

# Environmental and Social Due Diligence Report

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Project Number: 47083-004  
January 2022

## INDIA: Accelerating Infrastructure Investment Facility in India – Tranche 3 Shamlaji Expressway Private Limited (Part 17 of 34)

Prepared by India Infrastructure Finance Company Limited for the India Infrastructure Finance Company Limited and the Asian Development Bank.

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No. SEIAA/GUJ/EC/1(a)/497/2015

Date: 26-03-2015

Time Limit

Sub: Environment Clearance for mining of Basalt Stone of M/s Jayantilal S. Patel (Rudravir Quarry Works) [Lease Area: 05-82-24 Ha] at S.No.394/1, VIII. Rajpur, Ta. Dhansura, Dist: Aravalli State: Gujarat.....Mining project in Category 1 (a) of the Schedule of the EIA Notification dated 14/9/2006.

Dear Sir,

This has reference to 152 applications seeking environmental clearance for mining of Basalt Stone (Blacktrap) from the Department of Geology & Mining, Gandhinagar along with the information in specified performa endorsed by the Assistant Geologist of Aravalli district, which is also duly verified by the Office of the Commissioner, Geology & Mining, Gandhinagar.

The brief information submitted by Commissioner, Geology & Mining, Gandhinagar as follows:

Sr No	Name of Applicant	Survey No.	Village	Taluka	Lease Area in Hectare	Rate of Mining (MT/ Annum)
1.	Jayantilal S. Patel (Rudravir Quarry Works)	S.No.394/1	Rajpur	Dhansura	05-82-24	2,40,000

A lease area of this proposal is  $\leq 6$  Ha and being mining projects they fall under project / activity no. 1(a) of the Schedule of the EIA Notification, 2006. As individual lease area of each of the proposals is less than 50 Hectare, they fall under category B.

Since the project was categorized as 'B2', it does not require Public Consultation as per Para 7(i) III. Stage (3) (e) of EIA Notification, 2006.

The SEAC, Gujarat had recommended 152 proposals to the SEIAA based on SEAC meeting held on dated 28.11.2014 where Assistant Geologist, Aravalli District, Geology and Mining Department called for presentation and based on discussion SEAC Gujarat sent their recommendation for 152 proposals on dated 22.12.2014 to SEIAA to grant the Environment Clearance to these mining projects.

The proposal was considered by SEIAA, Gujarat in its meeting held on 27.02.2015 at Gandhinagar. After detailed deliberation and careful consideration, SEIAA hereby accords individual Environmental Clearance to above project under the provisions of the EIA Notification dated 14<sup>th</sup> September, 2006 subject to compliance of the following conditions.

#### SPECIFIC CONDITIONS

1. Project proponent shall comply with all the guidelines and notifications issued by MOEFCC, New Delhi regarding cluster policy as part of compliance of orders of Hon'ble National Green Tribunal time to time.
2. If lease area of project proponent falls in the cluster and total borrowed area of the cluster fall under category B1 or A, as per the prevailing guidelines of MoEFCC, New Delhi, all the concerned procedures shall be followed up accordingly for compliance of Environmental Laws/Notifications/Rules and under such circumstances project proponent shall extend all support including financial contribution or otherwise also for compliance of environmental Laws/Notifications/Rules such cluster.
3. If lease area of applicant falls in the cluster and total borrowed area of the cluster fall under category B1 or A, EIA study shall be carried out for the said cluster as decided by the competent authority and EMP for the cluster shall be prepared based on outcome of the EIA study. In such a case, all the suggestions/recommendations of EIA/EMP prepared for the cluster shall be complied within a letter and spirit by the project proponent(s) including lease holders who have already been accorded Environmental Clearance.

4. No mining shall be undertaken outside the area specified in this Environmental Clearance.
5. Any change in lease area (Individual/cluster), survey number, entailing capacity addition with change in mining technology, modernization and scope of working shall again require prior Environmental Clearance as per the provisions of EIA Notification, 2006 as amended time to time.

