	1.4600	1
47	20.650	21.160	0.5100	2
48	21.160	21.250	0.0900	5
49	21.250	22.350	1.1000	2
50	22.350	23.020	0.6700	1
51	23.020	23.398	0.3780	6
52	23.398	23.428	0.0300	12
53	23.428	23.720	0.2920	6
54	23.720	25.380	1.6600	1
55	25.380	25.575	0.1950	6
56	25.575	25.630	0.0550	12
57	25.630	26.110	0.4800	6
58	26.110	26.940	0.8300	1
59	26.940	28.076	1.1360	6
60	28.076	28.106	0.0300	12
61	28.106	28.760	0.6540	6
62	28.760	29.270	0.5100	1
63	29.270	29.748	0.4780	6
64	29.748	29.778	0.0300	12

Draft Concession Agreement

SI No	From (km)	To (km)	Length (km)	Typical Cross Section Type
65	29.778	30.240	0.4620	6
66	30.240	31.128	0.8880	1
67	31.128	31.460	0.3320	2
68	31.460	31.550	0.0900	5
69	31.550	32.005	0.4550	2
70	32.005	33.210	1.2050	1
71	33.210	33.576	0.3660	2
72	33.576	33.666	0.0900	5
73	33.666	34.070	0.4040	2
74	34.070	34.607	0.5370	9
75	34.607	35.785	1.1780	11
76	35.785	36.295	0.5100	2
77	36.295	36.370	0.0750	5
78	36.370	36.658	0.2880	2
79	36.658	37.490	0.8320	1
80	37.490	37.751	0.2610	6
81	37.751	37.781	0.0300	12
82	37.781	38.230	0.4490	6
83	38.230	39.800	1.5700	1
84	39.800	40.220	0.4200	2
85	40.220	40.290	0.0700	5
86	40.290	40.700	0.4100	2
87	40.700	42.100	1.4000	1
88	42.100	42.500	0.4000	3
89	42.500	42.630	0.1300	4
90	42.630	42.930	0.3000	3
91	42.930	43.400	0.4700	1
92	43.400	43.772	0.3720	2
93	43.772	43.862	0.0900	5
94	43.862	44.300	0.4380	2
95	44.300	45.900	1.6000	1
96	45.900	46.000	0.1000	10

SI No	From (km)	To (km)	Length (km)	Typical Cross Section Type
97	46.000	46.225	0.2250	2
98	46.225	46.315	0.0900	5
99	46.315	46.730	0.4150	2
100	46.730	47.000	0.2700	1
101	47.000	47.505	0.5050	2
102	47.505	47.595	0.0900	5
103	47.595	47.890	0.2950	2
104	47.890	48.580	0.6900	1
105	48.580	48.860	0.2800	6
106	48.860	48.890	0.0300	12
107	48.890	49.300	0.4100	6
108	49.300	49.500	0.2000	10
109	49.500	49.764	0.2640	2
110	49.764	49.854	0.0900	5
111	49.854	50.835	0.9810	2
112	50.835	50.925	0.0900	5
113	50.925	51.255	0.3300	2
114	51.255	52.280	1.0250	1
115	52.280	52.628	0.3480	2
116	52.628	52.718	0.0900	5
117	52.718	53.420	0.7020	2
118	53.420	55.203	1.7830	1
119	55.203	55.340	0.1370	6
120	55.340	55.390	0.0500	12
121	55.390	55.835	0.4450	6
122	55.835	57.140	1.3050	1
123	57.140	57.340	0.2000	11
124	57.340	57.790	0.4500	1
125	57.790	58.350	0.5600	11
126	58.350	58.585	0.2350	3
127	58.585	58.705	0.1200	4
128	58.705	59.200	0.4950	3

SI No	From (km)	To (km)	Length (km)	Typical Cross Section Type
129	59.200	60.200	1.0000	1
130	60.200	60.808	0.6080	6
131	60.808	60.838	0.0300	12
132	60.838	61.220	0.3820	6
133	61.220	63.750	2.5300	1
134	63.750	64.162	0.4120	13
135	64.162	64.237	0.0750	14
136	64.237	64.747	0.5104	13

Notes :

(1) Any variations in the lengths specified in the above table shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 16.

(2) Chainage given in the Table above is with respect to alignment centreline of central median.

(3) Design and specification for pavement shall confirm to the requirements specified in applicable clauses of the Design Manual.

3. Intersections and Grade Separators

All intersections and grade separators shall be as per Section 3 of the Manual. Existing intersections which are deficient shall be improved to the prescribed standards.

The Project Road is proposed to be constructed as an access controlled facility for main road. Hence, no at-grade intersections are permitted for main road. The cross roads at flyovers, underpasses and overpasses shall be treated as at-grade intersections with service road of the Project Road upto the extent of Right of Way. However, it shall be ensured that the underpasses / overpasses shall be provided at every 1 km along the Project Road.

Properly designed intersections shall be provided at the locations and of the types and features given in the tables below:

SI No	Location of Intersection (Km)	Type of Intersection	Remarks
1	0.230	T/Y	Local Road
2	0.270	T/Y	Local Road
3	0.285	T/Y	Local Road
4	0.300	T/Y	Local Road
5	0.312	T/Y	Local Road
6	0.952	+	Local Road
7	1.032	+	Local Road
8	1.140	+	Local Road
9	1.362	+	Local Road
10	1.450	T/Y	Kudaregere

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
11	1.620	T/Y	Tammenahalli
12	2.050	+	Local Road
13	2.425	T/Y	Tammenahalli palya
14	2.567	+	Tammenahalli palya
15	2.632	+	Local Road
16	2.700	T/Y	Local Road
17	2.750	T/Y	Local Road
18	2.770	T/Y	Local Road
19	2.800	T/Y	Soldevanahalli
20	2.830	T/Y	Local Road
21	2.900	T/Y	Local Road
22	2.980	T/Y	Local Road
23	3.010	T/Y	Local Road
24	3.080	T/Y	Local Road
25	3.120	T/Y	Tammenahalli
26	3.230	T/Y	Local Road
27	3.270	T/Y	Local Road
28	3.325	T/Y	Local Road
29	3.440	T/Y	Local Road
30	3.480	T/Y	Tammenahalli
31	3.620	T/Y	Local Road
32	3.790	+	Local Road
33	3.840	+	Local Road
34	3.880	T/Y	Local Road
35	3.920	T/Y	Local Road
36	3.970	+	Local Road
37	4.020	T/Y	Local Road
38	4.095	+	Local Road
39	4.955	+	Soldevanahalli To Bangalore City
40	4.990	T/Y	Kempapur
41	5.060	T/Y	Soldevanahalli
42	5.080	T/Y	Local Road
43	5.250	+	Local Road
44	5.370	T/Y	Local Road
45	5.470	T/Y	Local Road
46	5.590	T/Y	Kempapur
47	5.720	T/Y	Kasaghattapura

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
48	5.770	T/Y	Kasaghattapura
49	6.150	T/Y	Local Road
50	6.250	T/Y	Local Road
51	6.510	T/Y	Local Road
52	6.850	T/Y	Local Road
53	7.142	+	Local Road
54	7.750	T/Y	Kalatammanahalli
55	7.800	T/Y	Pakegowdanapalya
56	7.910	T/Y	Local Road
57	8.140	T/Y	Hesaraghatta
58	8.205	T/Y	Bylakere
59	8.640	T/Y	Local Road
60	9.240	T/Y	Local Road
61	9.350	T/Y	Local Road
62	9.370	T/Y	Bylakere
63	9.500	T/Y	Mavallipura
64	9.560	T/Y	Local Road
65	9.700	T/Y	Local Road
66	9.780	T/Y	Local Road
67	9.860	T/Y	Local Road
68	9.950	T/Y	Local Road
69	10.010	T/Y	Local Road
70	10.090	+	Local Road
71	10.405	+	Mavallipura
72	10.505	+	Local Road
73	10.900	T/Y	Local Road
74	11.235	+	Jaraka Bande Kavalu
75	12.070	+	Local Road
76	12.410	+	Doddaballapur Road
77	12.715	+	Local Road
78	13.300	+	Local Road
79	13.350	T/Y	Local Road
80	13.500	+	Local Road
81	13.580	+	Local Road
82	13.850	T/Y	Local Road
83	13.925	T/Y	Local Road
84	13.960	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
85	14.190	+	Local Road
86	14.510	T/Y	Local Road
87	14.570	T/Y	Local Road
88	14.600	+	Local Road
89	14.650	T/Y	Local Road
90	14.730	T/Y	Local Road
91	14.850	T/Y	Local Road
92	14.880	T/Y	Local Road
93	14.920	T/Y	Local Road
94	15.290	T/Y	Harohalli
95	15.320	T/Y	Local Road
96	15.350	T/Y	Local Road
97	15.400	T/Y	Local Road
98	15.470	T/Y	Local Road
99	15.550	T/Y	Local Road
100	15.658	+	Local Road
101	15.700	T/Y	Local Road
102	15.800	T/Y	Local Road
103	15.970	T/Y	Local Road
104	16.550	T/Y	Local Road
105	16.880	+	Local Road
106	16.935	+	Local Road
107	18.700	T/Y	Local Road
108	18.780	T/Y	Local Road
109	18.910	T/Y	Local Road
110	18.970	+	Local Road
111	19.005	+	Local Road
112	19.030	T/Y	Local Road
113	19.070	T/Y	Local Road
114	19.165	+	Local Road
115	19.250	T/Y	Local Road
116	19.310	T/Y	Local Road
117	19.350	T/Y	Local Road
118	19.400	T/Y	Local Road
119	19.450	T/Y	Local Road
120	19.645	+	Koilu to Yelahanka
121	20.080	+	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
122	20.268	+	Koilu to Yelahanka
123	20.480	+	Local Road
124	20.525	+	Local Road
125	20.700	T/Y	Local Road
126	20.740	+	Local Road
127	20.830	+	Koilu to Agrahara
128	20.960	+	Local Road
129	21.065	+	Local Road
130	21.125	+	Local Road
131	21.300	+	Local Road
132	21.645	+	Local Road
133	21.968	+	Local Road
134	22.560	+	Tirumenahalli to Agrahara
135	22.850	+	Tirumenahalli to Chokkanahalli
136	23.090	T/Y	Local Road
137	23.280	T/Y	Local Road
138	23.350	T/Y	Local Road
139	23.525	+	Local Road
140	23.575	T/Y	Local Road
141	23.640	T/Y	Local Road
142	23.650	+	Local Road
143	23.840	T/Y	Local Road
144	24.100	T/Y	Local Road
145	24.390	T/Y	Local Road
146	24.400	T/Y	Local Road
147	24.745	T/Y	Local Road
148	24.780	T/Y	Local Road
149	24.845	T/Y	Local Road
150	24.870	+	Local Road
151	24.985	T/Y	Local Road
152	25.025	T/Y	Local Road
153	25.055	T/Y	Local Road
154	25.760	T/Y	Local Road
155	25.820	T/Y	Local Road
156	25.890	T/Y	Local Road
157	26.030	+	Local Road
158	26.100	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
159	26.120	T/Y	Local Road
160	26.250	+	Doddagubbi to Banaswadi
161	26.725	T/Y	Local Road
162	26.725	T/Y	Local Road
163	26.820	T/Y	Local Road
164	26.940	+	Local Road
165	27.110	T/Y	Local Road
166	27.270	T/Y	Local Road
167	27.300	+	Local Road
168	27.470	+	Doddagubbi to Hennur Main Road
169	27.850	T/Y	Local Road
170	27.910	T/Y	Local Road
171	28.020	T/Y	Local Road
172	28.420	T/Y	Local Road
173	28.500	T/Y	Local Road
174	29.850	T/Y	Local Road
175	29.970	T/Y	Local Road
176	30.140	T/Y	Local Road
177	30.160	T/Y	Local Road
178	30.200	T/Y	Local Road
179	30.220	T/Y	Local Road
180	30.320	T/Y	Local Road
181	30.470	T/Y	Local Road
182	30.730	T/Y	Local Road
183	30.740	+	Local Road
184	31.240	T/Y	Local Road
185	31.350	T/Y	Local Road
186	31.415	T/Y	Local Road
187	31.655	+	Local Road
188	31.965	+	Local Road
189	32.182	+	Local Road
190	32.298	+	Local Road
191	33.040	+	Bidarahalli to Hirandahalli
192	33.300	T/Y	Local Road
193	33.400	T/Y	Local Road
194	33.470	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
195	33.955	+	Local Road
196	34.495	T/Y	Local Road
197	34.525	T/Y	Local Road
198	34.800	T/Y	Local Road
199	34.880	T/Y	Local Road
200	35.240	T/Y	Local Road
201	35.300	T/Y	Local Road
202	35.700	T/Y	Bidarahalli
203	35.780	T/Y	Avahalli
204	36.000	T/Y	Local Road
205	36.060	T/Y	Local Road
206	36.820	T/Y	Bidarena Agrahara
207	36.845	T/Y	Cheemasandra
208	36.900	T/Y	Local Road
209	36.980	T/Y	Local Road
210	37.170	T/Y	Local Road
211	37.220	T/Y	Bandapura
212	37.235	T/Y	Bandapura
213	37.325	T/Y	Bidarena Agrahara
214	37.475	T/Y	Local Road
215	38.100	T/Y	Local Road
216	38.130	T/Y	Local Road
217	38.180	T/Y	Local Road
218	38.200	T/Y	To NH 4
219	38.210	T/Y	Local Road
220	38.225	T/Y	Local Road
221	38.540	T/Y	Local Road
222	38.640	T/Y	Local Road
223	38.800	T/Y	Local Road
224	38.850	T/Y	Local Road
225	38.950	T/Y	Local Road
226	39.060	T/Y	Local Road
227	39.390	T/Y	Local Road
228	39.500	T/Y	Local Road
229	39.605	T/Y	Doddabanahalli
230	39.625	T/Y	Local Road
231	39.650	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
232	39.780	T/Y	Local Road
233	40.040	T/Y	Local Road
234	40.140	T/Y	Local Road
235	40.330	T/Y	Local Road
236	40.790	T/Y	Local Road
237	40.870	T/Y	Local Road
238	41.000	T/Y	Chaitanya Township
239	41.140	T/Y	Local Road
240	41.230	T/Y	Local Road
241	41.434	+	Hoskote to Kadugodi
242	41.605	T/Y	Local Road
243	41.625	T/Y	Local Road
244	41.670	T/Y	Hoskote
245	41.730	T/Y	Local Road
246	41.780	T/Y	Local Road
247	41.850	T/Y	Local Road
248	42.190	T/Y	Local Road
249	42.210	T/Y	Local Road
250	42.290	T/Y	Local Road
251	42.310	T/Y	Local Road
252	42.460	T/Y	Kadugodi
253	42.520	T/Y	Local Road
254	42.990	T/Y	Local Road
255	43.750	T/Y	Local Road
256	44.030	T/Y	Local Road
257	44.140	T/Y	Local Road
258	44.170	+	Local Road
259	44.295	+	Local Road
260	44.575	T/Y	Local Road
261	44.582	T/Y	Local Road
262	44.650	+	Local Road
263	44.750	T/Y	Local Road
264	44.900	T/Y	Local Road
265	44.950	T/Y	Nammekanhalli
266	45.130	T/Y	Local Road
267	45.180	T/Y	Local Road
268	45.340	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
269	45.800	+	Local Road
270	45.990	+	Local Road
271	46.360	T/Y	Local Road
272	46.450	T/Y	Local Road
273	47.390	T/Y	Valepura
274	47.650	T/Y	Sorahunse
275	47.800	T/Y	Local Road
276	47.900	T/Y	Local Road
277	47.960	T/Y	Local Road
278	47.980	T/Y	Local Road
279	48.050	T/Y	Local Road
280	48.090	+	Local Road
281	48.410	T/Y	Local Road
282	48.480	T/Y	Local Road
283	48.790	T/Y	Local Road
284	48.800	T/Y	Local Road
285	49.242	+	Dinne to Varthur
286	49.320	T/Y	Local Road
287	49.360	T/Y	Local Road
288	49.390	T/Y	Local Road
289	49.410	T/Y	Local Road
290	49.440	T/Y	Local Road
291	49.950	T/Y	Local Road
292	50.060	+	Local Road
293	50.380	T/Y	Varthur
294	50.420	T/Y	Local Road
295	50.480	T/Y	Local Road
296	51.320	+	Local Road
297	51.700	+	Gunjur
298	52.500	T/Y	Local Road
299	52.550	T/Y	Local Road
300	52.770	T/Y	Local Road
301	53.210	T/Y	Local Road
302	53.260	T/Y	Local Road
303	53.750	T/Y	Local Road
304	53.820	T/Y	Local Road
305	54.040	T/Y	Gunjur

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
306	54.200	T/Y	Local Road
307	54.260	T/Y	Local Road
308	54.320	T/Y	Local Road
309	54.360	T/Y	Local Road
310	54.410	T/Y	Local Road
311	54.520	T/Y	Local Road
312	54.550	T/Y	Local Road
313	54.760	T/Y	Local Road
314	54.940	T/Y	Local Road
315	55.510	+	Local Road
316	55.740	+	Local Road
317	56.040	T/Y	Soolakunte
318	56.150	T/Y	Local Road
319	56.600	T/Y	Local Road
320	56.670	T/Y	Local Road
321	56.800	T/Y	Local Road
322	56.810	T/Y	Local Road
323	57.280	T/Y	Chokkasandra
324	57.405	T/Y	Kodathi
325	57.530	T/Y	Local Road
326	57.700	T/Y	Local Road
327	57.800	T/Y	Local Road
328	57.900	+	Local Road
329	58.050	T/Y	Local Road
330	58.080	T/Y	Local Road
331	58.600	T/Y	Local Road
332	58.610	T/Y	Local Road
333	59.050	T/Y	Local Road
334	59.090	T/Y	Local Road
335	59.010	T/Y	Local Road
336	59.400	T/Y	Gattihalli
337	59.470	T/Y	Huskur
338	59.780	T/Y	Local Road
339	59.820	T/Y	Huskur
340	59.920	T/Y	To Sarjapur Road
341	60.075	+	Local Road
342	60.190	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
343	60.240	T/Y	Local Road
344	60.270	T/Y	Local Road
345	60.320	T/Y	Local Road
346	60.370	T/Y	Local Road
347	60.415	T/Y	Local Road
348	60.450	T/Y	Local Road
349	60.500	T/Y	Local Road
350	60.530	T/Y	Local Road
351	60.575	+	Local Road
352	60.615	+	Local Road
353	60.710	T/Y	Local Road
354	60.720	T/Y	Local Road
355	60.725	T/Y	Local Road
356	60.760	T/Y	Local Road
357	61.300	+	Local Road
358	61.340	+	Local Road
359	61.360	+	Local Road
360	61.520	T/Y	Local Road
361	61.575	+	Chikkanagamangala to Doddanagamangala
362	61.750	T/Y	Local Road
363	61.800	T/Y	Local Road
364	61.900	+	Local Road
365	62.000	+	Local Road
366	62.040	+	Local Road
367	62.070	+	Local Road
368	62.100	T/Y	Local Road
369	62.320	T/Y	Local Road
370	62.500	T/Y	Local Road
371	62.535	T/Y	Local Road
372	62.570	T/Y	Local Road
373	62.605	T/Y	Local Road
374	62.620	T/Y	Local Road
375	62.710	T/Y	Local Road
376	62.700	T/Y	Local Road
377	62.740	T/Y	Local Road
378	62.762	T/Y	Local Road

Sl No	Location of Intersection (Km)	Type of Intersection	Remarks
379	62.775	T/Y	Local Road
380	62.800	T/Y	Local Road
381	62.805	T/Y	Local Road
382	62.900	+	Sankarapa Layout
383	63.040	T/Y	Local Road
384	63.100	T/Y	Local Road
385	63.120	+	Local Road
386	63.185	+	Doddanagamangala
387	63.215	+	Local Road
388	63.250	+	Local Road
389	63.270	T/Y	Local Road
390	63.275	T/Y	Local Road
391	63.280	T/Y	Local Road
392	63.330	T/Y	Local Road
393	63.440	T/Y	Local Road
394	63.615	+	Local Road
395	63.910	T/Y	Local Road

4. Road Embankment and Cut Sections

Construction of new road embankment / cut shall conform to the Specifications and Standards given in Section 4 of the Design Manual and as specified in Typical Cross Section drawings.

5. Pavement Design

(i) Pavement design shall be carried out in accordance with Section 5 of the Manual in conjunction with relevant codes and International Standards.

(ii) Type of Pavement

- a. Flexible pavement for main road and service road.
- b. Rigid pavement for toll plaza and approaches.
- c. Flexible pavement for cross road intersecting with service road of PRR
- d. Flexible overlay for cross road junction approaches / turning.

(iii) Design Period and Strategy

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- a. Flexible pavement for main road shall be designed for design life of 20 years for Base and Sub base course and 10 years for Bituminous Course. The pavement composition shall consist of Stone Matrix Asphalt, Dense Bituminous Macadam, Wet Mix Macadam and Granular Sub Base.
- b. Service road pavement shall be designed for 20 MSA. The pavement composition shall consist of Stone Matrix Asphalt, Dense Bituminous Macadam, Wet Mix Macadam and Granular Sub Base.

Pavement Details	Section-1	Section-2	Section-3	Service Road
Design MSA for Bituminous Course (min)	42	57	62	20
Design MSA for Base and Sub Base Course (min)	105	144	152	20
Stone Matrix Asphalt (SMA),mm	50	50	50	40
Dense Bituminous Macadam (DBM),mm	115	130	130	75
Wet Mix Macadam (WMM),mm	250	250	250	250
Granular Sub Base (GSB),mm	200	200	200	200
Total,mm	615	630	630	565
Subgrade, Effective CBR >=8%,mm	500	500	500	500

- c. Rigid pavement for toll plaza and approaches shall be provided with minimum thickness of 300mm Pavement Quality Concrete, 150mm Dry Lean Concrete and 150mm Granular Sub Base laid over Sub-grade of 500mm thick. Stage construction shall not be permitted. Design life of rigid pavement shall be 30 years.
- d. Overlay over existing road at existing junction approaches shall be provided with thickness of 50mm BC and 60mm Dense Bituminous Macadam. Necessary profile corrective course shall be provided based on vertical geometric design and cross fall of existing road. Stage construction shall not be permitted.

6. Roadside Drainage

Drainage system including surface and sub-surface drains for the Project shall be provided (design and construction) as per Section 6 of the Manual (IRC: SP 87-2019) and in accordance with Para 2(iv) of NHAI HQ Circular, NHAI/Policy Guidelines / Miscellaneous/2020/No.18.48 Dated 08th July 2020. Run-off shall be let into nearest natural outfall such that there is no water stagnation on main road /service road of the Project Road.

7. Design of Structures

- (i) General

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- (a) All bridges, culverts and structures shall be designed and constructed in accordance with Section 7 of the Manual and shall conform to the cross-sectional features and other details and specified therein.
- (b) Width of carriageway of new bridges and structures shall be as per typical cross section drawings.
- (c) All bridges shall be high-level bridges.

(ii) Culverts

- (a) Overall width of all culverts shall be equal to the roadway width of the approaches.
- (b) Reconstruction of existing culverts

The following existing culverts are proposed to be dismantled and reconstructed:

Sl No	Culvert location at km	Span / Opening (m)	Remarks, if any
Nil			

(c) Widening of existing culverts

All existing culverts, which are not be reconstructed, shall be widened to the roadway width of the Project Highway as per the typical cross section given in Section 7 of the Manual. Repairs and strengthening of existing where required shall be carried out.

Sl No	Culvert location at km	Type, Span, height and width of existing culvert (m)	Repairs to be carried out
Nil			

(d) Additional new culverts shall be constructed as per particulars given in the table below:

Sl No	CD Number	Culvert Location, km	Span / Opening, m	Type of Culvert
1	3/1	2.231	1X2	Box
2	3/2	2.643	2X2	Box
3	5/2	4.814	2X3	Box
4	6/1	5.789	2X2	Box
5	7/1	6.429	1X2	Box
6	8/1	7.415	1X2	Box
7	9/1	8.673	1X2	Box
8	10/1	9.147	1X2	Box
9	10/2	9.39	1X3	Box
10	11/1	10.241	1X2	Box
11	11/2	10.64	1X2	Box
12	12/1	11.337	1X2	Box

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Sl No	CD Number	Culvert Location, km	Span / Opening, m	Type of Culvert
13	12/2	11.596	1X2	Box
14	13/1	12.775	1X3	Box
15	20/1	19.952	2X3	Box
16	24/1	23.818	1X3	Box
17	25/1	24.308	1X2	Box
18	26/1	25.208	2X2	Box
19	28/1	27.238	2X2	Box
20	29/1	28.859	2X2	Box
21	32/1	31.705	2X2	Box
22	33/1	32.814	2X2	Box
23	34/1	33.239	2X2	Box
24	35/1	34.713	2X2	Box
25	36/1	35.724	2X3	Box
26	37/1	36.393	2X2	Box
27	38/1	37.553	2X2	Box
28	42/1	41.483	2X2	Box
29	43/2	42.223	2X2	Box
30	43/3	42.507	2X2	Box
31	43/4	42.963	2X2	Box
32	46/1	45.488	2X2	Box
33	46/2	45.743	2X2	Box
34	47/2	46.684	2X2	Box
35	47/3	46.89	2X2	Box
36	48/1	47.141	2X2	Box
37	48/2	47.272	2X2	Box
38	49/1	48.83	2X2	Box
39	50/1	49.503	2X2	Box
40	50/2	49.681	2X2	Box
41	50/3	49.979	2X2	Box
42	51/1	50.603	2X2	Box
43	51/2	50.921	2X2	Box
44	52/1	51.432	2X2	Box
45	56/1	55.222	2X2	Box
46	58/1	57.967	2X2	Box
47	59/1	58.608	2X2	Box
48	60/1	59.833	2X2	Box
49	62/2	61.592	2X2	Box
50	63/1	62.173	2X2	Box
51	65/1	64.02	2X2	Box

Notes:

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- (i) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (ii) No. of expansion joints shall be reduced by provision of continuous spans, as directed by Authority, wherever applicable.
- (iii) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (iv) The Deck level of the structures shall be governed by guidelines of Concerned Authorities.
- (v) The required length shall also be provided considering the skew of the structure in consultation with Authority and shall not be construed as change of scope.
- (vi) Desilting, Rehabilitation and Rejuvenation works shall be carried for any water bodies, lake/pond/tank, area, nala streams and shall not be construed as change of scope.
- (vii) The span and length/Width mentioned are minimum and any Change in length/Width of culverts / structures shall not be construed as change of scope.
- (viii) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(e) Additional new culverts (for BWSSB) shall be constructed as per particulars given in the table below:

Sl No	Culvert Locations	Span / Opening, m	Type of Culvert	Remarks
1	At every 1 km	2m wide X 2m depth, clear dimensions	Box	Water supply crossing

(f) Repair/Replacement of railing/Parapets, flooring and protection works of the existing culverts shall be undertaken as follows:

Sl.No	location, Km	Type of repair required
Nil		

(iii) Major Bridges

(a) Existing major bridges to be re-constructed/widened.

(i) The existing major bridges at the following locations shall be re-constructed as new structures:

Sl. No.	Bridge location	Salient details of existing bridge	Adequacy or otherwise of the existing waterway, vertical	Remarks
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Nil

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope
- (7) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(ii) The following narrow bridges shall be widened :

Sl.No	Location (Km)	Existing width (m)	Extent of widening (m)	Cross-section at deck level for widening
Nil				

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope

(7) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(b) Additional new major bridges

New major bridges at the following locations on the Project Highway shall be constructed.