#### **CONDITIONS**

##### **A.1 WATER:**

6. The project proponent shall obtain necessary prior permission of the competent authorities for withdrawal of requisite quantity of water (surface water and/or ground water) required for the project.
7. Mining operation shall not intersect ground table and hence there shall not be any water / wastewater discharge from mining operations.
8. Garland Drains, settling tank and Catch drains of appropriate size, gradient and length shall be constructed around the excavated mine, mineral dumps, reject dumps to prevent silt and sediments flowing into any water body.
9. Domestic wastewater shall be disposed off through septic tank - soak pit.

##### **A.2 AIR:**

10. Effective safeguards, such as regular water sprinkling shall be out in critical areas prone to air pollution and having high levels of particulate matter such as loading and unloading point and all transfer points.
11. Drills shall either be operated with dust extractors or equipped with water injection system (wet drilling) to suppress air borne dust during drilling.
12. Only controlled blasting shall be practiced with all necessary care. Blasting operation shall be carried out only during the day time.
13. Internal roads shall be either paved properly or sprinkled with water at regular intervals for controlling fugitive emission during vehicular movement. Trees of native species shall be developed along both sides of internal road/s in order to contain dust.
14. Vehicles shall not be overloaded and mineral transportation shall be done only through covered trucks so that no spillage of mineral / dust take place.
15. Vehicles used in mining operations shall be maintained well so as to keep vehicular emissions in control.
16. Fugitive emission in work place ambient air shall be monitored. The emission shall conform to the standards prescribed by the concerned authorities.
17. Ambient air quality shall be monitored at site and the nearest human habitation and it shall conform to the norms prescribed by the MoEF, Govt. of India.

##### **A.3 OVER BURDEN / REJECTS / HAZARDOUS WASTE:**

18. The project proponent shall strive to adopt zero waste mining concepts by reducing the quantum of reject through technological innovation or finding the use of fines through perspective buyers.
19. Top soil from the mining area shall be scrapped, stacked separately, preserved and utilized for the plantation work.
20. Overburden, waste rock and non-saleable mineral generated during prospecting or mining operations shall be stored separately in properly formed dumps on grounds earmarked. Slope and height of such dumps shall be restricted adequately to prevent any slippage of material. Such dumps should be properly terraced, stabilized and secured at toe to prevent the escape of material that may cause degradation of the surrounding land or silting of water courses.
21. Overburden or other rejects shall be backfilled into the worked out quarry so far as possible with a view to restore the land to its original use or desired alternate use.
22. Used oil / waste oil, if any, generated shall be sold only to the registered recyclers. In case of generation of hazardous waste, the project proponent shall strictly comply with the provisions of Hazardous Waste (Management, Handling and Transboundary Movement) Rules 2008, as may be amended from time to time.

##### **A.4 SAFETY:**

23. Only controlled blasting shall be performed with all necessary care for protection of public, workers and property from fly rock and vibration risks.
24. Blasting shall be done in such a manner to prevent formation of big size boulders and thereby to minimize need for secondary blasting.
25. When blasting is done, it shall be ensured that the persons have moved out of buildings and away from the danger zone. At the time of blasting, a guard shall be posted on either side of the road to warn the passers.
26. Explosives for blasting shall be used only after taking requisite permission from the Director General of Mines Safety, Government of India. All necessary safety measures shall be taken and requisite license shall be obtained for storage of explosives.

27. Anti-vibration devices shall be provided to vibrating tools / equipments to be used by workers during mining. Vibrations shall be maintained within safe limit.
28. All the precautions are to be observed as per Reg. 106 of MMR, 1961 for safety and security. Face masks, helmets, safety shoes etc. shall be provided to all the workers working in the mining areas and its usage shall be ensured and supervised.
29. First Aid Box should be made readily available at the site.
30. Occupational health surveillance of workers shall be undertaken periodically by a doctor who is expert in occupational health and hygiene and its records shall be maintained.
31. Information regarding occupational mine diseases caused due to air pollution and its preventive measures shall be displayed at site in vernacular language for workers.

#### A.5 NOISE

32. Noise level in and around the lease area shall be kept well within the standards by providing noise control measures including engineering control like acoustic insulation, hoods, silencers, enclosures etc. on all sources of noise generation. Ambient noise level shall conform to the standards prescribed under the Environment (Protection) Act & Rules, 1986.