Sl No	Chainage (km)	Name of Bridge	Span arrangement,m	Total Length,m	Structure Type	C/w Width,m	Deck Width,m
Nil							

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope
- (7) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(c) The railings of the existing major bridges shall be replaced by crash barrier at the following locations:

Sl. No	Location at (Km)	Remarks
Nil		

(d) Repairs / replacements of existing railing / parapets of the existing major bridges shall be undertaken as follows:

Sl. No	Location at (Km)	Remarks
Nil		

Note: Type and extent of repair / strengthening to be carried out, shall be not limited to: Replacement of railing, crash barrier, cleaning of expansion joint, providing wearing coat, replacement of bearings and pedestals and Guniting of exposed concrete surface in Girders and deck slab based on detailed inventory / condition survey of the existing bridge. The Concessionaire to submit the report / methodology for carrying out such repairs / strengthening measures.

(iv) Bridges Over Lakes

(a) Additional new major bridges

New major bridges at the following locations on the Project Highway shall be constructed.

Sl.no	Chainage, km		Name of the Lake	Span arrangement, m	Length of Bridge, m	Type of Structure	Carriageway Width, m	Remarks
	From	To						
1	11.170	11.650	Jarakabande Lake	16 x 30	480	PSC Precast girder	2 X 17.5 , 2 X 12	
2	22.130	22.250	Tirumenahalli Lake	4 x 30	120	PSC Precast girder	2 X 17.5 , 2 X 12	
3	37.320	37.410	Chinnaganahalli Lake	3 x 30	90	PSC Precast girder	2 X 17.5 , 2 X 12	
4	38.925	39.435	Chikkabanahalli Lake	17 x 300	510	PSC Precast girder	2 X 17.5 , 2 X 12	
5	51.900	52.500	Gunjur Lake	20 x 30	600	PSC Precast girder	2 X 17.5 , 2 X 12	
6	63.400	64.750	Konnapananagra - Govindashetty Palaya Lake	3 x 30	350	PSC Precast girder	2 X 17.5 , 2 X 12	
7	65.700	65.950	Chikkatogur Lake	3 x 30	250	PSC Precast girder	2 X 17.5 , 2 X 12	

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.

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- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope
- (7) The construction of structures shall be carried out in phasing manner as per direction of Authority.
- (8) The construction shall be carried out such that the debris removed from the water body / adjoining areas does not fall into the lake or its banks. All safety precautions and traffic management / diversion measures shall be undertaken for entire duration of dismantling activity as per direction of the Authority.

(v) Minor Bridges

(a) Existing minor bridges to be re-constructed/widened.

- (i) The existing minor bridges at the following locations shall be re-constructed as new structures:

Sl. No.	Bridge location	Salient details of existing bridge	Adequacy or otherwise of the existing waterway, vertical	Remarks
Nil				

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope

(7) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(ii) The following narrow bridges shall be widened :

Sl.No	Location (Km)	Existing width (m)	Extent of widening (m)	Cross-section at deck level for widening
Nil				

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope
- (7) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(b) Additional new minor bridges

New minor bridges at the following locations on the Project Highway shall be constructed.

Sl No	CD No	Chainage (km)	Span arrangement, m (clear)	Structure Type	Deck Width,m
1	1/1	0.525	4x10	RCC Box	100
2	5/1	4.587	2X10	RCC Box	100
3	23/1	22.212	2X6	RCC Box	100
4	30/1	29.069	2X4	RCC Box	100
5	34/2	33.696	3X5	RCC Box	100

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6	43/1	42.043	2X6	RCC Box	100
7	44/1	43.798	2X6	RCC Box	100
8	47/1	46.155	2X6	RCC Box	100
9	53/1	52.862	2X6	RCC Box	100
10	57/1	56.052	2X6	RCC Box	100
11	59/2	58.936	2X4	RCC Box	100
12	64/1	63.593	2X4	RCC Box	100

Notes:

- (1) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (2) No. of expansion joints shall be reduced by provision of continuous spans, as directed by the Authority.
- (3) The exact location of structures shall be finalized in consultation with the Authority and any change in location shall not be construed as change in the scope of work.
- (4) The Deck level of the above culverts shall be governed by guidelines of Concerned Authorities
- (5) The required length shall also be provided considering the skew of the structure in consultation with IE and shall not be construed as change of scope
- (6) The span and length/Width mentioned are minimum and any Change in length/Width of culverts shall not be construed as change of scope
- (7) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(c) The railings of the existing minor bridges shall be replaced by crash barrier at the following locations:

Sl. No	Location at (Km)	Remarks
Nil		

(d) Repairs / replacements of existing railing / parapets of the existing minor bridges shall be undertaken as follows:

Sl. No	Location at (Km)	Remarks
--------	------------------	---------

Sl. No	Location at (Km)	Remarks
Nil		

Note: Type and extent of repair / strengthening to be carried out, shall be not limited to: Replacement of railing, crash barrier, cleaning of expansion joint, providing wearing coat, replacement of bearings and pedestals and Guniting of exposed concrete surface in Girders and deck slab based on detailed inventory / condition survey of the existing bridge. The Concessionaire to submit the report / methodology for carrying out such repairs / strengthening measures.

(vi) New Foot Over Bridge

Foot over bridges at following locations shall be provided:

Sl. No.	Design Chainage in Km	Location	Span Arrangement (No. x Length m)	Deck width (m)	Remarks
Nil					

Note:

- (a) Entire bridge deck including stair & ramps shall be covered with FRP sheet or similar kind of roofing to protect from rain and sun.
- (b) Sufficient lighting arrangement shall need to be provided using solar lighting system for the foot bridge.
- (c) The dimension of the existing structures are tentative and shall be altered as per site condition. Retaining or demolition of the existing structures shall be carried in concurrence with AE.
- (d) The construction of structures shall be carried out in phasing manner as per direction of Authority/AE.

(vii) Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in the Manual.

(viii) Structures in marine environment

Nil

(ix) Rail-Road Bridges

- a. Design, construction and detailing of ROB / RUB shall be as specified in the Existing bridges to be re-constructed / widened as per the provisions in Design Manual.
- b. Road over-bridges (ROB)
Road over-bridges (road over rail) shall be provided at the following level crossings, as per railway GAD, which will be provided by the Authority.

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Sl No.	Chainage, Km	Location	Type of Structure	Span Arrangement,m	Total Length,m	C/w Width,m
1	4.212	Bangalore Tumkur	Bow Girder, Girder	String PSC 1 x 60 + 4 x 30 + 1 x 40	130	2 x 17.5 + 2 x 12.0
2	42.570	Bangalore Chennai	Bow Girder, Girder	String PSC 2 x 35 + 1 x 60	130	2 x 17.5 + 2 x 12.0
3	58.640	Bangalore Hosur	Bow Girder, Girder	String PSC 2 x 30 + 1 x 60	120	2 x 17.5 + 2 x 12.0

c. Road Under Bridges (RUB)

Road under bridges (road under railway line) shall be provided at the following level crossings as per the GAD , which will be provided by the Authority.

Sl No.	Chainage, Km	Location	Type of Structure	Span Arrangement,m	Total Length,m	C/w Width,m
1	15.158	Bangalore Doddaballapur	RCC Box	1 x 90	90	2 x 16.5 + 2 x 11.0
2	16.061	Bangalore Chikkaballapur	RCC Box	1 x 70	70	2 x 16.5 + 2 x 11.0

Notes:

- (a) The span mentioned above is clear span measured in square direction only. The locations, orientation of the above mentioned structures are tentative and may vary as per the actual site condition. For cross road in skew the proposed structure shall be provided in skew only.
- (b) Detailed drawings for the above structures shall be confirmed/ approved with concerned Railway authorities and IE/NHAI. Any change shall not be construed as change in scope of work
- (c) The exact location of structures shall be finalized in consultation with the IE and any change in location shall not be construed as change in the scope of work.
- (d) The Deck level of the above Bridges shall be governed by guidelines of Concerned Authorities.
- (e) Adequate lighting, ventilation, provisions for protection against rain, etc. shall be made in consultation with Authority.

(f) The construction of structures shall be carried out in phasing manner as per direction of Authority.

(x) Grade separated structures

The grade separated structures shall be provided at the locations and of the type and length specified in paragraphs 2.9 of this Annex-I.

(xi) Repairs and strengthening of bridges and structures

The existing bridges and structures to be repaired/ strengthened, and the nature and extent of repairs/strengthening required are given below.

(a) Major Bridges & Minor Bridges

Sl No.	Location of Major Bridges & Minor Bridges (km)	Nature and extent of repairs/strengthening to be carried out
Nil		

(b) ROB / RUB

Sl No.	Location of ROB / RUB (km)	Nature and extent of repairs/strengthening to be carried out
Nil		

(c) Flyovers / Grade Separators

Sl No.	Location of Flyovers / Grade Separators (km)	Nature and extent of repairs/strengthening to be carried out
Nil		

(d) Underpasses / Overpasses

Sl No.	Location of Underpasses / Overpasses (km)	Nature and extent of repairs/strengthening to be carried out
Nil		

8. Traffic Control Devices and Road Safety Works

- (i) Traffic control devices and road safety works shall be provided in accordance with Section 9 of the Design Manual.
- (ii) Specifications of the reflective sheeting shall be in accordance with Section 9 of the Manual.

9. Roadside Furniture

- (i) Roadside furniture shall be provided in accordance with the provisions of the Section 9 of the Manual.
- (ii) The Roadside furniture shall include the following as minimum:
 - a) Road Signs
 - b) Road Markings
 - c) Road Delineators
 - d) Reflective Pavement Markers
 - e) Speed Breakers
 - f) Rumble Strips
 - g) Road side and Median Safety Barriers
 - h) Road Boundary Stones
 - i) Work Zone Traffic Management Plans
- (iii) Overhead traffic signs:
 - a) Excluding overhead signs which are to be provided as per Manual of Specifications and Standards, as referred in Schedule-D, the location of these facilities shall be finalized in consultation with Authority as per site requirement.
 - b) However, following shall be provided as minimum :
 - (i) Portal type signs for full width of both carriageways at all NH crossings.
 - (ii) Cantilever type signs at all grade separators, flyovers, underpasses, overpasses.
 - (iii) Portal type of signs for width of all toll plaza locations.
 - (iv) Cantilever type of signs at all entry / exits from / to main road.

(v) ROB / RUB locations.

10. Compulsory Afforestation

Shall be done as specified in para 2(d) of Schedule-C.

11. Hazardous Locations

The safety barriers (W-Beam Metal crash barrier) shall be provided as per Typical Cross Section requirements, locations of pedestrian crossing locations in consultation and approval from the Authority.

12. Special Requirement for Hill Roads

Nil

13. Earth Retaining Structures

Earth retaining structures in form of RCC retaining wall, Reinforced Earth retaining wall, soil nailing shall be provided as per plan and profile and applicable typical cross section as per site requirements with approval and directions from the Authority.

14. Rain Water Harvesting

As per Ministry of Environment and Forests Notification, New Delhi dated 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 6.11.2000), the construction of Rain water, harvesting structure is mandatory.

15. Change of Scope

The length of Structures and bridges specified hereinabove shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Concessionaire in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 16.

16. Utility Shifting

Shifting of obstructing utilities to an appropriate location in accordance with the standards and specifications of concern Utility Departments is a part of scope of work for the Concessionaire. The bidder may visit the site and assess the quantum of shifting or utilities for the project before submission of their bid. Copy of Utility relocation plan is enclosed. The specifications are to be as per the specification of concerned utility owning department.

Brief Details of shifting of utilities are as below:

(i) Electrical Utilities

The site includes the following electrical utilities:

(a) Extra High Tension Lines (EHT Lines)

Sl No	Existing Chainage (km)	Length (m)	Crossings	Remarks

	From	To	400 KV	220 KV	110 KV	66 KV	400 KV	220 KV	110 KV	66 KV	
1	4.080	4.095				15				105	
2	4.150	4.190				40				38	
3	4.250	4.380				130				168	
4	9.120	9.500				380				393	2 pylon
5	10.330	10.480				150				173	1 pylon
6	28.965	28.985				20				102	
7	31.450	31.550	100				131				
8	38.330	38.335				5				119	
9	52.920	53.000				80				116	
10	54.400	54.700				300				443	
11	54.475	54.525	50				170				
12	63.320	63.480				160				203	

(b) High Tension / Low Tension Lines (HT / LT Lines)

Sl No	Existing Chainage (km)		Length (m)			Crossings			Transformer		Remarks
	From	To	33 KV	11 KV	LT	33 KV	11 KV	LT	No	Capacity	
1	5.190	5.195		5			137				

(ii) Public Health Utilities

The site includes the following Public Health Utilities

Sl No	Chainage (km)		Length (km)			Crossings (Chainage in km)		Dia in mm / Casin	Remar ks
	From	To	Water Supply Pipe	Sewage Line	Gas Pipe	Water Supply Line	Sewage Line		

			line		Pumping	Line					g in mm	
			With	With								

(iii) Other Utilities / Features

The Site has the following utilities/Features:

- (a) Electrical Poles – .. Nos
- (b) Telephone poles – .. Nos
- (c) Lamp Post – .. Nos
- (d) Trees - .. Nos

Notes:

a) The type/spacing/size/specifications of poles/towers/lines/cables to be used in shifting work are as per the guidelines of utility owning department and it is solely between the Concessionaire and the utility owning department. No change of scope shall be eligible or no cost shall be paid for using different type/spacing /size/specifications in shifted work in comparison to those in the existing or for making any overhead crossings to underground as per requirement of utility owning department/construction of Project Road. The Concessionaire shall carry out joint inspection with utility owning department and get the estimates sanctioned from utility owning department. The assistance of the Authority is limited to giving forwarding letter on the proposal of Concessionaire to utility owning department whenever asked by the Concessionaire. The decision/approval of utility owning department shall be binding on the Concessionaire. No CoS or no cost shall be eligible on any account.

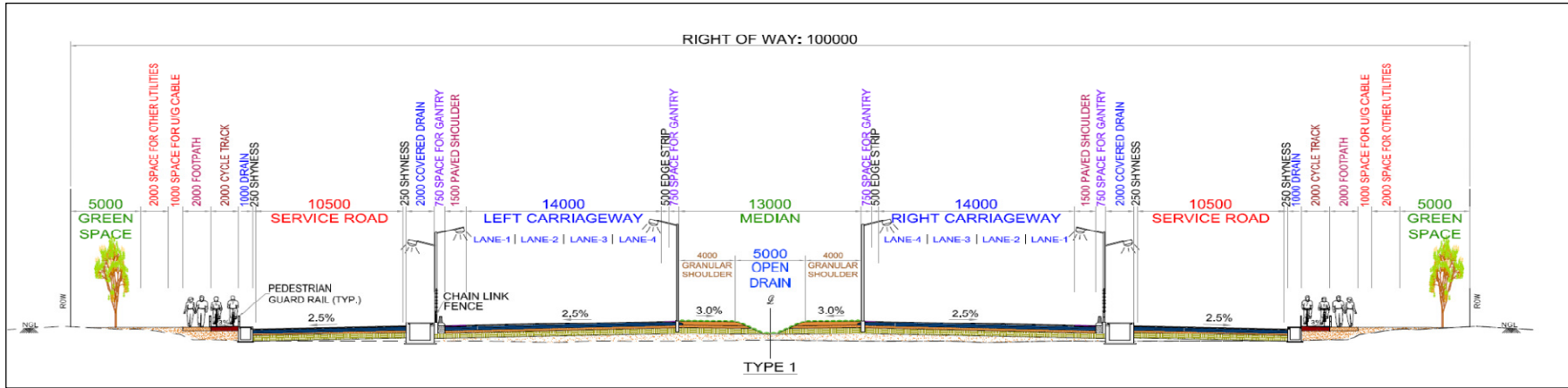
b) The supervision charges at the rates/charges applicable between implementing agencies of the Authority and utility owning department shall be paid directly by the Authority to the Utility Owning Entity as and when Concessionaire furnishing a demand of Utility Owning Department along with a copy of sanctioned estimate.

c) The credit of dismantled materials has been accounted for in the estimated cost. The dismantled material /scrap of existing Utility to be shifted/dismantled shall belong to the Concessionaire/Concessionaire who would be free to dispose-off the dismantled material as deemed

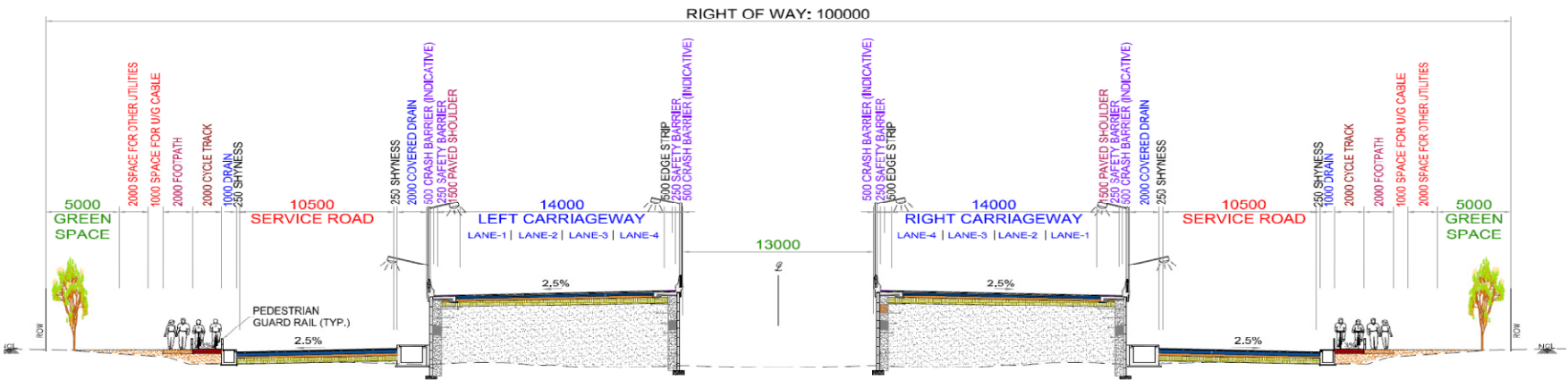
fit by them. If the Concessionaire is forced to deposit the dismantled material to utility owning department then the amount of credit for dismantled material indicated in the sanctioned estimates of utility owning department will be reimbursed to the Concessionaire after submitting the duly authenticated receipt of the dismantled material from utility owning department to the Authority.

d) The utilities shall be handed over after shifting work is completed to Utility Owning Department up to their entire satisfaction. The maintenance liability shall rest with the Utility Owning Department after handing over process is complete as far as utility shifting works are concerned.

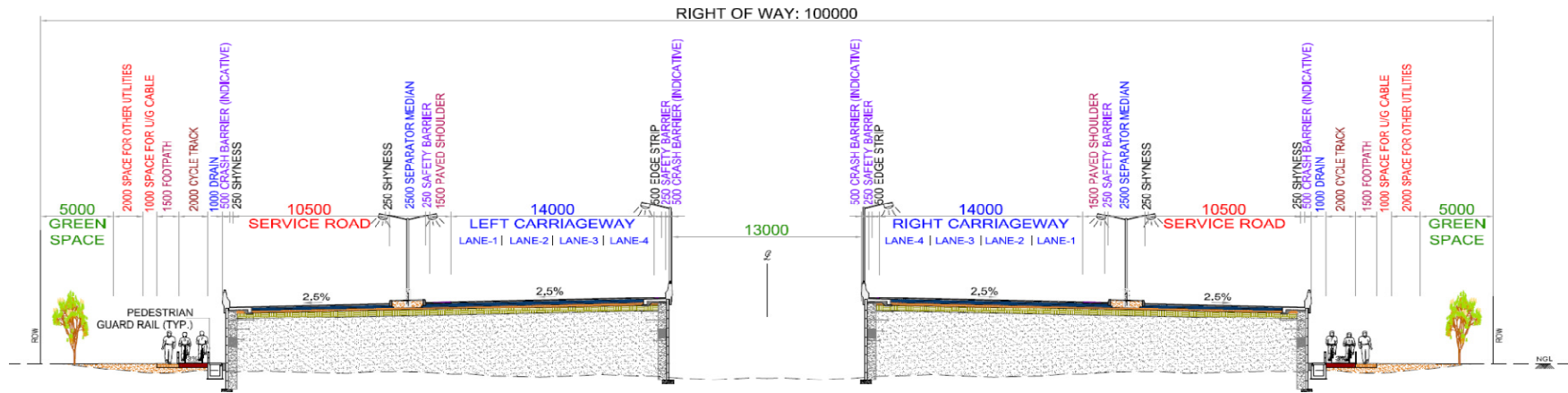
Appendix-1



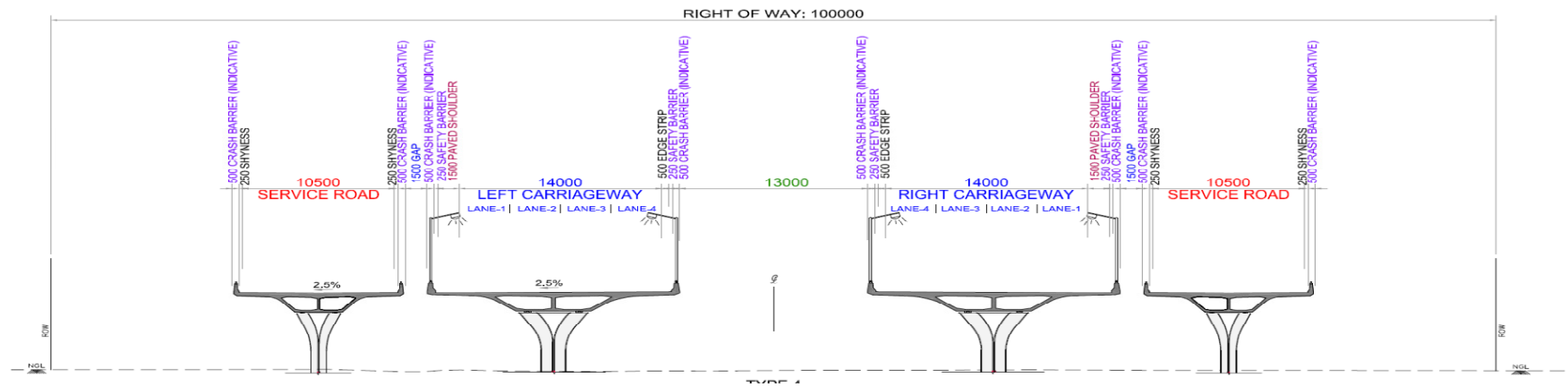
TCS- Type 1: Typical Cross Section - at grade / Normal Section



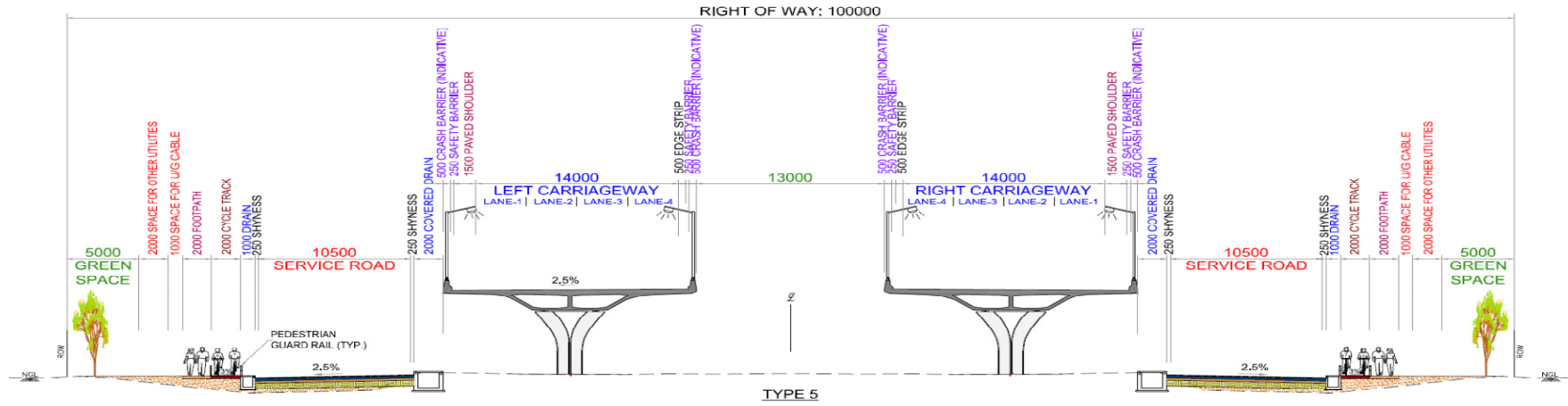
TCS- Type 2: Typical Cross Section at VUP and PUP approaches



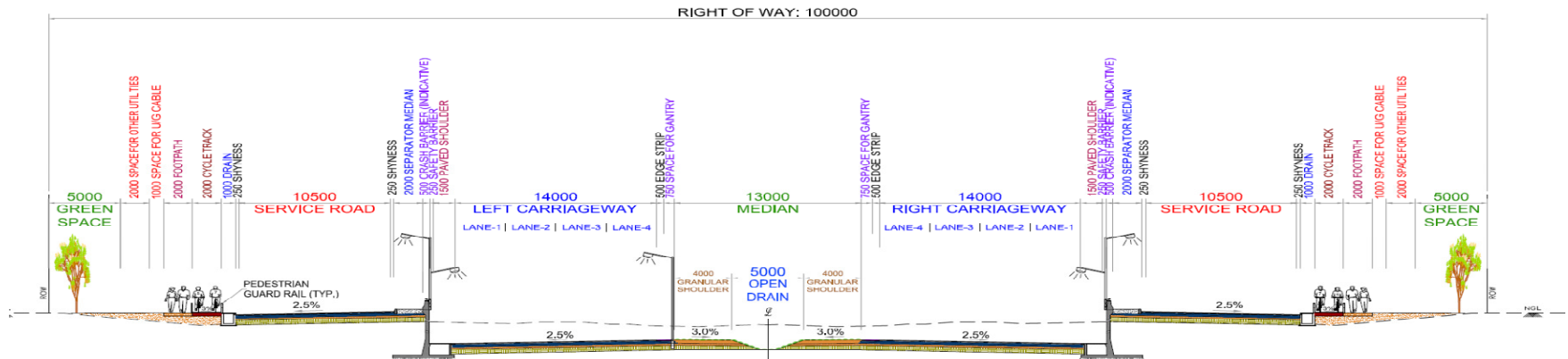
TCS- Type 3: Typical Cross Section at ROB approaches