#### A.6 GREEN BELT DEVELOPMENT

33. Green belt shall be developed in periphery of the lease area as per the CPCB guidelines and strictly as per the time schedule. The green belt should comprise of rows of varying height native trees with thick foliage.
34. Drip irrigation system shall be used for the green belt development within the premises.

#### B. OTHER CONDITIONS

35. This Environmental Clearance does not confer any right to the project proponent on the land proposed for lease and all necessary statutory clearances / permissions shall be obtained from respective department before start of mining operations.
36. Mining operation shall be restricted to above ground water table and it shall be ensured that it does not intersect ground water table.
37. The project proponent shall ensure that no natural water course gets obstructed due to mining operations.
38. The pits left unfilled in lease area shall be converted to water body. Higher benches of excavated void/mining pit shall be terraced and its slope shall be made gentler for easy accessibility to the water body.
39. No mining shall be carried out in the safety zone of any bridge / embankment and in the vicinity of natural / manmade archeological sites.
40. No wildlife habitat shall be infringed and in addition to that before issuing the mining lease, it has to be ensured that no wildlife moments shall be existing in the lease area proposed for mining.
41. A booklet containing the Dos and Don'ts shall be prepared in vernacular languages for the use of site in-charge and workers to ensure that all necessary environmental, safety and health measures are undertaken.
42. Funds earmarked for environmental protection measures shall be kept in a separate account and shall not be diverted for other purpose. Records of year wise expenditure shall be maintained.
43. The project proponent shall also comply with any additional condition that may be imposed by the SEAC or the SEIAA or any other competent authority for the purpose of environmental protection and management.
44. Half yearly compliance reports on the conditions stipulated hereinabove shall be submitted to the SEIAA, State Pollution Control Board and the Regional Office of the Ministry of Environment and Forests, Bhopal, on 1<sup>st</sup> June and 1<sup>st</sup> December of each calendar year by individual project proponent.
45. The project proponent shall have to comply with the provisions of Gujarat Minor Mineral Concession Rules (GMMCR) as and when amended by the State Govt. with respect to the provisions for approval of mining plan, EMP for cluster, creation of separate corpus, etc. in view of the recommendations made by the MoEF in its report of March 2010 and the model guidelines framed by the Ministry of Mines.

46. The project proponent shall have to get their Mining Plan approved by the competent authority, within a period of one year from the date of grant of environmental clearance.

47. Decisions/Directions of Hon'ble Court and Hon'ble National Green Tribunal given in the matter of minor minerals shall be binding on the project proponent.

48. The individual project proponent shall inform the public that the project has been accorded environmental clearance by the SEIAA and that the copies of the clearance letter are available with the GPCB and may also be seen at the Website of SEIAA/ SEAC/ GPCB. This shall be advertised within seven days from the date of the clearance letter, in at least two local newspapers that are widely circulated in the region, one of which shall be in the Gujarati language and the other in English. A copy each of the same shall be submitted to the Ministry.

Regional Office of the Ministry.

Vch Type

Particulars

ate

Office : Gujarat Pollution Control Board, Gandhinagar, Sector-10 A, Gandhinagar-382010

Phone No.:- (079) 232-32152, 232-41514 Fax No.:- (079) 232-22784

E-mail : [seiaagvi@yahoo.com](mailto:seiaagvi@yahoo.com), Website:- [www.seiaa.gujarat.gov.in](http://www.seiaa.gujarat.gov.in)