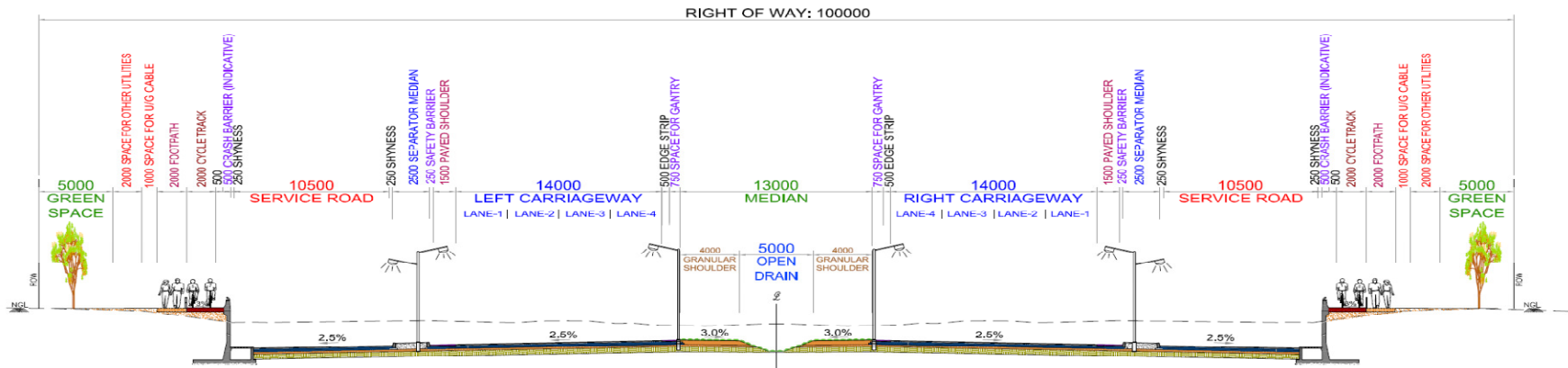
TCS- Type 4: Typical Cross Section at ROB crossing portion



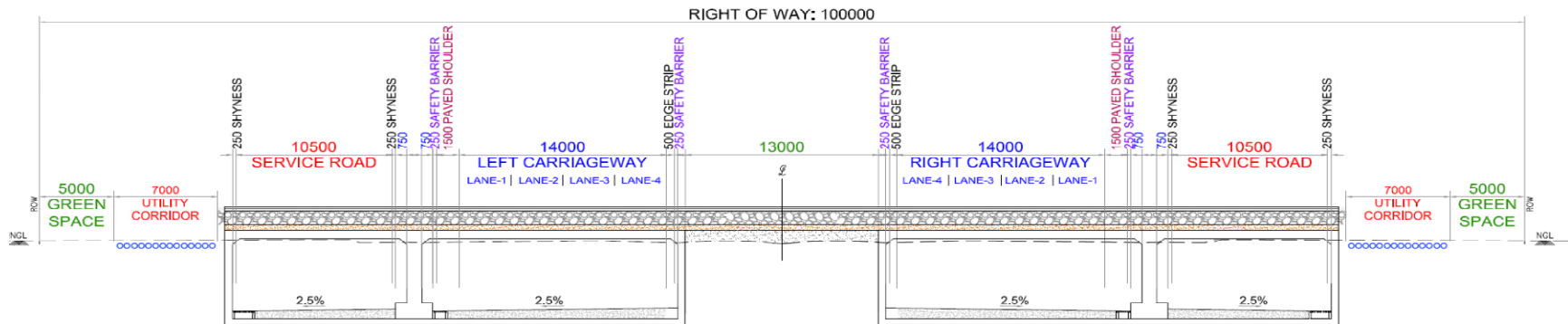
TCS- Type 5: Typical Cross Section at flyover portion



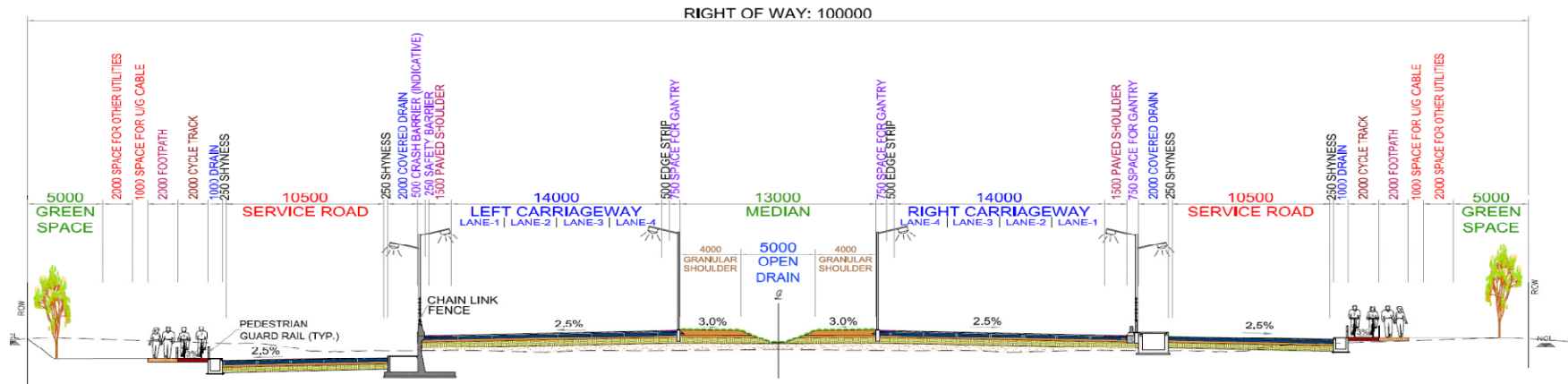
TCS- Type 6: Typical Cross Section - PRR Main road is below major road crossings



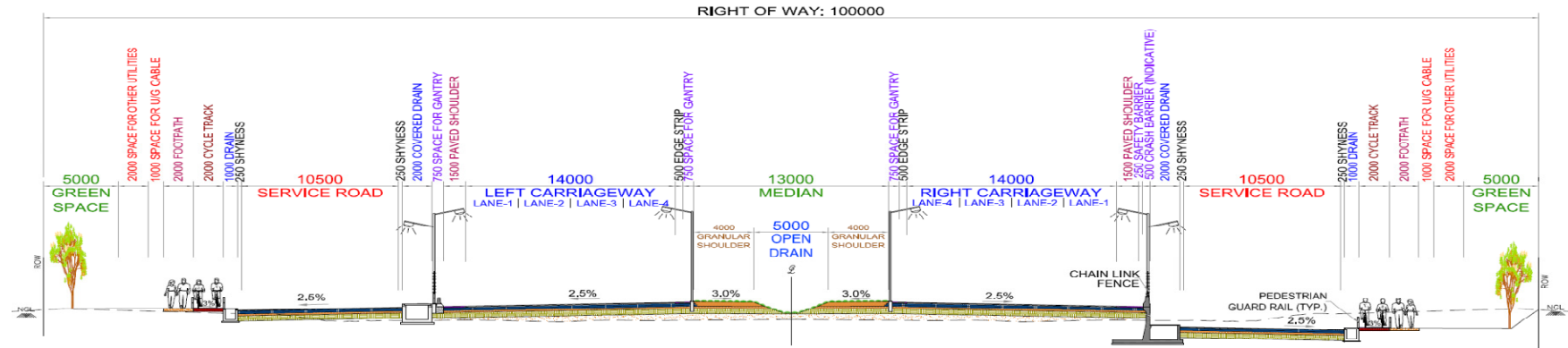
TCS- Type 7: Typical Cross Section at RUB Approach Location



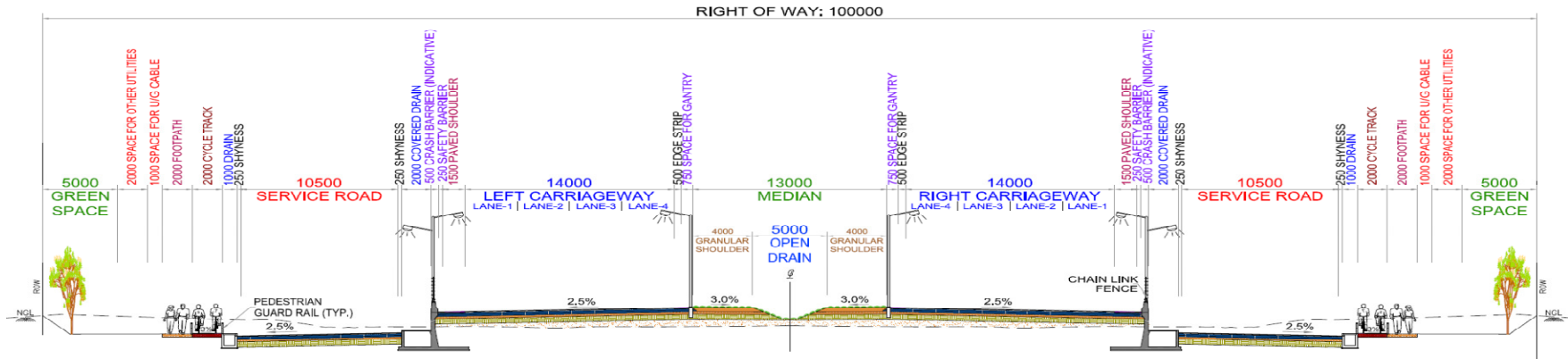
TCS- Type 8: Typical Cross Section at RUB



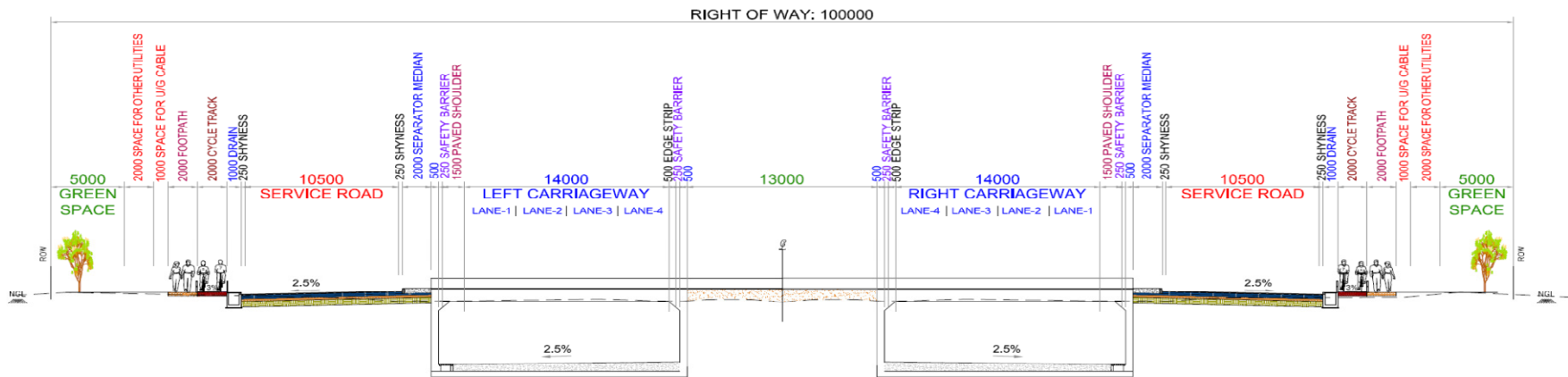
TCS- Type 9: Typical Cross Section – LSR lower than Main road



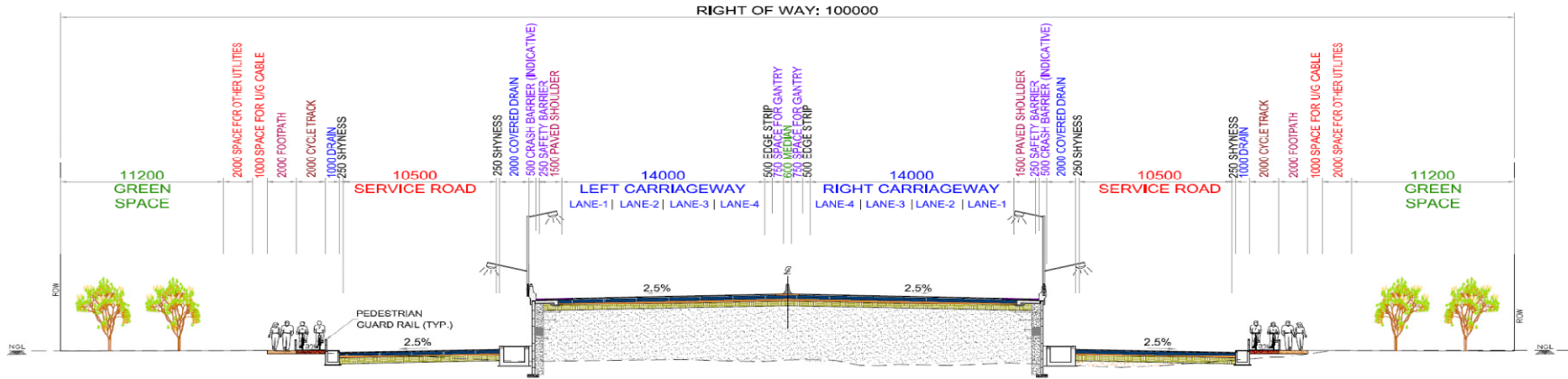
TCS- Type 10: Typical Cross Section – RSR lower than Main road



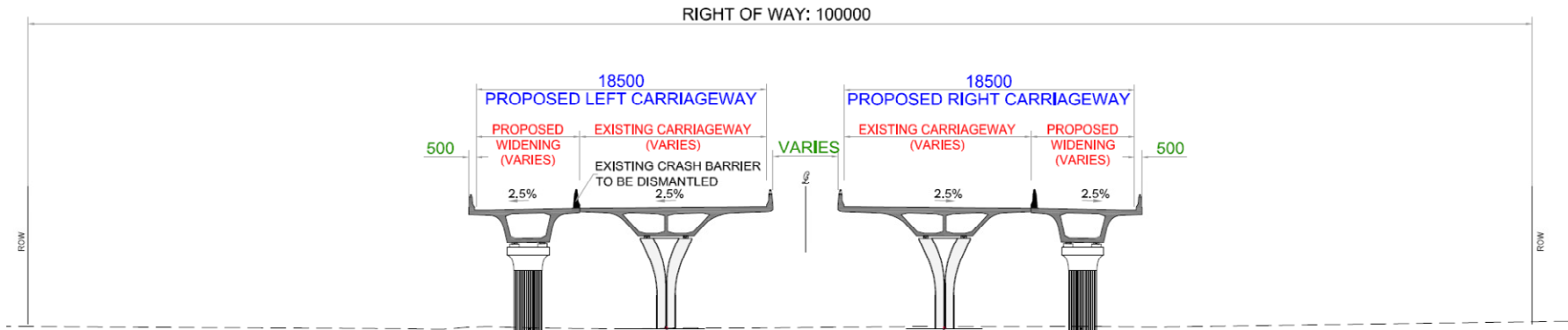
TCS- Type 11: Typical Cross Section – Service Road lower than Main road



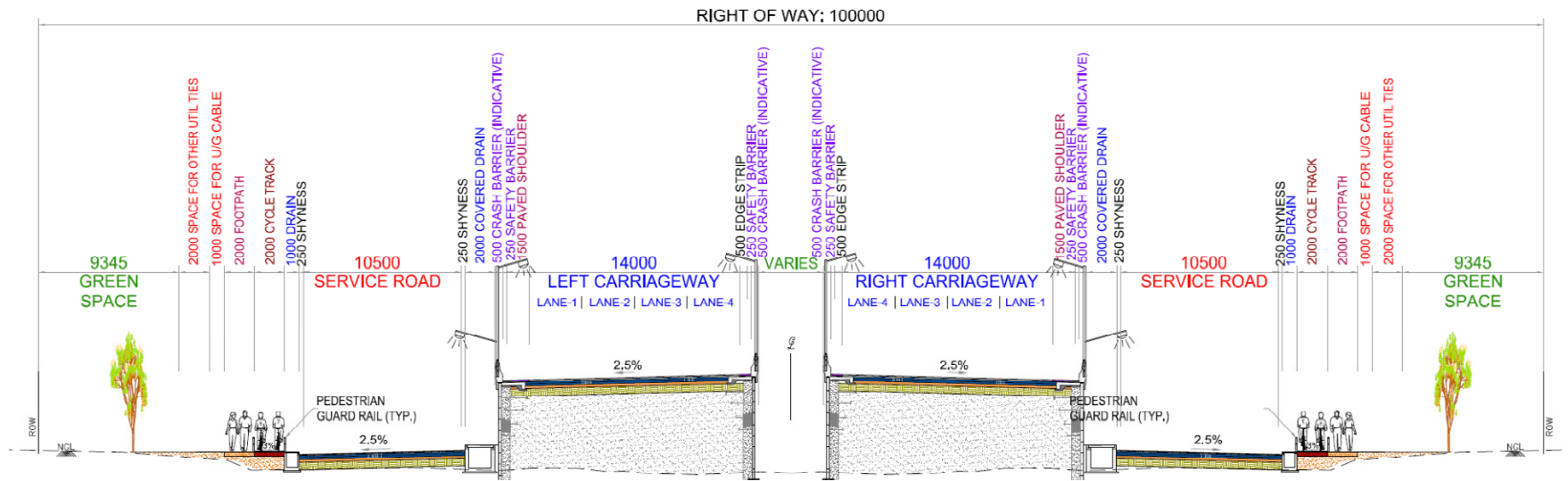
TCS- Type 12: Typical Cross Section – At Underpass Location



TCS- Type 13: Typical Cross Section – At Hosur Road Flyover Approach Location



TCS- Type 14: Typical Cross Section – At Tumkur Road & Hosur Road Flyover Portion



TCS- Type 15: Typical Cross Section – At Tumkur Road Flyover Approach Location

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:

Toll Plaza & administrative building / offices

Road Furniture

Pedestrian facilities

Tree Plantation

Bus Bays / parking shelters

Entry / Exit ramps

Highway Traffic Management System

2. Description of Project Facilities

List of various project facilities to be provided by the Concessionaire is given below.

2.1 Toll Plaza

- (i) Toll Plaza shall be provided at the following location as per provision given in the Manual. However, minimum number of toll lanes as specified below shall be provided at toll plaza locations in the opening year:

Sl.no	Chainage, km	LHS Toll Lane		RHS Toll Lane		Remarks
		Normal	OSV	Normal	OSV	
1	1.030	5	1	5	1	Tumkur Jn
2	5.500	2	1	2	1	Hesarghatta Jn
3	13.635	3	1	3	1	Doddaballapur Jn
4	15.616	3	1	3	1	
5	17.840	5	1	5	1	Bellary Jn
6	19.540	5	1	5	1	
7	24.600	2	1	2	1	Hennur Jn
8	26.435	2	1	2	1	
9	35.085	5	1	5	1	OMR Jn
10	36.935	5	1	5	1	

11	38.986	3	1	3	1	Whitefield Jn
12	40.958	3	1	3	1	
13	43.295	2	1	2	1	Channasandra Jn
14	44.418	2	1	2	1	
15	54.632	2	1	2	1	Sarjapur Jn
16	56.368	2	1	2	1	
17	63.075	5	1	5	1	Hosur Jn

Toll plaza with all other facilities mentioned in manual shall be constructed with approval from the Authority.

Minimum requirements of the facilities and equipment for Hybrid ETC System shall be implemented as per NHAI Policy Circular No. NHAI/13013/2016-17/CO/Hybrid ETC/112716 dated 08.02.2018, including amendments/addendum, if any.

A separate toilet facility for road users shall be provided on both sides of the toll plaza location along with parking facility. One toilet block on each direction shall be provided. These toilet facilities shall follow CPWD specifications for sanitary ware items and fittings such as EWC, Wash Basin, Wash basin- Under counter, Urinal flat back, PVC Cistern, IWC Orissa Pan, Flush Valve – CP, Wash Basin pillar cock – CP, Bib Cock –CP, Health Faucet, W/c Bib cock, Wash Basin angle cock.

Toilet complexes with separate toilets for Men, Women & Physically Handicapped shall be provided on both sides, as per the directions of the Authority. The toilets shall be well maintained and have continuous water supply.

Reverse Osmosis plant with continuous water supply shall be provided for supply of safe drinking water to Road Users.

Earth retaining structures shall be provided at toll plaza locations to restrict the embankment slope within the right of way, wherever required.

(ii) Weigh Bridges / Weigh in Motion Equipment

Entry approach to each lane of toll plaza shall be having Medium Speed Weigh in Motion equipment as per the latest guidelines.

A Static Weigh Bridge (SWB) shall be installed in each direction of traffic after the toll plaza in a separate area having facility of parking of overloaded vehicles.

The SWB system shall be able to capture Toll Transaction Number with Date and Time, Vehicle Registration Number, Category of Vehicle, Permissible Weight, and Gross Vehicle Weight along with date/ time of weighing, and the receipt printed by the SWB system shall contain all these information. This system shall also be integrated with the toll system and generate a closure report.

The SWB station shall have a CCTV camera for capturing image of vehicle while weighing.

Monthly MIS reports shall be available for the Authority, such as Actual Over loaded vehicles, Total Overweight Vehicles (WIM) vs Actual Overweight vehicles (SWB) etc.

The technical specifications of the weigh bridges shall be submitted to the Authority and got approved prior to implementation.

Adequate space shall be allocated for handling the parking, unloading, etc. of overloaded vehicles. The handling of overloaded vehicles shall be governed by terms of directives issued by the Authority.

2.2 Road side furniture:

The roadside furniture shall be as per Section 9 of the manual and shall include

- (i) Traffic Signs: Traffic signs shall include roadside signs, overhead signs, kerb mounted signs and road marking along the Project Road.
- (ii) Pavement Markings: Shall cover road marking for the entire Project Road.
- (iii) LED Traffic Blinkers: Shall be provided at Intersections for the entire Project Road.
- (iv) Crash barrier: Shall be provided at High Embankments, horizontal curves and traffic hazard locations as per road safety audit findings / requirements.
- (v) Delineators/Road Studs: Shall be provided for Entire Project Road as per IRC:79-1981 and site requirement & specification as per Schedule D.
- (vi) Reflective pavement markers and solar studs : Shall be provided for entire Project Road.
- (vii) Traffic Impact Attenuators : Shall be provided for entire Project Road.
- (viii) High raised wall at ROW edges: Shall be provided for Entire Project Road.
- (ix) Toe wall: Shall be provided except for the viaducts, built up sections and Cross roads.
- (x) Road boundary stones : Shall be provided for Entire Project Road.
- (xi) Kilometre and Hectometre stones : Shall be provided for Entire Project Road
- (xii) Lighting: Shall be provided in accordance with Section 12 of the Manual.

2.3 Pedestrian facilities:

Pedestrian facilities shall include the provision of the Pedestrian crossing as per manual.

2.4 Tree Plantation & Landscaping:

- (i) Avenue Plantation: Avenue Plantation shall be carried out at ROW edge on both sides and maintained for 5 years as per prevailing guidelines/norms in Manual and IRC:SP-21-2009 depending upon the availability of ROW.
- (ii) Median plantation: Median plantation including maintenance for 5 years shall be done as per Manual and IRC:SP-21-2009 as directed by the Authority.
- (iii) Landscaping: Landscaping (ornamental features, planting trees/shrubs and grass turf, etc.) of the highway shall be done as per Manual and IRC:SP-21-2009 at all locations envisaged therein, but not limited to the following:
- Toll Plaza complex
 - Below the Grade Separated intersections, and Islands of at-grade intersections
 - Wayside Amenities, Truck Parking, Rest Areas, etc.

2.5 Truck Parking:

Truck Parking shall be provided at following location as per manual:

Sl No	Chainage, km	Side	Remarks
Nil			

2.6 Bus-bays and passenger shelters:

- (i) Bus bays with passenger shelters shall be provided at following locations as per Manual:

Sl No	Chainage, km	Side	Remarks
Nil			

- (ii) Passenger shelters shall be provided at following locations as per Manual:

Sl. No	Design Chainage,Km	Side	Location
1	1.450	LHS &RHS	Totadaguddahalli
2	2.450	LHS &RHS	Tammenahalli
3	3.700	LHS &RHS	Soladevanahalli
4	4.800	LHS &RHS	Chikkabanavara
5	6.900	LHS &RHS	Kalathammanahalli
6	7.750	LHS &RHS	Byalakere
7	8.700	LHS	Byalakere
8	9.050	RHS	Byalakere

Sl. No	Design Chainage,Km	Side	Location
9	10.500	LHS	Mavallipura
10	10.900	RHS	Mavallipura
11	11.550	LHS &RHS	JarakabandeKavalu
12	12.400	LHS	JarakabandeKavalu
13	12.750	RHS	Ramagondanahalli
14	14.600	LHS &RHS	NagareswaraNagenahalli
15	16.300	LHS &RHS	Vasudevapura
16	17.300	LHS &RHS	Manchenahalli
17	18.500	LHS	Venkatala
19	18.850	RHS	Venkatala
20	20.000	LHS &RHS	Kogilu
21	21.050	LHS	Kogilu
22	21.350	RHS	Agrahara
23	23.250	LHS	Chokkanahalli
24	23.550	RHS	Chokkanahalli
25	25.450	LHS	Byrathi
26	25.800	RHS	Byrathi
27	27.100	LHS &RHS	Doddagubbi
28	28.250	LHS &RHS	Bileshivali
29	29.920	LHS &RHS	Vaderahalli
30	31.350	LHS	Aduru
31	31.650	RHS	Aduru
32	33.470	LHS	Herandahalli
33	33.770	RHS	Herandahalli
34	36.100	LHS &RHS	Chimsandra
35	37.900	LHS &RHS	Doddabanahalli
36	38.500	LHS &RHS	Kannamanagala
37	40.000	LHS &RHS	Sigehalli
38	41.500	LHS &RHS	Sigehalli
39	44.000	LHS &RHS	Channasandra

Sl. No	Design Chainage,Km	Side	Location
40	45.300	LHS &RHS	Nagagondanahalli
41	46.450	LHS &RHS	Hagadur
42	47.400	LHS	Sorahunse
43	47.750	RHS	Sorahunse
44	48.800	LHS &RHS	Sorahunse
45	50.000	LHS &RHS	Varthur
46	51.100	LHS &RHS	Gunjur
47	52.500	LHS &RHS	Kachamaranahalli
48	53.500	LHS &RHS	Kachamaranahalli
49	55.550	LHS &RHS	Sulakunte
50	57.200	LHS &RHS	Kodathi / Chokkasandra
51	59.000	LHS &RHS	Gattihalli
52	60.700	LHS &RHS	Chikkanagamangala
53	61.800	LHS &RHS	Doddanagamangala
54	62.750	LHS &RHS	Doddanagamangala

2.7 Rest Areas:

Rest Area shall be provided at the following location as per Manual at the locations identified by the Authority:

Sl No.	Design Chainage (Km) / section	Side	Remarks
1	Between Tumkur road and Bellary road	Both sides	-
2	Between Bellary road and Old Madras Road	Both sides	-
3	Between Old Madras Road and Hosur Road	Both sides	-

2.8 Advanced Traffic Management System:

The Concessionaire shall design, install, operate and maintain Highway Traffic Management System (HTMS)/Advance Traffic Management System (ATMS) as part of the project facilities as per Manual. The ATMS components to be deployed shall inter alia include, but not limited to the following:

- (i) Video Surveillance System (CCTV PTZ Dome/Fixed Camera)
- (ii) Video Incident Detection System
- (iii) Vehicle Actuated Radar Speed Displays
- (iv) Emergency Road side Telephones
- (v) Fixed/Portable Variable Message Sign
- (vi) Meteorological System
- (vii) Portable Weigh in Motion
- (viii) Automatic Traffic Counter cum Classifier
- (ix) The ATMS Control Centre including the equipment (hardware, software, and local networking.
- (x) Communications System utilizing Optic fiber, GSM/GPRS and Wi-Fi
- (xi) Communications linked to ATMS Control Centre.
- (xii) Power supplies for field equipment: Working on Mains power supported with back-up (largely on renewable energy) to facilitate 24 X 7 operation and for the ATMS Control Center working on Mains power supported by UPS and Diesel generator set of adequate capacities, to facilitate 24 X 7 operation.