Ledger Account

49. The project authorities shall inform the GPCB, Regional Office of MoEF and SEIAA about the date of financial closure and final approval of the project by the concerned authorities and the date of start of the project.
50. The SEIAA may revoke or suspend the clearance, if implementation of any of the above conditions is not found satisfactory.
51. The project proponent in a time bound manner shall implement these conditions. The SEIAA reserves the right to stipulate additional conditions, if the same is found necessary. The above conditions will be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act 1986 and Hazardous Wastes (Management Handling and Transboundary) Rules, 2008 along with their amendments and rules.
52. The environmental clearance is being issued without prejudice to the action, if any, initiated under the E.P. Act or any court case, if any, pending in the court of law and it does not mean that the project proponent has not violated any environmental laws in the past. This clearance does not give immunity to the project proponent for the case, if any, filed against him in any court of law or action initiated under the E.P. Act.
53. Precise mining area shall be jointly demarcated at the site by officials of Mining / Revenue Department prior to mining operations. Records of such site plan, duly verified by competent authority shall be maintained.
54. The project proponent shall carry out activities under CSR in consultation with the District Development Officer / District Collector.
55. Project proponent shall ensure that Mining Plan of the proposed project will be prepared and approved by the competent authority within a period of one year from the date of grant of environmental clearance.
56. Geology and Mining Department will take all measures to comply with all the conditions stipulated in this Environmental Clearance and all the conditions stipulated in this clearance shall be incorporated while granting lease to individual lease holder.
57. This clearance is issued with respect to only environmental considerations and it does not imply that SEIAA approved the way by which lease is granted to the project. While granting lease, the concerned authority shall ensure compliance of relevant Rules, Regulations, Notifications, Government Resolutions, Circulars, Judgments / Orders of Hon'ble Courts and NGT, etc.
58. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

With regards,  
Yours sincerely,

Sd/-  
( N.K.PATEL )  
Member Secretary

Issued to:

M/s Jayantilal S. Patel (Rudravir Quarry Works).  
S.No.394/1, Village: Rajpur, Ta. Dhansura,  
Dist: Aravalli

Served Through: The Geologist / Asst. Geologist, Geology & Mining Div., Collector Office, Aravalli District

Copy to:-

1. The Secretary, SEAC, C/O. G.P.C.B. Gandhinagar - 382010.
2. The Commissioner, Geology & Mining, Block No. 1/4, 7<sup>th</sup> Floor, Udyog Bhavan, Sector - 11, Gandhinagar.
3. The Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD cum Office Complex, East Arjun Nagar, New Delhi-110032
4. Zonal Officer, Central Pollution Control Board, Parivesh Bhavan, Opp Ward Office, Ward Number 10, Subhanpura, Vadadara - 390 023
5. The Chief Conservator of Forests (Central), Ministry of Environment & Forests, Regional Office (WZ), E-5, Arera Colony, Link Road-3, Bhopal-462016, MP
6. Monitoring Cell, Ministry of Environment and Forests, Paryavaran Bhavan, CGO Complex, New Delhi-110003.
7. The Member Secretary, Gujarat Pollution Control Board, Paryavaran Bhavan, Sector 10 A, Gandhinagar-382010
8. Select File

(N.K.PATEL)

Member Secretary.



GENERAL  
INSURANCE



Digitally signed by  
Raman Arora  
Date: 2021.04.09  
11:09:41 IST

reliancegeneral.co.in  
022 4890 300  
74004 22200

M/S Shamlaji Expressway Pvt Ltd

9-A , Balaji Park, Hajipur Himmatnagar Mehtapura Sabarkantha, HIMATNAGAR,  
SABAR KANTHA, GUJARAT, 383001,

**Subject : Reliance Employees Compensation Insurance Policy Schedule Policy No : 110822127110000856**

Dear M/S Shamlaji Expressway Pvt Ltd,

**Welcome to the Reliance General Insurance family!**

We are delighted to have you as our valuable customer and are truly thankful that you have chosen Reliance General Insurance for your Insurance requirements.

We are pleased to inform you that you have been insured under Policy No.110822127110000856. Attached herewith your policy document, with all the details which have been prepared based on the details furnished to us. We request you to kindly go through the same.

For any discrepancy in the document, kindly write to us immediately for necessary rectification. In the absence of any communication from your end, the contents and coverage of the policy shall stand accepted by you.

To enable us to serve you better, you are requested to mention your Policy Number in all your further correspondences With Reliance General Insurance, you get nothing less than excellent and unparalleled services. Thanking you once again for choosing us. Look forward to a long lasting and delightful relationship.

Yours sincerely,

For Reliance General Insurance Company Limited

Authorized Signatory

## Employees Compensation Insurance Policy Schedule

<b>Policy Number : 110822127110000856</b>	<b>Proposal No : P040821100118</b>
Insured : <b>M/S Shamlaji Expressway Pvt Ltd</b>	Period Of Insurance : From <b>03/04/2021</b> to <b>02/04/2022</b> (both days inclusive)
Communication Address & Place of Supply: <b>9-A , Balaji Park, Hajipur Himmatnagar Mehtapura Sabarkantha, HIMATNAGAR, SABAR KANTHA, GUJARAT, 383001,</b>	Policy Issuing Office Address: <b>RELIANCE CENTRE SOUTH WING,4TH FLOOR,OFF.WESTERN EXPRESS HIGHWAY,SANTACRUZ(EAST),MUMBAI -400 055</b>
Business : <b>Road Construction</b>	Policy servicing address : <b>Apple Plaza, Unit no. 301, 302 and 303, Senapati Bapat Marg, Dadar West MUMBAI MUMBAI MAHARASHTRA 400028</b>
Details of previous policy (if renewal) :	Date of proposal & declaration : <b>07/04/2021</b>
Previous policy No :	
Mobile No :	Email IE:
GSTIN/UIN of the Insured : <b>24ABACS0778B1ZP</b>	Tax Invoice No. & Date : <b>P040821100118 &amp; 08/04/2021</b>
Risk Locations : <b>Anywhere in India</b>	

Laws : The Policy covers Liability of the Insured under the following Law(s) shown as covered, subject to claim being otherwise admissible as per terms, conditions and exclusions of the Policy and subject to Limit of Indemnity as stipulated against each.

Law / Act	Limit of Indemnity	Coverage
a) Employee's Compensation Act, 1923 and subsequent amendments thereof prior to the	Subject otherwise, to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the insured as per act for any death/PPD/TTD/PTD arising out of an accident.	Yes
b) The Fatal Accidents Act, 1855	Subject otherwise, to the terms, conditions & Exclusions of the Policy	Yes
c) Common Law	Subject otherwise, to the terms, conditions & Exclusions of the Policy	Yes

Premium Details	Amount ( ` )
Net Premium	250,000.00
IGST (18%)	45,000.00
<b>Total Premium ( ` )</b>	<b>295,000.00</b>

Consolidated Stamp duty Paid vide Letter of Authorisation No. CSD/53/2020/1645 dated 23rd July 2020\*\* Not Applicable for the State of J&K

GSTIN : 27AABCR6747B1ZG, SAC 997139

Description of services : Other non-life insurance services (excluding reinsurance services)



### Details of Employee Covered

Description of work done by Employees		Declared Number of Employees	Declared Wages during the Period of Insurance	Endt. No.	Class No.
Occupancy	Designation				
Road Paving, Tarring and Road Making	Workers	300	54,000,000.00		402
Road Paving, Tarring and Road Making	Contractual workers	250	45,000,000.00		402
Total		550	99,000,000.00		

Direct / Direct

**Intermediary Code/Name**

**Intermediary Contact No.**

**Intermediary E-mail ID**

### Subject to following clauses

#### Conditions:

- Including Cover for Contractors & sub Contractors workers - subject to submission of details at the time of claim.
- Previous Loss History: NIL
- Warranted that attendance and wage register is maintained at the place of employment by the Insured as per statutory requirements/ compliance and to be submitted when required by insurer.
- The change in place or nature of employment as when if any during the policy period to be informed to the insurer mandatorily and the same shall be covered at the sole discretion of Insurer and if additional premium is required the same shall be charged
- The total number of employees/workers mentioned against each job description and occupation should not exceed at any time and if it is exceeding the same should be informed to the insurer and premium should be paid accordingly and in case of any violation claim shall not be admissible
- Warranted that no tunneling work/ underground work and/ or blasting is carried out at the work site.
- Losses / damage due to war , Civil war , Nuclear energy and radio active effects are excluded
- Occupational Diseases stand excluded.
- The workman under the influence of liquor or drugs is excluded.
- The willful disobedience by the workman of orders and rules expressly given to secure the safety of the workmen is excluded.
- Workers to follow all safety measures as per industry standards at all times.
- Onus of proof lies with the insured for employment and coverage under the policy for the person on behalf of whom the claim is made, to furnish the total number of employees/workers working on site at the time of accident.
- Endorsement no :124 : It is hereby understood and agreed that any work in connection with the use of explosives or in connection with the construction of sewers exceeding in any part a depth of 3 Metres from the surface or in connection with tunnelling is expressly excluded from the indemnity granted under this Policy
- Policy is subject to No past insurance claims history.
- Medical Extension : Provided on Actuals

**Exclusions:**

- a.-Fireworks, ammunitions, fuses, cartridges, powder, nitro-glycerine, or any explosives.
- b.-Gases and or air under pressure in containers.
- c.-Petrochemicals and also chemicals of a "toxic" (as defined under Indias Public Liability act 1991), noxious, explosive and or highly flammable nature.
- d.-Asbestos and or asbestos products other than
- The storage, Transport and / handling of any of the substances above mentioned other than (d) which is merely incidental to the operations and/or trade of the insured not otherwise excluded, is hereby covered.
- Losses suffered in the course of the construction, maintenance and demolition of towers, steeples, bridges, flyovers and other walkways and road bridges not longer than 300 meters and road bridges with unsupported span longer than 100 meters.
- Losses suffered in the course of shipbuilding, ship repairing and ship breaking other than pleasure crafts, stevedoring and or harbour / long shore work and Sub-aqueous work
- Service in any kind of armed forces (including, but not limited to military, police, security services).
- Workers engaged in underground and/or underwater mines and underground services.
- Subaqueous work.
- Quarries where explosives are used.
- Employees stationed outside India.

In Witness whereof this policy has been signed at Mumbai on policy tax invoice date in lieu of Proposal No. as mentioned in the policy. Warranted that in case of dishonor of premium cheque(s) the company shall not be liable under the policy and the contract shall be void abinitio"

This document shall be treated as a Tax Invoice as per Rule 9(2) of the Goods and Services Tax Invoice Rules.

The policy wording with detailed terms, conditions and exclusions are available on our website **www.reliancegeneral.co.in**

In case of a renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change.

**Grievance Clause :** For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call at (022) 4890 3009 or may write an email at [rgicl.services@relianceada.com](mailto:rgicl.services@relianceada.com). In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at [rgicl.grievances@relianceada.com](mailto:rgicl.grievances@relianceada.com). In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at [rgicl.headgrievances@relianceada.com](mailto:rgicl.headgrievances@relianceada.com). In the event of unsatisfactory response from the Head Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of the offices of the Insurance Ombudsman are available at IRDAI website [www.irda.gov.in](http://www.irda.gov.in) or on company website [www.reliancegeneral.co.in](http://www.reliancegeneral.co.in) or on [www.gbic.co.in](http://www.gbic.co.in). The insured may also contact the following office of the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company is located.

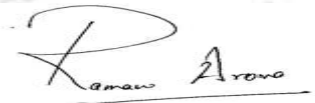
Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.

Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: [bimalokpal.mumbai@gbic.co.in](mailto:bimalokpal.mumbai@gbic.co.in) | Shri. A. K. Sahoo

Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar

Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: [bimalokpal.pune@gbic.co.in](mailto:bimalokpal.pune@gbic.co.in)

**For: Reliance General Insurance Co Ltd.**



**Authorised Signatory**

**Forming A Part Of Policy No. 110822127110000856**

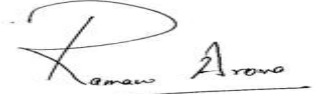
Employees Compensation Endorsement 345 (Erstwhile Tariff)

Coverage for Medical Expenses:

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy subject to its terms provisions and conditions is extended to indemnify the Insured in respect of the reasonable medical surgical and hospital expenses (including cost of conveyance to hospital) incurred by the Insured for treatment of injury to which the indemnity granted under this policy applies had disablement exceeded three days.

Provided always that the liability of the Company under this endorsement shall be limited to as per actual in respect of each Employee per person per accident, and the aggregate liability of the Company for all accidents during the Period of Insurance to Rs.10000000.00 /-

**For: Reliance General Insurance Co Ltd.**



**Authorised Signatory**

**Attached to and Forming A Part Of Policy No. 110822127110000856****WC Endorsement 179 (Erstwhile Tariff)****Coverage for Contractors Workers/Employees :**

**Insured : M/S Shamlaji Expressway Pvt Ltd  
( Policy No. 110822127110000856 )**

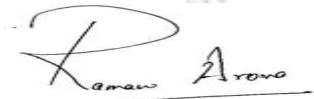
In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to Employee in the employment of Contractors performing work for the Insured while engaged in the Business and occupations in respect of which the within Policy is granted, but only so far as regard claims under the Workmen Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of the this Policy.

**List of Contractors/Sub-Contractors**

SrNo	Name	No. of Worker	Communication Address	Location Address	Contractor/ Subcontractor
1					

Subject to otherwise to the terms, provisions and conditions of the within Policy.

**For: Reliance General Insurance Co Ltd.**



**Authorised Signatory**

**Attached to and Forming A Part Of Policy No. 110822127110000856**

**EMPLOYEES COMPENSATION POLICY**

WHEREAS the INSURED by Proposal which shall be the basis of this contract and deemed to be incorporated herein has applied to the RELIANCE GENERAL INSURANCE COMPANY LIMITED (hereinafter called the "Company") for the insurance hereinafter contained for the Business described in the Schedule and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee of the Insured shall sustain personal Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any claim for such compensation incurred with the Company's consent

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore, this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

**DEFINITIONS**

Certain words used in this Policy and shown in bold are defined hereunder and shall have such meaning wherever they appear in this Policy

**Business** means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.

**Injury** means physical bodily injury including death resulting from such Injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease or illness, unless caused by such physical bodily injury.

**Insured** means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

**Occupational Disease** means any disease listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.

**Wages** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of a employee towards any pension or provident fund or a sum paid to a employee to cover any special expenses entailed on him by the nature of his employment.

**Employee** means such person or persons in direct employment under the Insured in the Business covered under this Policy, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule.

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

**Limit of Liability** means the maximum amount of indemnity specified in the Schedule that will be provided under this Policy by the

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

**EXCLUSIONS**

- a) This Policy shall not cover liability of the Insured
- b) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste form the combustion of nuclear fuel.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the Business under a Contractor or Sub-contractor of the Insured unless specifically
- g) For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy
- h) Assumed by agreement which would not have attached in the absence of such agreement

- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- j) For any accident occurring whilst the Employee is under the influence of Intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

## CONDITIONS

**1.The Contract:** This Policy and the Schedule shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the Policy or the Schedule

**2.Due Observance:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.

**3.Mis-representation/Non-Disclosure:** This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the Insured is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.

**4.Written Communication:** Every notice or communication to be given or made Under this Policy shall be delivered in writing to the Company.

**5.Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.

**6.Claim Intimation:** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on the receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

**7.Company's Rights After Loss:** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

**8.Duty to Declare Employees & Wages:** It is clearly agreed and understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.

**9.Average:** Notwithstanding anything contained hereinabove,

a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall be indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident:-

I. If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.

II. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

b) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

**10.** In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium. The Insured shall as and when required by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

**11.Maintenance of record of Employees/Wages:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

**12.Contribution:** If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.

**13.Cancellation:** The Company or the Insured may cancel this Policy by sending at least 15 days written notice to the other party at his last known address and in such event the premium shall be adjusted in accordance with Condition 10 above.

**14.Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.

**15.Arbitration:**

a)If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) in respect of any claim, such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to a panel of three arbitrators to be appointed in accordance with the provision of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by India Law. The venue of arbitration shall be within India.

b)It is clearly agreed and understood that no reference to arbitration can be made if the Company has either not admitted or has disputed liability in respect of any claim under or in respect of this Policy.

c)In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

d)It is further expressly agreed and declared that if the Company shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**16.Law and Jurisdiction:** It is hereby declared and agreed that this contract of Insurance and all claims there under shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.