2.9 Operation and Maintenance Centres:

O&M centres shall be provided in accordance with the Design Manual. These shall include, but not limited to Ambulances, Highway Patrol vehicles fitted with GPS / VTS system, towing vehicles, Cranes.

SCHEDULE -D

(See Clause 2.1)

SPECIFICATIONS AND STANDARDS

1. Construction

The Concessionaire / Concessionaire shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Project Highway.

2. Design Standards

The Project Highway including Project Facilities shall conform to design requirements set forth in the following documents with all amendments and additions to-date:

Geometric Design Standards for Urban Roads and Streets (First Revision) (IRC: 86-2018), for geometric design of the Project Highway.

Manual of Specifications and Standards for Six Laning of Highways with Paved shoulder (IRC: SP 87-2019), referred to herein as the Design Manual / Manual for Six-Lane project road for design of all other project requirements / project facilities.

Annex-1
(Schedule-D)

SPECIFICATIONS AND STANDARDS

1. Manual of Specifications and Standards to apply

All Materials, works and construction operations shall conform to the Manual of Specifications and Standards for Six Laning of Highways (IRC:SP:87-2019), referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

2. Deviations from the Manual

- (i) The terms "Concessionaire", "Independent Engineer" and "Concession Agreement" used in the Manual shall be deemed to be substituted by the terms "Concessionaire", "Authority's Engineer" and "Agreement" respectively.
- (ii) Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:

Sl No	Item of work	Clause referred in Manual	Provision as per Manual	Modified Provision
1	Design Speed	2.2.1	Design Speed for ruling terrain is 100 Km/h and Minimum design Speed is 80 Km/h for ruling terrain	Since the right of way is finalised by the Authority, the design speed will be 60 Km/h for alignment planning and design.
2	ROW	2.3	A minimum Right of Way (ROW) of 60 m should be available for development of a 6-lane Highway	As per Schedule A
3	Lane Width of Carriageway	2.4	The standard lane width of Project Road shall be 3.5 m.	As per schedule 'B' & C/S as per Appendix I of schedule 'B'
4	Width of Median	2.5	The minimum width of median, subject to availability of Right of Way, for various locations shall be as in Table 2.2 of the manual.	Median width shall be provided as per Schedule 'B' & the C/S as per Appendix I of schedule 'B'
5	Service Road	2.12.2	The roadway width of service road shall be minimum 10 m. In built-up areas where separator between main carriageway and service	As per Schedule B

Sl No	Item of work	Clause referred in Manual	Provision as per Manual	Modified Provision
			road; and RCC/Cement Concrete lined drain-cum-footpath on ROW side are provided, no earthen shoulder shall be provided for service road. The minimum width of paved portion of the service road shall be 10 m	
6	Utility Crossing	2.16	Utility ducts in the form of 600 mm diameter NP-4 Pipe across the Project Highway at a spacing of 1 km shall be provided for crossing of underground utilities	As per Schedule B with locations mentioned.
7	Typical Cross Section	2.17	Typical cross-sections of Project Highway are given in Figs. 2.2 to 2.10 for various locations in IRC:SP:87	As per Schedule B & the C/S as per Appendix I of schedule 'B'
8	Radius of horizontal curve	2.9	The desirable minimum and absolute minimum radii of horizontal curve shall be 400m and 250m respectively.	The desirable minimum radius of horizontal curve shall for design speed shall correspond to design speed of 60 Kmph.
9	Paved Shoulders	5.10	Paved shoulders shall be of same specification and composition as of new pavement of main highway	As per Schedule B & the C/S as per Appendix I of schedule 'B'
10	Width of Grade separated structure & elevated section	7.19	Not Applicable	As per Schedule B & the C/S as per Appendix I of schedule 'B'
11	Speed restriction due to Deficit Curves	2.2	100/80 Km/ Hr	As per Schedule B (ref sl 2 in this table)

SCHEDULE -E
(See Clause 4.1.3)

APPLICABLE PERMITS

4. Applicable Permits

1.1 The Concessionaire shall obtain, as required under the Applicable Laws, the following Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Authority in accordance with Clause 4.1.3 of the Agreement:

- a) Permission of the State Government for extraction of boulders from quarry;
- b) Permission of Village Panchayat and Pollution Control Board for installation of crushers;
- c) Licence for use of explosives;
- d) Permission of the State Government for drawing water from river/reservoir;
- e) Licence from Inspector of factories or other competent authority for setting up Batching Plant;
- f) Clearance of Pollution Control Board for setting up Batching Plant;
- g) Clearance of Village Panchayats and Pollution Control Board for Asphalt Plant;
- h) Permission of Village Panchayat and State Government for borrow earth;
- i) Permission of State Government for cutting of trees; and
- j) Any other permits or clearances required under Applicable Laws.

1.2 Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority as a Condition Precedent.

SCHEDULE -F

(See Clause 9.1)

PERFORMANCE SECURITY

The Commissioner,
Bangalore Development Authority,
Government of Karnataka

WHEREAS:

- (A) ***** (the "**Concessionaire**") and the Commissioner, Bangalore Development Authority, Government of Karnataka (the "**Authority**") have entered into a Concession Agreement dated *** (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking Eight-Laning of the Peripheral Ring Road of length 73.04km 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. 300,00,00,000/- (Rupees Three Hundred Crore.) (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:

5. 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.

- 6.** A letter from the Authority, under the hand of an Officer not below the rank of Executive Engineer, Bangalore Development Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank. notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
- 7.** 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.
- 8.** 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.
- 9.** 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.
- 10.** 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.
- 11.** Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months

from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

12. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 20% (twenty per cent) of the Total Project Cost which is deemed to be Rs.5400 cr. for the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.
13. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
14. 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.
15. 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)

(Designation)

(Address)

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 well of issuing Branch should be mentioned on the covering letter of the issuing Branch.

SCHEDULE -G
(See Clause 12.1)

PROJECT COMPLETION SCHEDULE

1. Project Completion Schedule

During the Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Schedule Eight-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 180th (One Hundred Eightieth) day from the Appointed Date (the “**Project Milestone-I**”)

2.2 Prior to the occurrence of the Project Milestone-I, the Concessionaire shall have commenced construction of the Project Highway and expended not less than 20% (twenty per cent) of the total capital cost set forth in the Financial Package and conveyed to the Independent Engineer, the nature and extent of physical progress comprising such expenditure so as to enable the Independent Engineer to determine the physical progress is reasonably commensurate with the expenditure incurred. Provided, however, that at least one-half of the expenditure referred to hereinabove shall have been incurred on physical works which shall not include advances of any kind to any person or expenditure of any kind on plant and machinery.

3. Project Milestone-II

3.1 Project Milestone-I shall occur on the date falling on the [360th (Three Hundred Sixtieth)] day from the Appointed Date (the “**Project Milestone-II**”)

3.2 Prior to the occurrence of the Project Milestone-II, the Concessionaire shall have commenced [construction of the Project Highway and expended not less than 40% (forty per cent)] of the total capital cost set forth in the Financial Package and conveyed to the Independent Engineer, the nature and extent of physical progress comprising such expenditure so as to enable the Independent Engineer to determine the physical progress is reasonably commensurate with the expenditure incurred. Provided, however, that at least 25% (twenty five per cent) of the expenditure referred to hereinabove shall have been incurred on physical works which shall not include advances of any kind to any person or expenditure of any kind on plant and machinery.

4. Project Milestone-III

4.1 Project Milestone-I shall occur on the date falling on the [540th (five hundred and fortieth)] day from the Appointed Date (the “**Project Milestone-III**”)

4.2 Prior to the occurrence of the Project Milestone-III, the Concessionaire shall have commenced [construction of the Project Highway and expended not less than 70% (seventy per cent)] of the total capital cost set forth in the Financial Package and conveyed to the Independent Engineer, the nature and extent of physical progress comprising such expenditure so as to enable the Independent Engineer to determine the physical progress is reasonably commensurate with the expenditure incurred. Provided, however, that at least 60% (sixty per cent) of the expenditure referred to hereinabove shall have been incurred on physical works which shall not include advances of any kind to any person or expenditure of any kind on plant and machinery.

5. Scheduled [Eight -Laning] Date

5.1 The Scheduled [Eight-Laning] Date shall occur on the [730th (seven hundred and thirtieth)] day from the Appointed Date.

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

6. Extension of period

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

SCHEDULE -H
(See Clause 12.3)

DRAWINGS

16. 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-1 of this Schedule-H.

17. Additional drawings

- 2.1 If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-1, 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-1 of this Schedule-H.

List of Drawings

Note: The Authority shall describe in this Annex-1, all the Drawings that the Concessionaire is required to furnish under Clause 12.3. The list shall be in two parts, namely, Part-A specifying the Drawings for Eight-Laning.

SCHEDULE- 1
(See Clause 14.1.2)

TESTS

18. Schedule for Tests

- 2.2 The Concessionaire shall, not later than 30 (thirty) days prior to the likely completion of Eight-Laning, notify the Independent Engineer and the Authority of its intent to subject the Project Road to Tests, and not later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Eight-Laning.
- 2.3 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project Road 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-1.

3. Tests

- 3.1 Visual and physical Test: The Independent Engineer shall conduct a visual and physical check of Eight-Laning to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
- 3.2 Test drive: The Independent Engineer shall undertake a test drive of the Project Road by a Car and by a fully loaded Truck to determine that the quality of service conforms to the provisions of the Agreement.
- 3.3 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.
- 3.4 Pavement Composition Test: The thickness and composition of the pavement structure shall be checked on a sample basis by digging pits to determine conformity of such pavement structure with Specifications and Standards. The sample shall consist of one pit in each direction of travel to be chosen at random in each stretch of 5 (five) kilometres of the Project Road. 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.

- 3.5 Cross-section Test: The cross-sections of the Project Road 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 Road. 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.
- 3.6 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 Road Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Independent Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.
- 3.7 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 Road with Specifications and Standards.
- 3.8 Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project Road with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 3.9 Safety review: Safety audit of the Project Road 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 Road with the provisions of this Agreement.

4. Agency for conducting Tests

All Tests set forth in this Schedule-1 shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

5. Completion/Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate or the Provisional Certificate, as the case may be, in accordance with the provisions of Article 14.

SCHEDULE -J
(See Clauses 14.2 & 14.3)

COMPLETION CERTIFICATE

- 19.** I, **** (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated *** (the "Agreement"), for Eight-Laning of the ****section (km ** to km **) of State Highway No. *** (the "Project Road") on design, build, finance, operate and transfer (DBFOT) basis, through **** (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-1 of the Agreement have been successfully undertaken to determine compliance of the Project Road with the provisions of the Agreement, and I am satisfied that the Project Road can be safely and reliably placed in commercial service of the Users thereof.
- 20.** It is certified that, in terms of the aforesaid Agreement, all works forming part of **Eight-Laning** have been completed, and the Project Road is hereby declared fit for entry into commercial operation on this the *** day of *** 20**.

SIGNED, SEALED AND DELIVERED

For and on behalf of

INDEPENDENT ENGINEER by:

(Signature)

(Name)

(Designation)

(Address)

PROVISIONAL CERTIFICATE

21. I, **** (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated *** (the "Agreement"), for **Eight-Laning** (the "Project Road") on design, build, finance, operate and transfer (DBFOT) basis through **** (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-1 of the Agreement have been undertaken to determine compliance of the Project Road with the provisions of the Agreement.
22. 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 Road, pending completion thereof.
23. In view of the foregoing, I am satisfied that the Project Road can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Road is hereby provisionally declared fit for entry into commercial operation on this the *** day of*** 20**.

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

SIGNED, SEALED AND
DELIVERED

For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)
(Name and Designation)
(Address)

(Signature)
(Name and Designation)
(Address)

SCHEDULE-K

(See Clause 17.2)

MAINTENANCE REQUIREMENTS

24. Maintenance Requirements

- 5.1 The Concessionaire shall, at all times, operate and maintain the Project Road 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**").
- 5.2 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.

6. 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.

7. Other defects and deficiencies

- 7.1 In respect of any defect or deficiency not specified in Annex -1 of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.
- 7.2 In respect of any defect or deficiency not specified in Annex -1 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.

8. 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.

9. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Project Road poses danger to the life or property of the Users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

10. Daily Inspection by the Concessionaire

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project Road 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.

11. Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire so that the Project Road conforms to the Maintenance Requirements on the Transfer Date.

12. Display of Schedule - K

The Concessionaire shall display a copy of this Schedule-K at the Toll Plaza[s] along with the Complaint Register stipulated in Article 46.

Annex -1 (Schedule-K)

Repair/Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-1 of Schedule-K within the time limit set forth herein.³²

Nature of defect or deficiency	Time limit for repair/ rectification
ROADS	
(a) Carriageway and paved shoulders	
(i) Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 days
(ii) Roughness value exceeding 2,750 mm in a stretch of 1 km (as measured by a standardised roughometer/bump integrator)	180 days
(iii) Pot holes	48 hours
(iv) Cracking in more than 5% of road surface in a stretch of 1 km	30 days
(v) Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge)	30 days
(vi) Bleeding/skidding	7 days
(vii) Ravelling/Stripping of bitumen surface exceeding 10 sq m	15 days
(viii) Damage to pavement edges exceeding 10 cm	- 15 days
(ix) Removal of debris	- 6 hours

³² B Government may, in consultation with IRC, by order modify the values and periods specified herein, but such modification shall take effect only if it is included in the respective bidding documents

(b) Hard/earth shoulders, side slopes, drains and culverts

- (i) Variation by more than 2% in the prescribed slope of camber/cross fall - 30 days
- (ii) Edge drop at shoulders exceeding 40 mm - 7 days
- (iii) Variation by more than 15% in the prescribed side (embankment) slopes - 30 days
- (iv) Rain cuts/gullies in slope - 7 days
- (v) Damage to or silting of culverts and side drains during and immediately preceding the rainy season - 7 days
- (vi) Desilting of drains in urban/semi-urban areas - 48 hours

(c) Road side furniture including road signs and pavement marking

- (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 – 15days

(f) Rest areas

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

(g) Toll plaza[s]

- (i) Failure of toll collection equipment or lighting – 8 hours
- (ii) Damage to toll plaza - 7 days

(h) Other Project Facilities and Approach roads

- (i) Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus- shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works - 15 days

BRIDGES

(a) Superstructure of bridges

- (i) Cracks
 - Temporary measures - within 48 hours
 - Permanent measures - within 45 days
- (ii) Spalling/scaling -15 days

(b) Foundations of bridges

- (i) Scouring and/or cavitation - 15 days

(c) Piers, abutments, return walls and wing walls of bridges

- (i) Cracks and damages including settlement and tilting - 30 days

(d) Bearings (metallic) of bridges

- (i) Deformation - 15 days

(e) Joints in bridges

- (i) Loosening and malfunctioning of joints - 15 days

(f) Other items relating to bridges

- (i) Deforming of pads in elastomeric bearings - 7 days
- (ii) Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes - 3 days

- (iii) Damage or deterioration in parapets and handrails - 3 days
- (iv) Rain-cuts or erosion of banks of the side slopes of approaches - 15 days
- (v) Damage to wearing coat - 15 days
- (vi) Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds - 30 days
- (vii) Growth of vegetation affecting the structure or obstructing the waterway - 15 days

SCHEDULE -L
(See Clause 18.1.1)

SAFETY REQUIREMENTS

25. Guiding principles

- 12.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Project Road, irrespective of the person(s) at fault.
- 12.2 Users of the Project Road 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.
- 12.3 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.
- 12.4 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.

13. Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- (a) Applicable Laws and Applicable Permits;
- (b) Manual for Safety in Road Design, issued by MOSRTH;
- (c) relevant Standards/Guidelines of IRC relating to safety, road geometries, bridges, culverts, road signs, pavement marking and roadside furniture;
- (d) provisions of this Agreement; and
- (e) Good Industry Practice.

14. Appointment of Safety Consultant

For carrying out safety audit of the Project Road 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 Road.

15. Safety measures during Development Period

- 15.1 Not later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project Road 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/PWD 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.
- 15.2 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.
- 15.3 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 Road. 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.
- 15.4 The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Project Road, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of PWD 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.
- 15.5 Without prejudice to the provisions of Paragraph 4.4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and not later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify;

provided that any works or services required to be undertaken hereunder shall be governed by the provisions of Article 18.

16. Safety measures during Construction Period

- 16.1 A Safety Consultant shall be appointed by the Authority, not later than 4 (four) months prior to the expected Project Completion Date, for carrying out a safety audit of the completed Construction Works.
- 16.2 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 Road 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 Road. 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.
- 16.3 The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and road Users in accordance with the guidelines of IRC for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.

17. Safety measures during Operation Period

- 17.1 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.
- 17.2 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.
- 17.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project Road. 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/ PWD 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.
- 17.4 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.

- 17.5 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 Road. 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.

18. Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met out of the Safety Fund.

SCHEDULE -M
(See clause 19.5)

MONTHLY FEE STATEMENT

Project Road:

Month:

Type of Vehicle	For Corresponding Month of Previous Year		For Preceding Month		For the Month Reported upon		
	No. of Vehicles	Fee Collected (in lakh Rs.)	No. of Vehicles	Fee Collected (in lakh Rs.)	Fee per Vehicle (in Rs.)	No. of Vehicles	Fee Collected (in lakh Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A Car							
B Mini Bus/ LCV							
C Bus							
D Mini Truck/ LCV							
E Truck							
F Heavy Truck							
G Total							

Note 1: The above statement does not include Local Traffic and vehicles travelling on Daily Passes or Monthly Passes

Note 2: Monthly Fee Statements for Monthly Passes and Daily Passes have been prepared separately in the above format and are enclosed.

Remarks, if any:

SCHLDULE-N
(See Clause 22.1)

WEEKLY TRAFFIC CENSUS

Project Road:

Week ending:

Type of Vehicle	No. of vehicles using the Project Road during		
	Corresponding	Preceding week	Week of report
(1)	(2)	(3)	(4)
A Fee paying Traffic			
A1			
A2 Mini Bus/ LCV			
A3 Bus			
A4 Mini Truck/ LCV			
A5 Truck			
A6 Heavy Truck			
Total (A)			
B Local Traffic			
B1			
Total (B)			
C Exempted Vehicles			
C1			
C2 Mini Bus/ LCV			
C3 Bus			
C4 Mini Truck/ LCV			
C5 Truck			
C6 Tractor			
Total (C)			
D Total Traffic (A+B-C) D1			
Car			
D2 Mini Bus/ LCV			
D3 Bus			
D4 Mini Truck/ LCV			
D5 Truck			
D6 Heavy Truck			
D7 Tractor			
Grand Total (E)			

Remarks, if any:

WEEKLY REPORT FOR WEIGH STATIONS

Project Road:

Week Ending:

Type of Vehicle	Permitted Gross Vehicle Weight (Tonne)	No. of Vehicles weighed (Sample size)	No. of Vehicles carrying load:			
			Within permissible limits	Into excess	Over and up to excess	Over in excess
(1)	(2)	(3)	(4)	(5)	(6)	(7)
A Mini Truck/ LCV						
B Truck						
C Heavy Truck						
D Total						

[Note: Sample size shall not be less than 200 trucks per week and 20 trucks per day, and should include a proportionate number of Heavy Trucks.

Remarks, if any:]

SCHEDULE - 0
(See Clause 22.3.1)

TRAFFIC SAMPLING

26. 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 Road. Such traffic sampling shall be undertaken through the Independent Engineer in the manner set forth below.

27. 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[s] 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.

28. 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[s]. 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.

29. Variation between manual and automatic count

Average Daily Traffic (ADT) for each type of vehicle shall be determined separately by the aforesaid two methods and in the event that the number of vehicles in any category, as counted by the manual method, varies by more than 1% (one per cent) of the number of such vehicles as counted by the automatic method, the manual and automatic count of such category of vehicles shall be repeated, and in the event of any discrepancy between the two counts in the second enumeration, the average thereof shall be deemed to be the actual traffic. For the avoidance of doubt, it is expressly agreed that the Authority may, in consultation with the Concessionaire, adopt modified or alternative processes of traffic sampling for improving the reliability of such sampling.

SCHEDULE -P
(See Clause 23.1)

SELECTION OF INDEPENDENT ENGINEER

30. Selection of Independent Engineer

- 18.1 The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments: Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 shall apply, *mutatis mutandis*, for invitation of bids and evaluation thereof save as otherwise provided herein.
- 18.2 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.
- 18.3 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.
- 18.4 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.

31. Fee and expenses

- 18.5 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.

- 18.6 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.

19. Constitution of fresh panel

Not later than 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.

20. Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided that a government-owned entity which is owned or controlled by the Authority and/or PWD shall not be eligible for appointment as Independent Engineer.

SCHEDULE -Q *(See Clause 2 3.2.1)*

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

32. Scope

- 20.1 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 **** (the "**Concessionaire**") for Eight-Laning of the ****section (km ** to **) of State Highway No. ** in the State 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.
- 20.2 This TOR shall apply to construction, operation and maintenance of the Eight-Lane Project Road.

21. Definitions and interpretation

- 21.1 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.
- 21.2 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.
- 21.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

22. Role and functions of the Independent Engineer

- 22.1 The role and functions of the Independent Engineer shall include the following:
- a) review of the Drawings and Documents as set forth in Paragraph 4;
 - b) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - c) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - d) review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - e) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - f) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - g) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

- h) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
- i) undertaking all other duties and functions in accordance with the Agreement.

22.2 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.

23. Development Period

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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 Road, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

24. Construction Period

- 24.1 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*.
- 24.2 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.
- 24.3 The Independent Engineer shall inspect the Construction Works and the Project Road 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 Road. 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.
- 24.4 The Independent Engineer may inspect the Project Road more than once in a month if any lapses, defects or deficiencies require such inspections.
- 24.5 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 PWD (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.
- 24.6 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.
- 24.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and

- shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 24.8 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.
- 24.9 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 Road 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.
- 24.10 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.
- 24.11 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.
- 24.12 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.
- 24.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-1 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-1.
- 24.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set

forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

24.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

25. Operation Period

25.1 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*.

25.2 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.

25.3 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.

25.4 The Independent Engineer shall inspect the Project Road 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 Road. 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.

25.5 The Independent Engineer may inspect the Project Road more than once in a month, if any lapses, defects or deficiencies require such inspections.

25.6 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 Road 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.

25.7 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 Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

- 25.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial work in accordance with the Agreement, and also determine the damages, if any, payable by the Concessionaire to the Authority for such delay.
- 25.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.
- 25.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 25.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Road, 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.
- 25.12 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 22 and Schedule-0.

26. Termination

- 26.1 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 Road 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 Road 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.
- 26.2 The Independent Engineer shall inspect the Project Road 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.

27. Determination of costs and time

- 27.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 27.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

28. Assistance in Dispute resolution

- 28.1 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.
- 28.2 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.

29. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

30. Miscellaneous

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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 document shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

SCHEDULE -R
(See Clause 27.1.1)

FEE NOTIFICATION

SCHEDULE -S
(See Clause 31.}.2)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the *** day of *** 20**.

AMONGST

- 1 [**** Limited], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **** (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 Governor of ***, represented by Commissioner, Bangalore Development Authority and having its principal offices at *****) (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 Eight-Laning of the Peripheral Ring Road of length 73.04 km in the State 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 this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

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

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement

shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

- 2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the **** (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.
- 2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- (a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;
- (b) all funds received by the Concessionaire from its share-holders, in any manner or form;
- (c) all Fee levied and collected by the Concessionaire;
- (d) any other revenues, rentals, deposits or capital receipts as the case may be, from or in respect of the Project Road; and
- (e) all proceeds received pursuant to any insurance claims.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) Grant and any other monies disbursed by the Authority to the Concessionaire;
- (b) Deleted;
- (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 Concessionaire 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 Road;
- (b) all payments relating to construction of the Project Road, 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) Annual Fee 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;
- (i) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (j) any reserve requirements set forth in the Financing Agreements; and
- (k) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project Road;
- (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 Annual Fee, and any claims in connection with or arising out of Termination;
- (e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 39 of the Concession Agreement;
- (f) outstanding Debt Service including the balance of Debt Due;

- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;
- (i) any other payments required to be made under the Concession Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Road, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

- 6.1.1 Following events shall constitute an event of default by the Concessionaire (an **Escrow Default**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:
- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
 - (b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
 - (c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.
- 6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding

amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

- 9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- 9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
- 9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow

Bank, its officers, servants and agents.

9.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

- 10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- 10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be [Delhi] and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

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

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

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

- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief 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 email. The address for service of each Party and its facsimile number and email are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or

communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

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

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 _____2010 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)
(Designatio
n)
(Address)
(Fax No.)

(Signature)
(Name)
(Designatio
n)
(Address)
(Fax No.)

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

SIGNED, SEALED AND
DELIVERED
For and on behalf of
AUTHORITY OF [***] by:

(Signature)
(Name)
(Designatio
n)
(Address)
(Fax No.)

(Signature)
(Name)
(Designatio
n)
(Address)
(Fax No.)

In the presence
of:
1.

2.

SCHEDULE -T
(See Clause 3 3.2.1)

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. 25,00,00,000 (Rs. twenty five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 10 (ten) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 Consultation with the Concessionaire

The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

- 5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalise and constitute a panel of 10 (ten) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- 5.2 After completion of every five years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule-T.

SCHEDULE -U
(See Clause 38.3)

VESTING CERTIFICATE

The Governor of ****, represented by the Commissioner, Bangalore Development Authority (the "**Authority**") refers to the Concession Agreement dated *** (the "**Agreement**") entered into between the Authority and **** (the "**Concessionaire**") for Eight-Laning of the Peripheral Ring Road of length 73.04 km (the "**Project Road**") on desing, build, finance, operate and transfer ("**DBFOT**") basis.

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 Road shall be deemed to have vested unto the Authority. free from any encumbrances, charges and liens whatsoever.

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
[***].

AGREED, ACCEPTED AND SIGNED
For and on behalf of CONCESSIONAIRE
by:

(Signature)
(Name)
(Designatio
n)
(Address)

SIGNED, SEALED AND
DELIVERED

For and on behalf of
GOVERNMENT OF [***] by

(Signature)
(Name)
(Designatio
n)
(Address)

In the presence
of:
1.

2.

SCHEDULE -V
(See Clause 40.3.1)

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the *** day of *** 20**.

AMONGST

- 1 The Governor of ****, represented by the Commissioner, Bangalore Development Authority and having its principal offices at **** (hereinafter referred to as the "**Authority**") which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
- 2 [**** Limited]³³, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at ****, (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 Eight-Laning of the ****Section (km ** to **) of State Highway No. ** in the State 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.

³³ 0 All project-specific provisions in this document have been enclosed in square parenthesis and may be modified suitably, as necessary.

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 3.2.1; and

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

1.2 Interpretation

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby assigns the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

- 3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.
- 3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project Road 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 Road 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 Road 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 Road in accordance with the provisions of the Concession Agreement;
 - (b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination

under and in accordance with the provisions of Article 37 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate 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 Bangalore 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 Bangalore shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as

waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

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

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty)

p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

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

SIGNED, SEALED AND
DELIVERED
For and on behalf of
GOVERNMENT OF [***]
by:

(Signature)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax)