

Environmental and Social Due Diligence Report

Project Number: 47083-004
January 2022

INDIA: Accelerating Infrastructure Investment Facility in India – Tranche 3 Shamlaji Expressway Private Limited (Part 28 of 34)

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

This environmental and social due diligence report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

As soon as possible after termination under Clause 13.2, the Concessionaire's Representative will certify aggregate of the Contract Value of the Works on the Project Site as at the date of termination (and in respect of which the EPC Contractor has not received payment) and all amounts already paid to the EPC Contractor under the Contract (the "Termination Value" as defined earlier).

If the Concessionaire rejects the Works under Clause 13.2, the Concessionaire will not be obliged to make any further payment to the EPC Contractor under the Contract and the EPC Contractor must pay to the Concessionaire the aggregate of all amounts previously paid to the EPC Contractor together and the costs and expenses of dismantling the Works, clearing the Project Site and returning Plant, Materials, equipment and other materials to the EPC Contractor or otherwise disposing of them in accordance with the EPC Contractor's instructions.

If the Concessionaire completes the Works under Clause 13.2, the Concessionaire will not be liable to make any further payments to the EPC Contractor until the Works have been completed and the cost of completing them ascertained and all other sums to which the Concessionaire is entitled under the Contract have been ascertained including liquidated damages payable under the Contract (the aggregate amount being the "Cost of Completion"). (Any liquidated damages included in the Cost of Completion will include liquidated damages for delay in completion [and for failure to achieve the Technical Requirements and the Performance Standards]. They will not be payable by the EPC Contractor to the extent that delay in completion of the Works or failure to achieve any Performance Standards was attributable to the Concessionaire's failure to complete the Works in a reasonable manner.)

If the Cost of Completion exceeds the Contract Price less the Termination Value, the Concessionaire's Representative will certify the excess, which the EPC Contractor must pay to the Concessionaire on demand.

If there is no excess, the EPC Contractor is entitled to an amount equal to the lesser of:

- (A) the Termination Value, less the total of all payments previously made to the EPC Contractor less the amount of material already supplied by the Concessionaire to the EPC Contractor if any; and
- (B) the estimated Contract Price as per the Bill of Quantity and the Unit Rates proposed by the EPC Contractor in its proposal, less the Cost of Completion less the amount of material already supplied by the Concessionaire to the EPC Contractor if any.

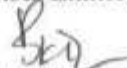
13.5 Concessionaire's Entitlement to Terminate at Will

The Contract may be terminated by the Concessionaire:

- (A) at any time by giving 28 days' prior notice to the EPC Contractor; or
- (B) by notice if the Concession Agreement is terminated.

13.6 Payment on Termination at Will

Chetak Enterprises Limited


Authorized Signatory

Shamlaaji Expressway Pvt. Ltd.


Authorized Signatory

If the Contract is terminated under Clause 13.5 the EPC Contractor will be entitled to receive (in each case to the extent it has not already received payment) the Contract Value of any work done in accordance with the Contract less the advances paid to the EPC Contractor; The total amount payable to the EPC Contractor under this Clause 13.5 when added to payments already received by the EPC Contractor shall not exceed the estimated Contract Price.

14. DEFAULT OF THE CONCESSIONAIRE

14.1 Termination

- (A) If the Concessionaire fails to pay the EPC Contractor the amount due under any Payment Certificate under Appendix 3 (except for any deduction that the Concessionaire is entitled to make under the Contract) within 45 days after the due date; or
- (B) Dissolution of the Concessionaire is commenced.

Then the EPC Contractor may terminate his employment under this Contract by giving notice to the Concessionaire, with a copy to the Concessionaire's Representative. Such notice shall take effect 28 days after the giving of the notice. However, in the event the notice of termination is issued on grounds of failure of the Concessionaire to pay the EPC Contractor, and the Concessionaire subsequently pays the amount due, such notice of termination shall automatically lapse.

14.2 Step In Rights of NHAI

In the event of termination of the Concession Agreement for default or breach of the Concessionair, NHAI shall be entitled to exercise the step-in rights to step into this Contract, in its discretion in place and substitution of the Concessionaire as specified under Concession Agreement. NHAI may take possession and control of Project Highway and control forthwith of any materials, construction plant, implements, stores etc. NHAI may succeed upon election without the necessity of further action by the Concessionaire, to the interests of the Concessionaire under such of the Contract as NHAI may in its discretion deem appropriate and shall upon such election be required to compensate the EPC Contractor only for compensation accruing and becoming due and payable to the EPC Contractor. All sums claimed by the EPC Contractor 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 the EPC Contractor.

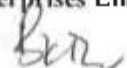
14.3 Payment on Termination

After termination under Clause 14.1, the Concessionaire shall pay the EPC Contractor an amount calculated in accordance with Clause 13.4.

14.4 Cessation of Works and Removal of EPC Contractor's Equipment

After termination (of the carrying out of the Works, the EPC Contractor's employment under the Contract, or the Contract) under any Clause of the Contract, the EPC Contractor shall: -

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

- (A) Undertake all reasonable endeavours to facilitate the appointment and commencement of duties of any person ("**Successor EPC Contractor**") to be appointed by the Concessionaire to continue the Works;
- (B) Provide full access to the Project Highway and to all relevant data, records and information and accede to all reasonable request from the Concessionaire in connection with taking over the Works;
- (C) Cease all further work, except for such essential work as may be necessary and as instructed by the Concessionaire's Representative, for the purpose of making safe, protecting or continuing operations on the Works for the Project Highway;
- (D) Hand over all Construction Documents, Plant and Materials for which the EPC Contractor has already been paid or which has been issued to the EPC Contractor by the Concessionaire;
- (E) Hand over those other parts of the Works executed by the EPC Contractor up to the date of termination,
- (F) following termination under Clauses 13.4 or 14.1, remove all EPC Contractor's Equipment which is on the Project Site and repatriate all his personnel from the Project Site, except for such essential equipment and personnel may be necessary and as instructed by the Concessionaire's Representative, for the purpose of making safe, protecting or continuing operations on the Project Highway; and
- (G) Co-operate with the Concessionaire and the successor EPC Contractor and comply with all reasonable requests thereof, including the execution of any documents and other actions.
- (H) Transfer all warranties on plant and materials in favour of the Concessionaire for the balance warranty.

14.5 Other Effects of Termination

- (A) Termination of the carrying out of the Works, the EPC Contractor's employment under the Contract or the Contract is without prejudice to the accrued rights of the Parties at the time of termination and all provisions of the Contract necessary for the full enjoyment of those rights shall survive termination for the period necessary.
- (B) If required by the Concessionaire's Representative, the EPC Contractor must as soon as practicable after termination of the carrying out of the Works, assign to the Concessionaire, or the Concessionaire's nominee, the benefit of those of the Subcontracts specified by the Concessionaire's Representative.

15. RISK AND RESPONSIBILITY


15.1 Risk Transfer Date

All risk of loss or damage to the Works or any part thereof shall pass from the EPC Contractor to the Concessionaire upon the date of issue of the Maintenance Certificate ("**Risk Transfer Date**").

15.2 EPC Contractor's Care of the Works

The EPC Contractor shall take full responsibility for the care of the Works and the Project Highway, including land, plant and materials, outstanding work which is required to be completed, and all other components, from the appointed date until the Risk Transfer Date.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

15.3 Making Good Loss or Damage to the Project Highway.

Prior to the Risk Transfer Date (and thereafter to the extent that the loss or damage is caused directly or indirectly by the EPC Contractor) all risk of loss or damage to the Works or any part thereof shall be the responsibility of the EPC Contractor. The EPC Contractor shall, at its own expense, make good any physical loss or damage to the Works and the Project Highway and notwithstanding such loss or damage proceed with the carrying out of the Works in accordance with this Contract.

15.4 General Indemnity

The EPC Contractor shall indemnify the Concessionaire, the Concessionaire's Representative, their respective Affiliates, directors, officers, employees and agents (the "Indemnified Parties") against all Liabilities to any Competent Authority to the extent arising out of any failure of the EPC Contractor, to comply in the performance of the Works with any Indian law or Clearance.

The EPC Contractor shall be liable for and shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all Liabilities and arising out of the failure of the EPC Contractor to discharge its obligations under this Contract.

The EPC Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Liabilities, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party property to the extent that the same arises out of:

- (A) Any breach by the EPC Contractor of its obligations hereunder;
- (B) Any negligent act or omission on the part of the EPC Contractor;
- (C) Any wilful misconduct or breach of statutory duty on the part of the EPC Contractor; and
- (D) any liability incurred by the Concessionaire on account of pollution or any other environmental degradation on account of any breach by the EPC Contractor of its obligations hereunder or any negligent act or omission or wilful misconduct or breach of statutory duty on part of the EPC Contractor.

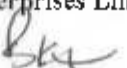
15.5 EPC Contractor's Indemnity for Accidents or Injury to Workmen

The EPC Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims for loss, damage and expense of whatever kind and nature (including all related costs and expenses) in respect of the death of or injury to any person employed by the EPC Contractor in connection with the performance of the Works.

15.6 Conduct of Claims

The Concessionaire shall notify the EPC Contractor in writing on any matter that may result in an indemnity payment, promptly upon the discovery of such matter. The EPC Contractor shall at his expense assume the defence thereof in place of

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

the Concessionaire. In such circumstances, the Concessionaire shall provide the EPC Contractor with such information and assistance, as the EPC Contractor shall reasonably request.

The EPC Contractor shall not make any admission, which might be prejudicial to the Concessionaire, until the EPC Contractor has given the Concessionaire such reasonable security as the Concessionaire may require. The security shall be for an amount, which is an assessment of the compensation, damages, charges and costs for which the Concessionaire may become liable.

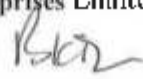
15.7 Limitation of Liability

- (A) Subject to paragraph (C), neither Party will be liable to the other for any loss of profit, loss of use, loss of production, loss of contracts or for any other indirect or consequential damage that may be suffered by the other.
- (B) The total liability of the EPC Contractor to the Concessionaire under this Contract shall not exceed the Contract Price, including the approved Variations.
- (C) This Clause 15.7 shall not affect:
 - (i) Any obligation to make any payment or to afford any indemnity for which provision is made in this Contract,
 - (ii) Any liability in cases of fraud, wilful misconduct or illegal or unlawful acts,
 - (iii) Any liability of the EPC Contractor in cases of acts or omissions of the EPC Contractor which are contrary to the most elementary rules of diligence which a person of the EPC Contractor's experience would have followed in similar circumstances, or
 - (iv) Any liability imposed by law.

15.8 Intellectual Property Rights

- (A) All Intellectual Property conceived, originated, devised, developed or created by the EPC Contractor specifically for the Project Highway or the carrying out of the Works shall vest in the Concessionaire as sole beneficial Concessionaire (but the EPC Contractor shall be entitled to use such Intellectual Property in providing the Works) and shall be disclosed to the Concessionaire upon its coming into existence.
- (B) All documents, papers, computer discs, magnetic tapes or other records made or created by the EPC Contractor in relation to the Works or the Project Highway or supplied to the EPC Contractor by the Concessionaire shall be and remain the property of the Concessionaire, and shall be handed over to the Concessionaire on the Risk Transfer Date.
- (C) All Intellectual Property used by the EPC Contractor for or in relation to the Works to which paragraph (A) does not apply shall either be vested in the EPC Contractor as sole beneficial Concessionaire or the EPC Contractor shall have an irrevocable licence to use such Intellectual Property on terms which permit the EPC Contractor to grant the licence to be granted to the Concessionaire under this contract.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

The EPC Contractor shall be promptly notified of any claim made against the Concessionaire arising out of the matters specified in this paragraph. The EPC Contractor may at its own cost conduct negotiations for the settlement of such claim, and any litigation that may arise there from in such reasonable manner as the Concessionaire shall from time to time approve (such approval not to be unreasonably withheld).

The EPC Contractor may not, however, conduct such negotiations or litigation before it has given the Concessionaire such security as the Concessionaire may reasonably require. The security shall be for an amount required by the Concessionaire which is its reasonable assessment of the amount for which it may become liable and which are the subjects of the indemnity under this paragraph.

The Concessionaire shall not make any admission, which might be prejudicial to the EPC Contractor unless the EPC Contractor has failed to take over the conduct of the negotiations or litigation or provide security under this paragraph within a reasonable time after having been so requested.

16. INSURANCE

The Contractor's All Risk policy shall be obtained by the Concessionaire in accordance with provisions of Concession Agreement. The insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the EPC Contractor.

The EPC Contractor shall affect all insurances under its responsibility required by the law. The insurances shall include but not limited to plant and equipments, express freight, marine cargo, workmen's compensation, group accident, group medi claim and machinery breakdown etc. and shall submit the copy of the insurances to the Concessionaire.

EPC Contractor's claims, if any, shall be entertained within the scope of the insurance policy taken by the Concessionaire. The claims on realization shall be passed to the EPC Contractor according to value of the claims accepted by the insurance company. The amount so reimbursed to the EPC Contractor shall be limited to the amount calculated on the basis of his accepted rates in the contract with the Concessionaire. Any payment received from the insurance agency against the claim where the Concessionaire has been affected financially, the payment shall be first adjusted against the loss incurred by the Concessionaire and only the balance amount shall be paid to the EPC Contractor.

16.1 General Requirements of Insurance Policies

The EPC Contractor must:

- (A) Whenever reasonably required by the Concessionaire, produce copies of the policies or certificates of any insurance which it is required to effect under the Contract, together with receipts for the premiums;
- (B) Effect all insurances for which the EPC Contractor is responsible with an insurer approved by the Concessionaire;

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

- (C) Procure that each policy of insurance is on the terms specified in Appendix 8 and in any event including terms providing that:
- (i) The insurance will not as against one named party to the insurance be invalidated by any act, breach, omission, neglect or failure of another named party;
 - (ii) if the policy is to be cancelled, or to be allowed to lapse or suspended for any reason, or any change is to be made in the cover which adversely affects the interests of the Concessionaire (and/or any others named as a party to the insurance) the cancellation, lapse, suspension or change will not be effective as against the Concessionaire (and those others) for 30 days after receipt by the Concessionaire (and those others) of written notice from the underwriters or insurers of the cancellation, lapse, suspension or change;
 - (v) the insurance is primary without right of contribution from any other insurance taken out by the Concessionaire, its Affiliates or the EPC Contractor (or any others named as a party to the insurance);
 - (vi) All money to be paid under the insurance will be paid to the Concessionaire. The Concessionaire will release the money:
 - (a) In the case of insurance under Clause 16, to the EPC Contractor when the part of the Works that has been destroyed or damaged has been fully reinstated to the satisfaction of the Concessionaire's Representative;
 - (b) in the case of insurance under Clause 16, to the Person entitled;
- (D) make no material changes to the terms of any insurance without the Concessionaire's approval;
- (E) in all respects comply with any conditions stipulated in the insurance policies which the EPC Contractor is required to effect under the Contract or which the Concessionaire has effected in relation to the Project Highway and notified to the EPC Contractor.
- (F) Before commencing any work, it shall be obligatory for the EPC Contractor to obtain at his own cost, insurance cover in the joint name of the EPC Contractor and Concessionaire from reputed companies under the following requirements:
- (a) Liability for death of or injury to any person or loss of or damage to any property (other than work) arising out the performance of the contract.
 - (b) Construction Plant, machinery and equipment brought to site by the EPC Contractor.

- (c) Any other insurance cover as may be required by the law of the land.

16.2 Permitted Exclusions

Insurances affected by the EPC Contractor may exclude:

- (A) the cost of making good any part of the Works which is defective or otherwise does not comply with the Contract, provided that it does not exclude the cost of making good any loss or damage to any other part of the Works attributable to the defect or non-compliance;
- (B) Indirect or consequential loss or damage, including liquidated damages;
- (C) Wear and tear; and
- (D) Risks relating to vehicles for which third party or other insurance is required by law.

16.3 Remedies on the EPC Contractor's Failure to Insure

If the EPC Contractor fails to produce evidence of insurance in accordance with Clause 16, the Concessionaire may procure and maintain the insurance. The EPC Contractor must indemnify the Concessionaire against all premiums and other costs and expenses incurred by the Concessionaire alongwith interest at 2 % over SBILPR per annum for this purpose.

16.4 Insurance Additional to other Obligations

The EPC Contractor's obligations under this Clause 16 are in addition to and do not operate to limit the EPC Contractor's other obligations under the Contract.

16.5 Accident or injury to Workmen

The Concessionaire shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the EPC Contractor or any subEPC Contractor, other than death or injury resulting from any act or default of the Concessionaire, his agents or servants. The EPC Contractor shall indemnify and keep indemnified the Concessionaire against all such damages and compensation, other than those for which the Concessionaire is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect or in relation thereto.


16.6 Insurance Against injury to the workmen

The EPC Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any SubEPC Contractor, the EPC Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Sub Contractor shall have insured against the liability in respect of such persons in such manner that the Concessionaire is indemnified under the policy, but the EPC Contractor shall require such Sub Contractor to produce to the Concessionaire, when required, such policy of insurance and the receipt for the payment of the current premium

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

16.7 Evidence and terms of Insurances

The EPC Contractor shall provide evidence to the Concessionaire prior to the start of work at the Project Site that the insurances required under the Contract have been affected and shall, within 15 days of the Commencement Date, provide the insurance policies to the Concessionaire. When providing such evidence and such policies to the Concessionaire, the EPC Contractor shall notify the Concessionaire's Representative of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The EPC Contractor shall procure all insurances for which he is responsible with insurers and in terms approved by the Concessionaire.

16.8 Adequacy of Insurances

The EPC Contractor shall notify the insurers of changes in the nature, extent of programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall when required, produce to the Concessionaire the insurance policies in force and the receipts for payment of the current premiums.

17. FORCE MAJEURE

17.1 Definition of Force Majeure

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Article 17, Force Majeure Event: As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 17.2, 17.3, and 17.4 respectively hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event is

- (i) have beyond the reasonable control and not arising out of the fault of the Affected Party,
- (ii) The Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and
- (iii) Has a Material Adverse Effect on the Project.
- (iv) Which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder and

17.2 Non Political Force Majeure Events :

For purposes of Clause 17.1 Non-Political Events shall mean one or more of the following acts or events:

- i). 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

Chetak Enterprises Limited


Authorized Signatory

Page 58

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

contamination or radiation or fire or explosion originating from a source external to the Site);

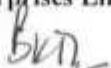
- ii). strikes or boycotts (other than those involving the Concessionaire, EPC Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 34.3;
- iii). any failure or delay of a EPC 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 EPC Contractor;
- iv). 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
- v). 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
- vi). Any event or circumstances of a nature analogous to any of the foregoing.

17.3 Indirect Political Force Majeure Events:


For purposes of Clause 17.1, Indirect Political Event shall mean one or more of the following acts or events:

- i). 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;
- ii). 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;
- iii). 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;
- iv). any failure or delay of a EPC 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 EPC Contractor;
- v). any Indirect Political Event that causes a Non-Political Event; or
- vi). Any event or circumstances of a nature analogous to any of the foregoing.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

17.4 Political Force Majeure Events:

For purposes of Clause 17.1, Political Event shall mean one or more of the following acts or events by or on account GOI, NHAI, GoHP or any other Governmental Agency:

- i). 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;
- ii). compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the EPC Contractors;
- iii). 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 EPC 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 EPC 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;
- iv). any failure or delay of a EPC 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 EPC Contractor; or
- v). Any event or circumstance of a nature analogous to any of the foregoing.

17.5 Allocation of costs during subsistence of Force Majeure:

Upon occurrence of a Force Majeure Event after notice to proceed, the costs arising out of such event shall be allocated as per Concession Agreement. However, in any case EPC Contractor shall not be liable to be paid any amount in excess of the amount payable by NHAI to the concessionaire under the same clause.

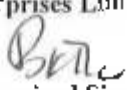
17.6 Termination Notice:

If a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever.

17.7 Termination Payment for Force Majeure Events:

Upon Termination of this Agreement pursuant to Clause 17.6, Termination Payment to the EPC Contractor shall be made as per the Concession Agreement. However, in any case EPC Contractor shall not be liable to be paid any amount in excess of the amount payable by NHAI to the concessionaire under the same clause.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

17.8 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 however 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.

17.9 Liability for other losses, damages etc:

Save and except as expressly provided in this clause, neither Party hereto 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 to this Article.

17.10 Duty to Report;


The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party:

- a) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- b) Any notice pursuant to this Clause 17.10 shall include full particulars of:
 - i. the nature and extent of each Force Majeure Event which is the subject of any claim for relief as per Concession Agreement with evidence in support thereof;
 - ii. 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;
 - iii. the measures which the Affected Party is taking or proposes to take, to alleviate the impact of such Force Majeure Event; and
 - iv. any other information relevant to the Affected Party's claim.
- c) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by this Clause, and such other information as the other Party may reasonably request the Affected Party to provide.

17.11 Excuse from performance of obligations:

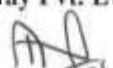
If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be

Chetak Enterprises Limited


Authorized Signatory

Page 61

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

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 written notice to that effect and shall promptly resume performance of its obligations hereunder.
- d) All the above clauses of Force Majeure shall be in line with the Force Majeure clause in the Concession Agreement. No additional payment shall be made to the EPC Contractor other than as mentioned in the Concession Agreement. All the clauses shall be back to back to the Concession Agreement.

18. CLAIMS, DISPUTES AND ARBITRATION

The EPC Contractor shall be entitled to have included in any interim payment such amount in respect of any claim as Concessionaire's Representative, after due consultation with the Concessionaire and the EPC Contractor consider due to the EPC Contractor provided that the EPC Contractor has submitted sufficient particulars to enable the Concessionaire's Representative to determine the amount due. If so particulars are insufficient to substantiate the whole of the claim, the EPC Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Concessionaire's Representative. The Concessionaire's Representative shall notify EPC Contractor of any determination made under this Sub-Clause, with a copy to Concessionaire. It is a term of this contract that the EPC Contractor shall not approach any court of law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences.

18.1 Amicable Settlement

In the event that any dispute, controversy or claim arises among the Party in connection with this Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, each Party shall appoint one senior representative who is not involved in the day-to-day operations relating to the Project and is readily available in the vicinity of Mumbai to serve on a Consultation Panel (the "Consultation Panel") and such Consultation Panel shall meet promptly upon the request of any member thereto or of any Party, in an effort to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives on the Consultation Panel. The decision of the Consultation Panel shall be binding upon the Parties. All reasonable costs incurred by the members of the Consultation Panel in connection with the Project, including travel expenses to and from Mumbai, shall be borne by each party. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the Consultation Panel.

Chetak Enterprises Limited


Authorized Signatory

Page 62

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

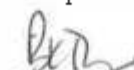
18.2 Mediation by Panel of Experts

- (a) In the event that the Parties are unable to resolve a dispute, controversy or claim in accordance with Section 18.1 or upon the occurrence of an Event of Default, then any Party may refer the dispute, controversy or claim to a Panel of Experts. Within 15 days of the issue of a notice of intention to refer the dispute to a Panel of Experts, the Concessionaire and EPC Contractor shall either agree on the appointment of one Person to act as expert or, failing agreement, appoint one expert each and such experts shall, within seven days of their appointment, designate a third Person to act as expert in order to organize a Panel of Experts. The Consultation Panel may unanimously appoint a permanent Panel of Experts if so requested by the Parties.
- (b) The Party who initially issued the notice of intention to refer the matter to the Panel of Experts shall submit to the Panel of Experts and to the other Party the following written documents: (i) a description of dispute; (ii) a statement of that Party position; and (iii) copies of relevant documentary evidence in support of such position.
- (c) Within 10 days of receipt of the above documents, the other Party shall submit: (i) a description of the dispute; (ii) a statement of that Party's position; and (iii) copies of relevant documentary evidence in support of such position.
- (d) The Panel of Experts may call for such further documentary evidence and/or interview such Persons as they deem necessary in order to reach their decision.
- (e) The Panel of Experts shall reach a majority decision and give notice to the Parties of their decision within 20 days of receipt of the documents provided by the Parties pursuant to subsections (b) and (c) above. The decision of the Panel of Experts shall be binding unless a Party issues a notice of intention to refer the matter to arbitration in accordance with Section 18.3.
- (f) The costs of the engaging the Panel of Experts shall be borne equally by the Parties and each Party shall bear its own costs of preparing the materials for and making presentations to the Panel of Experts. In the event that the Parties are unable to resolve a dispute, controversy or claim pursuant to this Section 18.2 within 45 days of the date when such dispute, controversy or claim first arose, then the provisions of Section 18.3 shall apply to such dispute, controversy or claim.

18.3 Arbitration

- (a) In the event that the Parties are unable to resolve any dispute, controversy, or claim in accordance with 18.1 or 18.2, such dispute, controversy or claim shall be finally settled by a panel of arbitrators (the "Arbitration Panel") in accordance with the Arbitration and Conciliation Act, 1996 with latest amendment. The Arbitration Panel shall consist of three parties. The Concessionaire and EPC Contractor shall appoint one arbitrator each and such arbitrators shall, within seven days of their appointment, designate a third Person to act as arbitration in order to


Chetak Enterprises Limited



Authorized Signatory

Page 63

Shamlaji Expressway Pvt. Ltd.,



Authorized Signatory

organize an Arbitration Panel. The arbitral proceedings shall take place in Mumbai and shall be conducted in the English language. The award of the arbitrators shall be a reasoned one giving reasons for each claim allowed or disallowed.

- (b) Any dispute, controversy or claim referred to the Arbitration Panel in accordance with subsection (a) above shall be considered a commercial dispute arising under the Arbitration and Conciliation Act, 1996 with latest amendment.

18.4 Multiparty Dispute Resolution

The Parties shall agree to join any dispute resolution proceeding under this Agreement with any other dispute resolution pending in respect of any other Project Contract relating to substantially the same matter.

18.5 Performance during Dispute Resolution

Pending the submission of a dispute, controversy or claim to the Consultation Panel, the Panel of Experts and/or the Arbitration Panel and thereafter until the final decision of the Consultation Panel, the Panel of Experts and/or the Arbitration Panel, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision.

18.6 Provisions Binding on Successors

The provisions for Dispute settlement shall be binding upon the successors, permitted assigns and any trustee or receiver of either the Concessionaire or the EPC Contractor.

19. INDEPENDENT ENGINEER

19.1 The Authority to Appoint

The Independent Engineer shall be appointed and removed by NHAI in accordance with the terms of the Concession Agreement.

19.2 Inspection of the Sites

The Independent Engineer shall be entitled to undertake inspections of the Project Sites, at such times as he deems appropriate or necessary, to determine the progress in construction of the Project Highway and the extent of compliance with the Technical Requirement and performance Standards stipulated for the construction and operation and maintenance of Project Highway and notify the Concessionaire, NHAI and the EPC Contractor of any deviations there from within seven days of such inspections.

20. TAXATION

20.1 Taxation

The Lump Sum Fixed Price rate mentioned in Contract Price shall include all taxes, duties and other charges.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

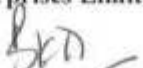
20.2 Withholding

The Concessionaire may deduct from any payment due to the EPC Contractor any Taxes that the Concessionaire is required to deduct or withhold.

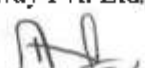
21. CONFIDENTIALITY

- i). Neither of the Parties shall, at any time, before the expiry or sooner termination of the Contract, without the consent of the other of them, divulge or suffer or permit its officers, employees, agents or EPC Contractors to divulge to any Person (other than to any of its or their respective officers or employees who require the same to enable them properly to carry out their duties) any of the contents of this Contract or the Project SAgreements or any information relating to the negotiations concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party or of the Parties to the Project Agreements.
- ii). The restrictions imposed by Clause 21(i) shall not apply to the disclosure of any information:
 - a) Which now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtained with no more than reasonable diligence from sources other than the Parties;
 - b) Which is required by law to be disclosed to any Person who is authorised by law to receive the same;
 - c) which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the Party making the disclosure is or is proposed to be from time to time listed or dealt in;
 - d) To a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing Party is a Party;
 - e) to any consultants, banks, financiers or advisers to the disclosing Party;
 - f) To Lenders or potential Lenders;
 - g) In accordance with any of the Project Agreements.
- iii). No public announcement or statement regarding the signature of this Agreement shall be issued or made unless prior thereto both the Parties have been furnished with a copy thereof and have approved the same such approval not to be unreasonably withheld or delayed.
- iv). The EPC Contractor shall not make any communication, admissions or accept any liability, to the news media without the specific written approval of the Concessionaire's Representative.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

22. GENERAL

22.1 Remedies and Waiver

No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this Contract shall impair such right, power or remedy or operate as a waiver thereof.

The single or partial exercise of any right, power or remedy provided by law or under this Contract shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.

22.2 Deductions

Where any sum is to be paid to or reimbursed to the Concessionaire by the EPC Contractor under the provisions of this Contract or any Cost or expenses incurred by the Concessionaire is for the account of the EPC Contractor, the Concessionaire may, without prejudice to its other remedies, deduct the amount from any payment due to the EPC Contractor. Where the amount has not been ascertained, the Concessionaire may, pending ascertainment, deduct an amount reasonably estimated by the Concessionaire in that regard and upon ascertainment the payment shall be adjusted accordingly.

22.3 Notice of Actions

Each Party shall promptly notify the other on becoming aware of any claim, accusation, notice of violation, demand, action, abatement or other order, conditional or otherwise, which has been made against the other or any director, secretary, manager or similar officer of either of them in relation to this Contract, the Works or the Project Highway.

22.4 Further Assurance

Each Party shall, from time to time on being required to do so by any other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to such other Party as that Party may reasonably consider necessary for giving full effect to this Contract and securing to such other Party the full benefit of the rights, powers and remedies conferred upon that Party in this Contract.

22.5 No Joint Venture


Nothing contained in this Contract shall create an association, joint venture or partnership between the parties or impose any partnership obligation or partnership liability on either Party. Neither Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

22.6 Counterparts

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

This Contract may be executed in several counterparts, and all such counterparts shall constitute one agreement binding on the Parties and shall have the same force and notwithstanding that the Parties may not be signatories to the same original or the same counterpart.

22.7 EPC Contractor's Liability

The EPC Contractor's liability under the Contract will not be affected by:

- i). Any comment, review, audit, rejection, approval, acquiescence or acceptance of any matter or thing nor any failure to comment, review, audit, reject, approve or accept the same;
- ii). Any inspection, test, supervision or failure to inspect, test or supervise;
- iii). The issue of any certificate;
- iv). The making of any payment;
- v). The provision of any information, whether contained in the Contract or otherwise; or
- vi). Any other act or thing other than a breach of the Concessionaire's obligations under the Contract,

22.8 Delayed Payments

If payment under the Contract is delayed beyond the due date, the non-defaulting Party is entitled to receive interest on the amount unpaid during the period of delay at the rate of [two] percent per annum above the base lending rate of [SBI-PLR] both before and after any judgment or award. The non-defaulting Party is entitled to the payment without formal notice and without prejudice to any other right.

22.9 Payment on a Non-Business Day

If the due date for a payment under the Contract is not a Business Day in, the payment shall be made on the next following Business Day.

22.10 Boxing

The obligations and the warranties of the EPC Contractor in each paragraph, Clause and each part of the Contract are independent of each other. This means that none of them shall limit the scope of the others.

22.11 Assignment by Concessionaire

The Concessionaire may assign charge or otherwise transfer the contract and any of its rights arising under it:

- i). To an Affiliate of the Concessionaire;
- ii). To the Lenders;
- iii). To a purchaser of the Project Facilities with the consent of the EPC Contractor, such consent not to be unreasonably withheld;

Chetak Enterprises Limited

Authorized Signatory

Shamlaji Expressway Pvt. Ltd.

Authorized Signatory

- iv). To any other person with the consent of the EPC Contractor, such consent not to be unreasonably withheld.

The assignment may be in whole or in part.

The EPC Contractor must enter into a novation of the contract with any of these people if required by the Concessionaire. The novation must be in the form the Concessionaire reasonably requires.

IN WITNESS whereof the Parties have pursuant to Power of Attorney/authorisations of the respective companies through their authorised representatives executed and delivered this Agreement as of the date and place first above written.

For Shamlaji Expressway Pvt. Ltd.,
(Concessionaire)

Witness 1:


(Authorized Signatory)

Witness 2:



For Chetak Enterprises Limited
(EPC Contractor)

Witness 1:


(Authorized Signatory)


Witness 2:



Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

APPENDIX 1

SCOPE OF WORK DURING CONSTRUCTION & DEFECTS LIABILITY PERIOD

A1.1 General

The EPC Contractor shall execute the works in accordance with the terms of the contract and be responsible for the inspection, identification and remedy or rectification of any design or construction defects in the Works including 15 years maintenance period. The scope of work shall not be limited to the Schedule B & C of the Concession Agreement, which has been itemised in the Payment Schedule.

A1.2 Traffic Arrangements

The EPC Contractor shall submit to the Concessionaire the traffic management plan during construction and shall get it approved before commencement of the work. The EPC Contractor shall strictly follow the approved traffic management plan during construction phase.

The EPC Contractor shall arrange and liaise with the Road Transport Authorities and local police for the traffic arrangements.

A1.3 Maintenance during construction Period.

During the Construction period, the EPC contractor shall maintain the Existing project highway in accordance with Concession Agreement Clause 12.4.1. "Maintenance" for the purpose of this contract shall include regular inspections to assess the condition of completed works shoulders, proper drainage through the structures, structures other components and repairs and making-up arises due to defective or poor workman ship. During the Construcion period, the existing lanes of the Project highway shall be Maintined in traffic worthy & safe condition not inferior than the condition 7 days prior to the signing of the Concession Agreement and shall undertake necessary repair and maintenance works time to time. Any instruction in the is regard from SEPL /NHAI/IC shall be attended within 7 days. Any failure in maintain the existing highway shall call for a penalty. The charges determined by NHAI will be applicable

A1.4 Maintenance Activity


The maintenance activity shall be done as per the approved maintenance plan and programme.

During Defects Liability Period, the EPC Contractor shall carry out rectification of any defects due to faulty construction of any component of the works, and shall make arrangement for traffic management of the area under rectifications.

A1.5 General Requirements

A1.5.1 Surveying

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

The horizontal alignment of the road shall be as per the co-ordinates supplied by the Concessionaire. EPC Contractor shall check on ground accuracy of the centreline co-ordinates supplied by the Concessionaire's Representative with reference to the Right of way and other ground conditions. In case of any discrepancy the EPC Contractor shall refer the matter to the Concessionaire's Representatives for necessary corrections. The EPC Contractor shall be responsible for correctness of the marking of the co-ordinates on ground and executing the work as per the same. The Contractor shall liaise with other agencies for matching the centreline with the centreline of approaches on either side. The EPC Contractor shall mark the reference line on the ground for reference.

The EPC Contractor shall establish temporary bench marks for effectively working in the co-ordinate system. The EPC Contractor shall be responsible for the correctness of the bench marks and any re-work occurs due to this shall be done at the cost of the EPC Contractor. The EPC Contractor shall be responsible for the maintenance of the temporary bench marks and any other survey points and shall ensure the same throughout the construction period.

A1.6 Scope of Work

The scope of work during construction phase shall be as per the Drawings provided by the Concessionaire and as defined and included but not limited to the Schedule B & C of the Concession Agreement. Any additional work initiated by the Concessionaire shall be carried out by the EPC Contractor as if it is in the scope of the Works.

The scope of EPC Contractor shall include but not limited to following:

A1.6.1 Bridges and Major Structures

- a) Layout of the structure shall be done as per the co-ordinates issued.
- b) Soil investigation shall be done based on the relevant codal provisions.
- c) Cutting, bending and binding the reinforcement.
- d) The bridge/underpass/RUB shall be constructed as per the approved Drawings and as per relevant codal provisions.

A1.6.2 Road Works

A1.6.3 General

EPC Contractor has to provide a furnished site office for the representatives of Concessionaire / Project management Consultant/Independent Engineer at their camp Location or other suitable location approved by the Concessionaire. Minimum required furnitures including storage space for important documents have to be provided as per the requirement of the Concessionaire.

APPENDIX 2

TECHNICAL SPECIFICATIONS GOVERNING DESIGN AND CONSTRUCTION

The project / project facilities under this contract shall confirm to the minimum design requirements set out in the Concession Agreement.

A2.1 Codes and Standards

The codes and standards applicable for the design & construction of the project and project facilities are:

1. Indian Road congress (IRC) codes and standards
2. Ministry of Road Transport & Highways (MORTH) specifications.
3. Bureau of Indian Standards (BIS)

The terms Ministry of Road Transport & Highways (MORTH) and Ministry of Surface Transport (MOST) shall be considered as synonymous to each other.

Where the aforesaid codes, standards and specifications are silent on any aspect or there is any confusion in the interpretation of the clauses, the following standards in order of preference shall be adopted in consultation with the Concessionaire's Representative, unless otherwise specified in the Concession Agreement:


1. American Association of State Highway and Transport Officials (AASHTO)
2. Geometric Design Standards of Ontario Highways
3. American Society of Testing Materials (ASTM)
4. British Standards (BS)
5. Suitable specification/ standard devised by the IC
6. Any other standard proposed by the concessionaire

Wherever these are silent, the construction and completion of the Works shall confirm to Good Industry Practices, and in case of any dispute arising out of the interpretation of the above, the decision of the Concessionaire's Representative shall be final and binding on the EPC Contractor.

The design shall be as per Indian Roads Congress codes, and standards, supported by MOST SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Fifth Revision) 2013 and the standards and specification of Railways. Where relevant, the designs shall also satisfy the Indian Standard Codes, and any other codes referred to in these IRC Codes and MOST specifications.


Construction shall be as per MOST SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Fifth Revision) 2013, supported by Indian Roads Congress codes and standards. Where relevant, the practices shall also conform to the

Chetak Enterprises Limited


Authorized Signatory

Page 71

Shanlaji Expressway Pvt. Ltd.


Authorized Signatory

Indian Standard Codes, and any other codes referred to in the MOST specifications and IRC Codes.

A list of the codes and specifications to be followed for the design, construction and maintenance of the various components is given hereunder. The list is not exclusive, and the EPC Contractor shall follow such other codes and specifications, which govern the designs or construction of various components.

The relevant IRC/ codes and standards for Road / Bridges shall include but not limited to the following:

| | |
|---------------|--|
| IRC: 5 -1998 | Standard Specification & Code of Practice for Road Bridges, Section I General Features of Design (Revision) |
| IRC: 6 -2000 | Standard Specifications & Code of Practice for Road Bridges, Section II — Loads and Stresses (Fourth Revision) |
| IRC: 7 -1971 | Recommended Practice for Numbering Bridges and Culverts (First Revision) |
| IRC: 15-2002 | Standard Specifications & Code of Practice for Construction of Concrete Roads (Third Revision) |
| IRC: 18 -2000 | Design Criteria for Pre-stressed Concrete Road Bridges (Post-Tensioned Concrete) (Third Revision) |
| IRC: 21 -2000 | Standard Specifications and Code of Practice for Road Bridges, Section-III Cement Concrete (Plain and reinforced) (Third revision) |
| IRC: 22 -1986 | Standard Specifications and Code of Practice for Road Bridges, Section-VI Composite Construction (First Revision). |
| IRC: 24 -2001 | Standard Specifications and Code of Practice for Road Bridges, Section-V Steel Road Bridges (First Revision) |
| LRC: 42 -1972 | Pro-forma for record of test values of locally available pavement construction materials. |
| IRC: 43-1972 | Recommended practice for tools equipment and appliances for concrete pavement construction. |
| IRC: 44-1976 | Tentative guidelines for cement concrete mix design for pavements (for non air-entrained and continuously graded concrete) First Revision. |
| IRC: 45-1972 | Recommendations for Estimating the Resistance of Soil Below the Maximum Scour Level in the Design of Well Foundations of Bridges |
| IRC: 54-1974 | Vertical Clearances at Underpasses for Vehicular Traffic. |
| IRC: 57 -1974 | Recommended Practice for Sealing of Joints in Concrete Pavements |

| | |
|-----------------|--|
| IRC: 58-2002 | Guidelines for the design of Plain Jointed Rigid Pavements for highways (Second Revision) |
| IRC: 59-1976 | Tentative Guidelines for the design of gap graded cement concrete mixes for road pavements. |
| IRC: 60-1976 | Tentative guidelines for the use of lime fly ash concrete as pavement base or sub base. |
| IRC: 61-1976 | Tentative Guidelines for the construction of Cement Concrete Pavements in Hot Weather |
| IRC: 74 -1979 | Tentative Guidelines for lean cement concrete and lean cement fly-ash concrete as a pavement base or sub base. |
| IRC: 77 -1979 | Tentative Guidelines for repair of concrete pavements using synthetic resins. |
| IRC: 78 -2000 | Standard Specifications and Code of Practice for Road Bridges, Section-VII Foundations & Sub-structure (Second Revision). |
| IRC: 83-1999 | Standard Specifications and Code of Practice for Road Bridges, Section-IX Bearings, Part-I: Metallic Bearings. |
| IRC: 83-1987 | Standard Specifications and Code of Practice for Road Bridges, (Part-II) Section-IX Bearings, Part-I Electrometric Bearings |
| IRC: 83-2002 | Standard Specifications and Code of Practice for Road Bridges, (Part-I) Section-IX Bearings, Part-III: POT POT-CUM-PTFE, PIN AND METALLIC GUIDE BEARINGS |
| IRC: 85-1983 | Recommended practice for accelerated strength testing and evaluation of concrete for Road and Airfield Constructions. |
| IRC: 87-1984 | Guidelines for the design and erection of false work for road bridges. |
| IRC: 89-1997 | Guidelines for Design & Construction of River Training & Control Works for Road Bridges (First Revision). |
| IRC: 91-1985 | Tentative guidelines for construction of cement concrete pavement in cold weather. |
| IRC: 92-1985 | Guidelines for the design of Interchanges in Urban Areas |
| IRC:101-1988 | Guidelines for design of continuously reinforced concrete pavement with elastic joints |
| IRC: SP:4-1966 | Bridge Loading Round the World |
| IRC: SP:13-2004 | Guidelines for the Design of Small Bridges and Culverts. |
| IRC: SP:14-1973 | A Manual for the Application of the Critical Path Method to Highway Project in India |

| | |
|------------------|---|
| IRC: SP: 17-1977 | Recommendations About Overlays on Cement Concrete Pavements |
| IRC: SP: 18-1978 | Manual for Highway Bridge Maintenance Inspection. |
| IRC: SP: 33-1989 | Guidelines on Supplemental Measures for Design, Detailing & Durability of Important Bridge Structures. |
| IRC: SP: 35-1990 | Inspection and Maintenance of Bridge. |
| IRC: SP: 36-1991 | Guidelines on Format for IRC Standards |
| IRC: SP: 37-1991 | Guidelines for Evaluation of Load Carrying Capacity of Bridges |
| IRC: SP: 40-1993 | Guidelines on techniques for strengthening and rehabilitation of bridges. |
| IRC: SP: 46-1997 | Steel Fibre Reinforced Concrete For Pavements |
| IRC: SP: 47-1998 | Guidelines on Quality System for Road Bridges (Plain, Reinforced, Pre-stressed and Composite Concrete). |
| IRC: SP: 48-1998 | Hill Road Manual |
| IRC: SP: 49-1988 | Guidelines for the Use of Dry Lean Concrete as Sub-base for Rigid Pavement |
| IRC: SP: 51-1999 | Guidelines for Load Testing of Bridges |
| IRC: SP: 52-1999 | Bridge Inspector's Reference Manual |
| IRC: SP: 87-2013 | Manual of specifications and standards for sixlaning of highways through PPP |

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

MORT&H Specifications for Road and Bridge Works, (Latest Revision).

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

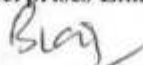
MOST Standard Plans for Highways Bridges R.C.C. T-Beam & Slab Superstructure - Span from 10 m to 24 m with 12 m width, 1991

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

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

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

Chetak Enterprises Limited


Authorized Signatory

Page 74

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

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

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

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

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

Model Concession Agreement for Small Road Projects

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

Culverts:

| | |
|--------------------------|---|
| IS: 226-1975 | Structural Steel (Standard Quality). |
| IS: 280-1978 | Mild Steel Wire for General Engineering Purposes. |
| IS: 383-1970 | Coarse and Fine Aggregates from Natural Sources for Concrete. |
| IS: 432-1982 | Mild Steel and Medium Tensile Steel Bars and Hard-Drawn Steel Wire for Concrete Reinforcement. |
| (Part I) | Mild steel and medium tensile bars |
| (Part II) | Hard-drawn steel wire. |
| IS: 456-2000 | Code of practice for plain and reinforced concrete. |
| IS: 458-1971 | Concrete pipes (with and without reinforcement). |
| IS: 460-1985 | Test sieves. |
| IS: 516-1959 | Methods of test for strength of concrete. |
| IS: 814-1974 | Covered electrodes for metal arc welding of mild steel. |
| IS: 823-1964 | Code of procedure for manual arc welding of mild metal. |
| IS: 961-1975 | Structural steel (high tensile). |
| IS: 1077-1976 | Common burnt clay building bricks. |
| IS: 1124-1974 | Method of test for water absorption of natural building stones. |
| IS: 1129-1972 | Dressing of natural building stones. |
| IS: 1139-1966 | Hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement. |
| IS: 1148-1973 | Rivet bars for structural purposes. |
| IS: 1149-1973 | High tensile rivet bars for structural purposes. |
| IS: 1199-1959 | Method of sampling and analysis of concrete. |
| IS: 1442-1964 | Covered electrodes for metal arc welding of high tensile structural steel. |
| IS: 1477 (Part I) - 1971 | Code of practice for finishing of iron and steel/ferrous metal in buildings: painting and allied finishes Operations and workmanship. |
| IS: 1498-1970 | Classification and identification of soils for general engineering purposes. |
| IS: 1732-1971 | Dimensions for round and square steel bars for structural and general engineering purposes. |
| IS: 1785 | Plain hard-drawn steel wire for pre-stressed concrete. |
| (Part I) - 1966 | Cold-twisted steel bars for concrete reinforcement. |
| IS: 1786-1985 | High strength deformed steel bars and wires for concrete reinforcement. |
| IS: 1838 | Pre-formed filler for expansion joint in concrete pavement and structures (non-extruding and resilient type). |

Chetak Enterprises Limited

Authorized Signatory

Shamlaji Expressway Pvt. Ltd.

Authorized Signatory

| | |
|-----------------|--|
| IS :1888-1982 | Method of load tests on soils. |
| IS :2062-1980 | Structural steel (fusion welding quality). |
| IS :2116-1980 | Sand for masonry mortars. |
| IS :2131-1981 | Methods for standard penetration test for soils. |
| IS :2250-1965 | Code of practice for preparation and use of masonry mortars. |
| IS :2386-1963 | Methods of test for aggregates for concrete. |
| (Part 1) | Particle size and shape. |
| (Part 2) | Estimation of deleterious materials and organic impurities. |
| (Part 3) | Specific gravity, density, voids, absorption and bulking. |
| (Part 4) | Mechanical properties. |
| (Part 5) | Soundness. |
| (Part 6) | Measuring mortar making properties of fine aggregates. |
| (Part 7) | Alkali-aggregate reactivity. |
| (Part 8) | Petrographic examination. |
| IS :2720 | Methods of test for soils. |
| (Part I) -1973 | Determination of water content. |
| (Part I) -1980 | Determination of specific gravity. |
| Section I | Fine grained soils. |
| Section II | Medium and coarse-grained soils. |
| (Part 4) -1985 | Grain size analysis. |
| (Part 5) -1985 | Determination of liquid and plastic limits. |
| (Part 7) -1980 | Determination of moisture content/dry density relation using light compaction. |
| (Part 8) -1983 | Determination of water content-dry density relation using heavy compaction. |
| (Part 10) -1973 | Determination of unconfined compressive strength. |
| (Part 13) -1985 | Direct shear test. |
| (Part 14) -1983 | Determination of density index (relative density) of cohesion-less soils. |
| (Part 27) -1977 | Determination of total soluble sulphates. |
| (Part 40) -1977 | Determination of free swell index of soils. |
| IS :3466-1967 | Masonry cement. |
| IS :3764-1992 | Code of safety for excavation work. |
| IS :4138-1977 | Safety code for working in compressed air. |
| IS :5317-1969 | Specification for bitumen mastic for bridge decking and roads. |
| IS :6006-1970 | Uncoated stress relieved strands for pre-stressed concrete. |
| IS :6909-1991 | Super-sulphated cement. |
| IS :6925-1973 | Methods of test for determination of water soluble chlorides in concrete admixtures. |
| IS :8112-1989 | 43 grade ordinary Portland cement. |
| IS :9103-1979 | Admixtures for concrete. |
| IS :10262-1982 | Guidelines for concrete mix design. |
| IS :12269-1987 | Specification for 53 grade ordinary Portland cement. |
| IS :12330-1988 | Specification for sulphate resisting Portland cement. |
| IS: SP 23-1982 | Handbook on concrete mixes (based on Indian standards). |
| IS 1893-1984 | Criteria for earthquake resistant design of structures. |
| IS 4326-1976 | Code of practice for earth-quake resistant design and construction of buildings. |

Surface Drainage System:

| | |
|---------------|--|
| IS: 458-1971 | Concrete pipes (with and without reinforcement). |
| IS: 3466-1967 | Masonry cement. |
| IS: 3764-1992 | Code of safety for excavation work. |

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

A 2.2 Project Site Specific Requirements

- The stone used for any construction shall be granite or basalt or equivalent of approved quality.
- Bricks shall be first class kiln fired and to be approved before use.
- Cement used shall be 43 grades for PCC and RCC in bridges, and 53 grade for PSC, provided all other criteria are met. The brand of cement shall be same as that as approved in the mix design.
- Steel shall be used from a reputed & approved manufacturer with ISI authentication.
- The miscellaneous material like bearings, geotextile, pipes etc. shall be bought from the reputed/ MOST approved suppliers and shall be tested for the satisfaction of the Concessionaire.
- The project area falls in Seismic zone III. All bridges shall be designated as "Important", the Importance factor being 1.5.
- The exposure condition may be taken as "moderate".

A 2.3 Units of Measurement:

All measurements shall be made in the metric system. Different items of work shall be measured in accordance with the procedures set forth in relevant sections read in conjunction with the General and special conditions of the contract.

All measurements and computations/unless otherwise indicated shall be carried nearest to the following limits.

- | | |
|---|----------------|
| 1. Length and breadth | 10 mm |
| 2. Height, depth or thickness of earth work, CC work, structural member, etc. | 5 mm |
| 3. Area | 0.01 sq. metre |
| 4. Cubic contents | 0.01 cu. metre |

In recording dimensions of work the sequence of length, width and height or depth or thickness shall be followed.

A 2.4 Performance Standards for Construction:

The Performance Standards define the level at Project is to be constructed and the Works carried out and shall be in line with the Concession Agreement. The Construction requirements shall be as delineated in the technical specifications, and to the tolerances for various items mentioned thereof.

- a) Special emphasis is drawn to Chapter 900 of the MOST Specifications for road and bridge Works.
- b) The Concessionaire may carry out periodic inspection and audit of the components of the Project Highway and appurtenances to fulfil its objective of providing a high level of service (Level of Service B) to the users.
- c) The pavement roughness on completion of construction shall be 2000 mm/Km.
- d) Longitudinal and cross profile of the roadway i.e., slope and camber shall conform to design requirements;
- e) Signs and markings and all road furniture shall be constructed to adhere to the specifications specified.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

CONTRACT PRICE

Part 1: Scope of work:

Construction of Six Laning of Shamlaji to Motachlodha From KM 401.200 to KM 494.410 (Length 93.210 KM) Section of NH-8 in the State of Gujarat under NHDP Phase-V (Package-VI) on EPC Mode

Part 1 (A) Contract Price

Part 1 : The Estimated Contract Price proposed by EPC Contractor in their proposal Appendix - 11 amounts to Rs. 1234.01 crores (Rupees Twelve Hundred and Thirty Four Crores and one lakh only) for the Project.

Part 2 : The payments under this Contract shall be regulated by monthly bill. The proportionate work done for the road, bridge and other works shall be paid as per the Contract Price weightages for Highways Projects with Rigid Pavements/Flexible payments in accordance with approved schedule. However the payment made to the EPC Contractor shall be reconciled time to time in accordance with weightages provided in the Annexure - I of Scheudle - G of the Concession Agreement.

Definitions

In this part 2 of this Appendix, unless the context otherwise requires:

"Running Account (RA) Bill" means the monthly intermediate bills prior to Final Bill raised by the EPC Contractor based on the progress of the Works as explained in part 4 of this Appendix.

"Payment Certificate" means a certificate issued under paragraph 4.5.

A 3.1 Payment for Running Account Bills

Subject to the other provisions of the Contract, the EPC Contractor is entitled for the on-account bill once in calendar month based on proportionate percentage of execution of work and the same has been jointly entered in the measurement by the EPC Contractor's representative and Concessionaire's Representative or its authorized representative. Over all payment of each Running bill shall be made and regulated as per over all execution stage and proportionate percentage of execution / fixed as per approved schedule in Bill of Quantities (BOQ) after ascertaining the stage wise quantities.

Deductions in RA bill

The Running account bills shall be paid subjected to any deduction as per this agreement, government laws and good industry practices. The deductions include:

1. All applicable taxes as per relevant law, rules and regulations.
2. The Recovery of Mobilisation advance shall be made back to back with Concession agreement provisions.

Chetak Enterprises Limited


 Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


 Authorized Signatory

A 3.2 Certification and Payment of R.A. Bills

- A.3.2.1 When the EPC Contractor considers that all work to be performed for considering the quantity for payment has been completed and all other requirements for that activity are met, then the EPC Contractor may consider that quantity for the payment as per their quoted rates.

The EPC Contractor shall submit one bill every month based on the progress of the works. However, as a special case more than one bill shall be accepted in a calendar month provided that achieved progress is more than schedule progress. Bill shall be properly accompanied with all the relevant supporting documents and measurement sheets. The EPC Contractor shall be solely responsible for the accuracy of the measurements.

- A 3.2.2 The Concessionaire's Representative shall within 7 days from receipt of each Running Account Bill with all supporting documents; verify whether all required Works claimed by the EPC Contractor have been completed in all respect and whether all other requirements for that RA Bill have been met. Any incomplete quantities shall be excluded from the bill. The Concessionaire's Representative after verifying all completed Works and other contractual requirements, forward the Running Account Bill to the Concessionaire and the EPC Contractor.

- A 3.2.3 The Concessionaire shall pay the Net Amount Certified in a Payment Certificate (less any deductions) within 7 days after receipt of the EPC Contractor's RA Bill.

A 3.3 Final Certificate

- A 3.3.1 The EPC Contractor must make application to the Concessionaire's Representative for a Final Certificate within 14 days after the issue of the Taking Over Certificate.

- A 3.3.2 The application for the Final Certificate must be accompanied by a final account prepared by the EPC Contractor. The final account must give full details of:

- a) Such additions to or deductions from the Contract Price as have been agreed or determined under the Contract;
- b) All payments previously made to the EPC Contractor; and
- c) The Contract Value of all claims for additional payment to which the EPC Contractor may consider itself entitled.
- d) All as built Drawings.

- A 3.3.3 The EPC Contractor shall not be entitled for any further payment not claimed in the Final Bill.

- A3.3.4 The Concessionaire's Representative will issue the Final Certificate to the EPC Contractor following its determination on the final account provided by the EPC Contractor.

Chetak Enterprises Limited

Authorized Signatory

Shamlaji Expressway Pvt. Ltd.

Authorized Signatory

- A 3.3.5 The Concessionaire will pay any amount certified in the Final Certificate as due to the EPC Contractor within 28 days after the issue of the Final Certificate.
- A 3.3.6 If the EPC Contractor has not applied for a Final Certificate within the time specified in paragraph 8.1 the Concessionaire's Representative may request the EPC Contractor to do so within a further period of 14 days. If the EPC Contractor fails to make an application, the Concessionaire's Representative may issue the Final Certificate for such amount as it deems correct.
- A3.3.7 A Final Certificate will be conclusive evidence of the amounts payable to the EPC Contractor under the Contract, but will not affect any Liability of the EPC Contractor under the Contract.
- A 3.3.8 Payment of the amount certified in the Final Certificate will be conclusive evidence that the Concessionaire has performed all his obligations under the Contract.
- A3.3.9 A Final Certificate or payment will not be conclusive:
- a) to the extent that fraud or dishonesty relates to or affects any matter dealt with in the certificate; or
 - b) if any proceedings under the Contract have been commenced under Clause 18 by either party before the expiry of 28 days after the issue of the Final Certificate.

Chetak Enterprises Limited


Authorized Signatory

Page 80

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

CLEARANCES

A4.1 Clearances Required

A list of the clearances generally required from the authorities who monitor various aspects of construction of such projects is given in the following section. The prime responsibility of obtaining such clearances would as indicated. Nevertheless, the EPC Contractor would make available all required information, resources, designs and Drawings in the prescribed manner at EPC Contractor's cost to obtain such clearances. If any other clearances are found to be necessary, the same shall be allocated to the parties hereto on based on the nature of the clearance. Clearance related to specific activities falling within the scope of work of the EPC Contractor, which shall be the responsibility of the EPC Contractor.

A4.2 EPC Contractor's Clearances

| Sl. No. | Item | Agency |
|---------|---|---|
| 1. | Traffic Management during operation | Police |
| 2. | Approval for import of equipment and machinery | Ministry of Finance/ RBI |
| 3. | Exemption of excise duty on construction material | Ministry of Finance/ RBI |
| 4. | Clearance for cutting and transporting soil | Department of mines and minerals |
| 5. | Permit for extraction of boulder/ soil from quarry in government & private land | ADM mines Village Panchayat Local Municipalities & Development authorities. |
| 6. | Permit for installation of crusher | Village Panchayat & Pollution board |
| 7. | Licence for explosives | Explosive controller |
| 8. | Licence for storing diesel | Explosive controller |
| 9. | Installation of DG | State Electricity Board |
| 10. | Electrical connection | State Electricity Board |
| 11. | Extraction of water from river/ reservoir | State Irrigation Department |
| 12. | Installation of Batching plant | Inspector of factories Pollution Department |
| 13. | Permit for installation of Asphalt plant | Village Panchayat & Pollution board |
| 14. | Sewage & water lines | Local Municipalities & Development authorities. |
| Sl. No. | Item | Agency |
| 15. | Clearance for employing labour EPC Contractor | Labour Commissioner |
| 16. | Clearance for blasting, boilers, and all other aspects relating to all site Works | Commissioner of Explosives and Police Department, |
| 17. | Employment of migrant labour | Labour Commissioner |
| 18. | Labour camps | District Health Officer |

Chetak Enterprises Limited

Authorized Signatory

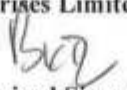
Shamaji Expressway Pvt. Ltd.

Authorized Signatory

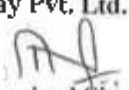
Any other clearances mentioned in the Concession Agreement related to Construction of the work.

A 4.3 Concessionaire's Clearances: Nil

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

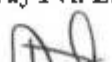
PROJECT CONTRACTS

- (A) This Contract (including the Appendices) and addendum;
- (B) Concession Agreement dated 2nd May 2018
- (C) Letter of Acceptance dated 1st Sep 2018
- (D) Contract Drawings.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

TESTS

A 6.1 Setting of Field Laboratory by The EPC Contractors:

The EPC Contractor shall set up a field laboratory of his own at the work site which should be open for use and inspection by Concessionaire's Representative/ IC/ NHAI at any time. Concessionaire's Representative shall inspect the field laboratory upon setting up (and periodically thereafter) and verify the adequacy and accuracy of all equipment thereof. All the pressure gauges and other measuring equipment of the laboratory shall be checked and calibrated regularly as per codal requirement and as directed by the Concessionaire's Representative and the Test certificates shall be furnished to the Concessionaire's Representative. The EPC Contractor shall render all reasonable assistance and help in making such checks and Tests. The cost of all checks and calibrations shall be borne by the EPC Contractor. The cost of all Tests for materials shall be borne by the EPC Contractor.

The Concessionaire shall depute a Manager/ QC & Lab In-Charge for proper Quality Control and the required balance supporting field/ laboratory staff shall be provided by the EPC Contractor as per the requirement. However, this shall not absolve the EPC Contractor from his obligations and duties whatsoever.

A 6.2 Testing

If Concessionaire's Representative requires some Tests, the EPC Contractor shall carry out such Tests in accordance with the conditions of this Contract and this Appendix. The EPC Contractor shall provide all documents and other information necessary for testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such Tests efficiently. The EPC Contractor shall provide such engineering support and technical know-how as Concessionaire's Representative shall reasonably request for the purpose of the Tests.

If the Tests required are elaborate and require prior setting up of equipment or instruments, the EPC Contractor shall agree, with Concessionaire's Representative, the time and place for the testing. Concessionaire's Representative shall give the EPC Contractor not less than 24 hours' notice of his intention to attend such Tests. The EPC Contractor shall provide sufficient suitably qualified and experienced staff to carry out such Tests.

The EPC Contractor shall promptly forward to Concessionaire's Representative duly certified reports of the Tests. When the specified Tests have been passed, Concessionaire's Representative shall endorse the EPC Contractor's Test certificate, or issue a confirmation to him, to that effect.

The Tests shall include checking of construction records, documents and Drawings, trial runs, checks of profiles and levels, borings and cores or any other tests that may be reasonably necessary to confirm that the Works meet the specifications.

Chetak Enterprises Limited


 Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


 Authorized Signatory

A 6.3 Quality Control & Assurance Plan

The EPC Contractor shall submit a detailed Quality Assurance plan for the project and shall get it approved from the Concessionaire's Representative before start of the work. After approval of the same, the EPC Contractor shall strictly adhere to the requirements of the Quality Control & Assurance Plan. The Quality Control & Assurance plan shall include but not limited to the following:

1. List of Tests (Field & Laboratory) to be performed for the Project Highway.
2. Procedures of all Tests (Field & Laboratory)
3. Frequency & periodicity of all the Tests (Field & Laboratory)
4. Block formats of all Test reports
5. Organisation chart of Quality control team

A 6.4 Test Certificates

All manufacturers certificates of Tests, proof sheets, mill sheets etc. showing that the materials have been tested in accordance with the requirements of the appropriate Indian Standard, other relevant Standard Specification or these specifications shall be supplied free of charge on request to the Concessionaire's Representative. Such details shall be submitted with every new batch of materials used at site.

If required Samples of the following materials shall be submitted to the Concessionaire's Representative for testing and approval.

- i. Stone hard core and filling
- ii. Aggregate
- iii. HTS wire
- iv. Bituminous materials
- v. Cement
- vi. Any other materials as directed by Concessionaire's Representative

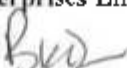
Samples provided to the Concessionaire's Representative for retention shall be in labelled boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples shall be rejected.

Samples required for testing and approval must be supplied giving sufficient time to allow for such testing and approval. Due allowance being made to the fact that if samples are rejected further samples shall be required. Delay to the work arising from the late submission of samples shall not be acceptable as a reason for delay in the completion of the Works.

If the materials are not found to comply with the various provisions laid down in the relevant Codes, other relevant standard specifications or these specifications, the same shall be rejected irrespective of the test certificate submitted by the EPC Contractor.

In addition, the Concessionaire's Representative shall have the right to request the EPC Contractor at any time to draw samples of aggregates or any other materials from stockpiles on the site or any other locations to be indicated by the Concessionaire's Representative or his representative. The samples are to be drawn in accordance with IS 2386 and tested in a laboratory approved by the

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

Concessionaire's Representative in accordance with the appropriate clauses of IS 2386 at the cost of the EPC Contractor.

The Concessionaire's Representative is entitled to inspect any place where any materials including steel-work, RCC pipes, pre-cast slabs, etc., are being fabricated, manufactured or assembled. The EPC Contractor shall carry out Tests at such locations (as are reasonably required).

A 6.5 Tests on Completion

A 6.5.1 Notice of Readiness

As soon as construction of the Works has, in the opinion of the EPC Contractor, reached Substantial Completion, the EPC Contractor shall so notify Concessionaire's Representative and the Independent Engineer as per the Concession Agreement

A 6.5.2 Tests on Completion Of Construction

The EPC Contractor shall carry out the Tests on Completion of construction after he has provided the relevant documents as required by Concessionaire's Representative. The EPC Contractor shall give to Concessionaire's Representative and the Independent Engineer 21 days' notice of the date after which the EPC Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Independent Engineer shall instruct.

The results of the Tests on Completion shall be compiled and evaluated by Concessionaire's Representative, the Independent Engineers and the EPC Contractor. As soon the Tests on Completion have been carried out, the EPC Contractor shall provide Concessionaire's Representative and the Independent Engineers with a certified report of the results of all such Tests, and documents in support thereof.

A 6.5.3 Delayed Tests

If the Tests on Completion are being unduly delayed by the EPC Contractor, Concessionaire's Representative may by notice require the EPC Contractor to carry out such Tests within 21 days after the receipt of such notice. The EPC Contractor shall carry out such Tests on such day or days within that period as the EPC Contractor may fix and of which he shall give notice to Concessionaire's Representative and the Independent Engineer.

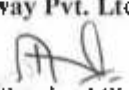
If the EPC Contractor fails to carry out the Tests on Completion within 21 days, Concessionaire's Representative may proceed with such Tests. All such Tests so carried out by Concessionaire's Representative shall be at the risk and cost of the EPC Contractor. These Tests on Completion shall then be deemed to have been carried out in the presence of the EPC Contractor and the results of such Tests and the costs shall be accepted as accurate.

A 6.5.4 Re-Testing

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

If the Tests on Completion are not satisfied, the Works shall not be deemed fit for Substantial Completion and Concessionaire's Representative may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions.

A 6.5.5 Failure to Pass Tests On Completion

If the works or a part thereof, fails to pass the Tests on Completion repeated under Clause 6.5.4, the Concessionaire's Representative shall be entitled to:

- (a) order further repetition of Tests on Completion under Clause 6.5.4, in which case the EPC Contractor shall be obliged to carry out such adjustments, repairs, replacements and/or modifications as may be required to ensure that the Works or part achieve the specifications; or
- (b) if the Works are Substantially Complete, issue a Taking Over Certificate upon receipt of written instructions from Concessionaire's Representative to that effect. The issue of a Taking Over Certificate under this Clause, shall not relieve the EPC Contractor of the obligation successfully to conclude the Tests and the EPC Contractor shall be obliged to carry out such adjustments, repairs, replacements and/or modifications as may be required to ensure that the Works or part achieve the specifications.
- (c) reject the Works or part (as the case may be), in which event the EPC Contractor shall proceed with its obligations under this Contract and Concessionaire shall all rights and remedies against the EPC Contractor as are provided in this Contract.

A 6.6 Tests to Be Continual

The nature of the Works is such that they shall be inspected and tested on a continuous basis as the work progresses and such Tests and inspections shall be completely at the discretion of Concessionaire's Representative, in accordance with technical requirements and Good Industry Practices.

Notwithstanding any such Tests carried out during the progress of the work, the EPC Contractor shall carry out and complete the Tests on Completion, for the Stage 1 Works and for which Partial Completion Certificate is to be Taken Over. These Tests shall include, but not be restricted to the following:

- i. checking of construction records, documents and Drawings,
- ii. trial runs, and roughness measurements
- iii. checks of profiles and levels,
- iv. borings and cores
- v. check for waterway and drainage system

Chetak Enterprises Limited

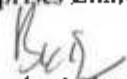

Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

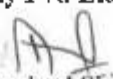
- vi. check of erosion control measures
- vii. check for signs, markers and road furniture
- viii. any other tests that may be reasonably necessary to confirm that the Works meet the specifications.

Chetak Enterprises Limited


Authorized Signatory

Page 88

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

Not Applicable

APPENDIX – 7

Chetak Enterprises Limited


Authorized Signatory

Page 89

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

INSURANCE

Insurance for the Works shall conform to details as mentioned below.

The insurance package during Construction phase, as given above has been made on the assumption that EPC Contractor/Operator shall take the routine insurance for EPC Contractor's equipment, express freight, marine cargo, workmen's compensation, Group accident, Group mediclaim, Machinery breakdown, etc.

EPC Contractor's All Risk (CAR) policy shall be taken by the Concessionaire. The insurances shall include but not limited to following:

| S.N. | Type | Insured | Sum Insured | Responsibility |
|------|--|-----------------------------------|--|----------------|
| 1. | EPC Contractor's "All Risks" (CAR) | SEPL/Authority & EPC Contractor | A sum equivalent to the Construction Contract value. | Concessionaire |
| 2. | Third Party Liability with cross liability | SEPL /Authority & EPC Contractor | Indemnity limit to cater for death an injury to Third parties and damage to the third Party Property. Insurance payable per any one occurrence would be maximum Rs.50 Lakhs with aggregate coverage of Rs. 2 Crores. | Concessionaire |
| 3. | Removal of Debris | SEPL /Authority & EPC Contractor | Cost of removing the debris following damage. Suitable amount to be incorporated | Concessionaire |
| 4. | Design Defects | SEPL/Authorrithy & EPC Contractor | To cover any loss or damage that in account of Design | Concessionaire |
| 5. | Surrounding Property | SEPL/Authority & EPC Contractor | To cover any loss to surrounding property due to carrying out of Works. (Rs. 1 Crore) | Concessionaire |
| 6. | Escalation | SEPL /Authority & EPC Contractor | Escalation Provision | Concessionaire |
| 7. | Workmen's Compensation | EPC Contractor | As per statutory requirements | EPC Contractor |
| 8. | Advance Loss of Profits (ALOP) | As extension to CAR | Loss of income due to time overrun | Concessionaire |
| 9. | EPC Contractor's equipment | EPC Contractor | EPC Contractor's machinery and Breakdown of the machinery | EPC Contractor |
| 10. | Group mediclaim | EPC Contractor | Group accident and mediclaim | EPC Contractor |
| 11. | Freight | EPC Contractor | Express freight and marine cargo | EPC Contractor |

Chetak Enterprises Limited


 Authorized Signatory

Shamlaji Expressway Pvt. Ltd.

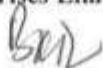

 Authorized Signatory

APPENDIX 9

ENVIRONMENTAL MANAGEMENT PLAN

All the Environmental Management Plan activities shall be monitored in terms of Concession Agreement.

Chetak Enterprises Limited


Authorized Signatory

Page 91

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

LABOUR LAWS

The EPC Contractor shall, at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bye laws including all statutory amendments, and re-enactment of State or Central Government and other local authorities and any other enactment's, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Child Labour Prohibition and Regulation Act, 1986, Factories Act, 1948, Minimum Wages Act 1948, Provident Fund Regulations, Employees Provident Fund Act 1952, schemes made under the same Act, the Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, the Cess Act 1996 and also Labour Regulations mentioned in Annexure A to Section IV, health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the EPC Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the EPC Contractor, the Concessionaire's Representative shall have the right to deduct from any moneys due to the EPC Contractor, his amount of Performance Security or recover from the EPC Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the EPC Contractor, who shall, in no case, be treated, as the employees of the Employer at any point of time.

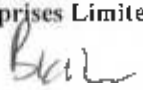
Fair Wages

- (a) The EPC Contractor shall pay the labours engaged by him on the work not less than fair wage which expression shall mean, whether for time or piecework, the respective rates of wages fixed by the Public Works Department as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.
- (b) The EPC Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/EPC Contractors in connection with the said Works as if the labourer had been directly employed by him.

NOTICES

- (a) The EPC Contractor shall, before he commences the work, display, and correctly maintain, in a clean and legible condition at a conspicuous place on the Project Site, notices in English and in a language spoken by the majority of the Workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Concessionaire's Representative.
- (b) (i) A workman shall be entitled to be represented in any investigation or enquiry under this Clause by:

Chetak Enterprises Limited


 Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


 Authorized Signatory

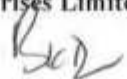
- An officer of a registered Trade Union of which he is a member.
 - An officer of a federation of Trade Unions to which the Trade Union referred to in previous sub-clause is affiliated.
 - Where the worker is not a member of any registered Trade Union, by an officer of a registered Trade Union connected with or by any other workmen employed in the industry in which the worker is employed.
- (ii) The EPC Contractor or Sub-EPC Contractor shall be entitled to be represented in any investigation or enquiry under this Clause by an officer of any Association of Employers of which he is a member.
- (iii) No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless all parties agree otherwise.

Safety Provisions

- A. The EPC Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The EPC Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.
- (i) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period Works as can be done safely from ladders. When a ladder is used, an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than $\frac{1}{4}$ to $(1/4)$ horizontal in 1 vertical.
 - (ii) Scaffolding or staging more than 3.25 metres above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have guard rails properly attached bolted, braced and otherwise secured at least 1 metres above the floor or platform of such scaffolding or staging and extending along the entire length may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support for structure.
 - (iii) Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (ii) above.
 - (iv) Every opening in floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.

- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. For ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.
- (vi) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The EPC Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the EPC Contractor be paid to compromise any claim by any such person.
- (vii) Excavation and Trenching: All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 20 metres in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground. Sides of a trench which is 1.5 metres or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of collapsing of sides. Excavated material shall not be placed within 1.5 metres of edge of trench or half the depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
- (viii) Demolition: Before any demolition work is commenced and also during the process of the work:
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged;
 - c) All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. O floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- (ix) All necessary personal safety equipment as considered adequate by the Concessionaire's Representative shall be available for use of persons employed on the Project Site and maintained in a condition suitable for immediate use and the EPC Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Chetak Enterprises Limited


Authorized Signatory

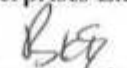
Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

- a) Workers employed on mixing asphaltic materials, cement, lime mortars/concrete shall be provided with protective footwear and protective goggles.
- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye-shield.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) when workers are employed in sewers and manholes, which is in use, the EPC Contractor shall insure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so open shall be cordons off with suitable railing and provide warning signals or boards to prevent accident to public.
- f) The EPC Contractor shall not employ men below the age of 18 years and workmen on the work or painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:
 - g) No paint contains lead or lead products shall be used except in the form of paste or ready-made paint.
 - h) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - i) Overalls shall be supplied by the EPC Contractor to workmen and adequate facilities shall be provided to enable workers to wash during and on close of day's work.
- (x) When work is done near any place where there is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (xi) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform the following:
 - a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.


- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold or of signals to operator.
 - d) In case of every hoisting machine and of every chain hook, shackle swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - e) In case of the Employer's machine, safe working load shall be notified by the Concessionaire or his representative. As regards EPC Contractor's machines, the EPC Contractor shall notify safe working load of each machine to Concessionaire's Representative or his representative whenever he brings it to site of work and get it verified by him.
- (xii) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards hoisting appliances shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided, workers shall not wear any rings, watches and carry keys or other material which are good conductors of electricity.
 - (xiii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 - (xiv) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the EPC Contractor.
 - (xv) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the EPC Contractor shall be open to inspection by the Concessionaire's Representative or his representative and the Inspecting Officer as defined in the EPC Contractor's Labour Regulation mentioned in thereafter these Documents as Annexure A of Section IV.
 - (xvi) Notwithstanding anything contained in conditions (i) to (xiv) above, the EPC Contractor shall remain liable to comply with the provisions of all Acts, rules, regulations and byelaws for the time being in force in India and applicable in this matter.

Chetak Enterprises Limited


Authorized Signatory

Page 96

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

- B. The EPC Contractor shall be responsible for observance, by his sub/EPC Contractors, of the forgoing provisions.
- C. For work carried out in the vicinity of any wade or quay, the EPC Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.

Footwear

The EPC Contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and all other types of work involving the use of tar, cement, etc., to the satisfaction of the Concessionaire or his Representative, and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the EPC Contractor.

Local Labour

The EPC Contractor is encouraged as far as possible to employ, in the execution of the Contract, qualified Indian citizens as workmen. Employment of expatriate personnel is subject to the Indian Laws and Regulations. In case the EPC Contractor wishes to employ expatriate personnel in any particular trade or skill required to execute the contract, the Employer will assist the EPC Contractor in obtaining permission for which the EPC Contractor shall submit requisite data.

Model Rules for Labour Welfare

i). Definitions:

- A. Workplace means a place at which, on an average, twenty or more workers are employed.
- B. Large workplace means a site at which, on an average, 250 or more workers are employed.

ii). First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works, First Aid Posts shall be established and be run by a trained compounded.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily

Chetak Enterprises Limited

Authorized Signatory

Shantlaji Expressway Pvt. Ltd.

Authorized Signatory

available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as prescribed. For this purpose, the relevant provisions of the Factory Rules of the State government of the area, where the work is carried on, may be taken as the prescribed standard.

iii). Accommodation for Labour:

The EPC Contractor shall during the progress of the Work provide, erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards and scales as approved by the Concessionaire's Representative.

iv). Drinking Water:

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

v). Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

vi). Scale of Accommodation in Latrines and Urinals:

There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scale:

| | No. of Seats |
|---|--------------|
| (a) Where number of persons does not exceed 50 | 2 |
| (b) Where number of persons exceed 50 but does not Exceed 100 | 3 |
| (c) For additional person per 100 or part thereof | 3 |

In particular cases, the Concessionaire's Representative shall have the power to increase the requirement, wherever necessary.

Chetak Enterprises Limited

Authorized Signatory

Shamlaji Expressway Pvt. Ltd.

Authorized Signatory

vii). **Latrines and Urinals:**

Except in workplaces provided with water/flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals screened from those for men and marked in the vernacular in conspicuous letters "For Women Only" shall be provided on the scale laid down in rule (vi). Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals.

viii). **Constructions of Latrines:**

Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least a thatched roof.

ix). **Disposal of Excreta:**

Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of suitable incinerator approved by the local medical, health and municipal or cantonment authorities. Alternatively, excreta may be disposed off by putting a layer of night soils at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The EPC Contractor shall, at his own expense, carryout all instructions issued to him by the Concessionaire's Representative to effect proper disposal of soil and other conservancy work in respect of EPC Contractor's work-purpose or employees on the site. The EPC Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

x). **Provisions of shelters during rest:**

At every workplace, there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

xi). **Creches:**

At a place at which 20 or more women are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting.

Chetak Enterprises Limited

Authorized Signatory

Shamlaji Expressway Pvt. Ltd.

Authorized Signatory

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two maids- servants in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the EPC Contractor shall provide at least one hut and one maid-servant to look after children of women workers.

Size of crèche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

xii). **Canteen:**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

- xiii). Planning, setting and erection of the above-mentioned structures shall be approved by the Concessionaire or his representative and the whole of such temporary accommodation shall at all times during the progress of the work be kept tidy and in a clean and sanitary condition to the satisfaction of the Concessionaire or his representative and at the EPC Contractor's expense. The EPC Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the Works, the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively scaled off and the whole of the site left clean and tidy at the EPC Contractor's expense, to the entire satisfaction of the Concessionaire

xiv). **Anti-malarial precaution:**

The EPC Contractor shall, at his expense, conform to all anti-malarial instructions given to him by the Concessionaire; including filling up any borrow pits which may have been dug by him.

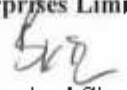
xv). **Enforcement:**

Inspecting Officer mentioned in the EPC Contractor's Labour Regulations or any other Officer nominated on his behalf by the Concessionaire shall report to the Concessionaire all cases of failure on the part of the EPC Contractor and/or his sub-EPC Contractor to comply with the provisions of these Rules either wholly or in part and the Concessionaire shall impose such fines and other penalties as are prescribed in the conditions of contract.

xvi). **Interpretations, etc.:**

On any question as to the application, interpretation or effect of these Rules, the legal decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

xvii). Amendments:

The Employer may, from time to time, add to, or amend these Rules and issue such directions as it may be considered necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

Regulation 1 – Definition

In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them.

- a. "Labour" means a worker employed by a EPC Contractor directly, or indirectly, through a sub-EPC Contractor, or by an agent on his behalf on a payment not exceeding **Rs. 10000-00** per month.
- b. "Wages" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall be less than the minimum rates of wages fixed under the Payment of Minimum Wages Act.
- c. "EPC Contractor" for the purpose of these regulations shall include an agent or sub-EPC Contractor employing labour on the work taken on contract.
- d. "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's Organization.
- e. "Form" means a form appended to these Regulations.


Regulation 2 – Notice of Commencement

- a. Name and situation of the work
- b. EPC Contractor's name and address
- c. Particulars of the Department for which the work is undertaken
- d. Name and address of sub-EPC Contractors as and when they are appointed
- e. Commencement and probable duration of the work
- f. Number of workers employed and likely to be employed
- g. Fair wages for different categories of workers.

Regulation 3 – Hours of Work and weekly Day of Rest

- a. Number of hours of work which shall constitute normal working day: The number of hours which shall constitute a normal working day for an adult shall be **NNE** hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest, it shall not spread over more than **Twelve** hours in a day. When an adult worker is made to work for more than nine hours on any day or for more than **FORTY – EIGHT** hours in a week, he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- b. Weekly Day of Rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least Ten days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted

Chetak Enterprises Limited


Authorized Signatory

Page 101

Shantilaji Expressway Pvt. Ltd.


Authorized Signatory

rest day, on one of the five days immediately before or after the rest day. Provided no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day. Where in accordance with the foregoing provisions, a worker works on the rest day and has been given a substituted rest day, he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression "ordinary rate of wages" means the fair wage the worker is entitled to.

Regulation 4 – Display of Notice Regarding Wages, Weekly day of Rest, etc.

The EPC Contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The EPC Contractor shall send a copy each of such notice to the Inspecting Officer.

Regulation 5 – Fixation of Wage Periods

The EPC Contractor shall fix wage periods in respects of which wages shall be payable. No wage period shall normally exceed one week.

Regulation 6 – Payment of Wages

- a. Wages due to every worker shall be paid to him direct. All wages should be paid in current counts or currency or in both.
- b. Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000
- c. When employment of any worker is terminated by or on behalf of the EPC Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- d. Payment of wages shall be delivered at the Work Site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the Work site within 48 hours of the last working day and during normal time.

Note: The term "working Day" means a day on which the work on which the labour is employed is in progress.

Regulation 7 – Register of Workmen

A register of workmen shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible and relevant particulars of every workman shall be entered therein within THREE days of his employment.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

Regulation 8 – Employment Card

The EPC Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the EPC Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the EPC Contractor and returned to the worker.

Regulation 9 – Register of wages, etc.


- a. A Register of wages cum Master Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- b. A wage slip in the form appended to these regulations shall be issued to every worker employed by the EPC Contractor at least a day prior to disbursement of wages.

Regulation 10 – Fines and Deductions which may be made from Wages

- a. Wages of a worker shall be paid to him without any deductions of any kind except the following.
 - i. Fines;
 - ii. Deductions for absence from duty; i.e. from the place of his employment where he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - iii. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which is required to be accounted for, where such damage or loss is directly attributable to his neglect or default;
 - iv. Deductions for recovery of advances or for adjustment of overpayment of wages, advance granted being entered in a register; and
 - v. Any other deductions which the Employer may from time to time allows.
- b. No fines shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- c. No fines shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines deductions.
- d. The total amount of fines which may be imposed in any one wage period of a worker shall not exceed an amount equal to 0.3% of the wages payable to him in respect of that wage period.

No fine imposed on a worker shall be recovered from him on instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be

Chetak Enterprises Limited


Authorized Signatory

Page 103

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

The EPC Contractor shall maintain both in English and the local language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place on the Work Site.

The EPC Contractor shall maintain a register of fines and the register of deductions for damage or loss in the forms appended to these regulations which should be kept at the place of work.

Regulation 11 – Register of Accidents

The EPC Contractor shall maintain a register of accidents in such form as may be convenient at the workplace but the same shall include the following particulars:

- a. Full particulars of the labourers who met with accident
- b. Rate of wages
- c. Sex
- d. Age
- e. Nature of accident and cause of accident
- f. Time and date of accident
- g. Date and Time when admitted to hospital
- h. Date of discharge from the hospital
- i. Percentage of loss of earning capacity and disability as assessed by the Medical Officer
- j. Claim required to be paid under Workmen's Compensation Act
- k. Date of payment of compensation
- l. Amount paid with details of the person to whom the same was paid
- m. Authority by whom the compensation was assessed
- n. Remarks

Regulation 12 – Preservation of Register

The Register of workmen and the Register of wages cum Master Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

Regulation 13 – Enforcement

The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Concessionaire specifying the amounts representing Workers Dues and amount of penalty to be imposed on the EPC Contractor for breach of these regulations that have to be recovered from the EPC Contractor, indicating full details of the recoveries proposed and the reason therefore. It shall be obligatory on the part of the Concessionaire on receipt of such a report to deduct such amounts from payments due to the EPC Contractor.

Regulation 14 – Disposal of Amounts Recovered from the EPC Contractor

The Concessionaire shall arrange payment to workers concerned within FORTY-FIVE days receipt of a report from the Inspecting Officer except in cases where the EPC

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

Contractor had made an appeal under Regulation 16 of these regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Concessionaire wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

Regulation 15 – Welfare Fund

All moneys that are recovered by the Concessionaire by way of worker's dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of workers, etc. and also amounts recovered as penalty shall be credited to a Fund to be kept under the custody of the Employer for such benefits and welfare of workmen employed by EPC Contractors as the Concessionaire may deem fit.

Regulation 16 – Appeal against decision of Inspecting Officer

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of this appeal of the Concessionaire.

The decision of the Regional Labour Commissioner shall be final and binding upon the EPC Contractor and the Workmen.

Regulation 17 – Representation of Parties

Workmen shall be entitled to be represented in any investigation of enquiry under these Regulations by an Officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the worker is employed.

A EPC Contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of EPC Contractors of which he is a member or by an officer of a Federation of associations of EPC Contractors to which the said association is affiliated or by an officer of association of employees connected with, or by any other employer engaged in the industry in which the EPC Contractor is engaged.

No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations

Regulation 18 – Interpretation etc.

On any question as to the application, interpretation or effect of these regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) as the case may be, shall be final and binding.

Regulation 19 – Amendments

The Employer may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory

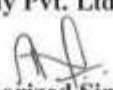
Project Mile Stone Details

| Mile Stone Details | Due Date | Conditions |
|--------------------------|--|---|
| I | 214 th Day from the date of appointment. | The EPC contractor shall have expended not less than 20% of the EPC Cost. Also, the EPC Contractor shall have Commenced the construction of the Project and achieved 20% Physical Progress. |
| II | 334 th Day from the date of appointment. | The EPC contractor shall have expended not less than 35% of the EPC Cost. Also the EPC Contractor shall have Commenced the construction of the Project and achieved 35% Physical Progress. |
| III | 584 th Day from the date of appointment. | The EPC contractor shall have expended not less than 75% of the EPC Cost. Also the EPC Contractor shall have Commenced the construction of the Project and achieved 75% Physical Progress. |
| Schedule completion date | 720 th Day from the date of appointment | On or before the schedule completion date the EPC Contractor shall have completed the project in accordance with this agreement. |

Chetak Enterprises Limited


Authorized Signatory

Shamlaji Expressway Pvt. Ltd.


Authorized Signatory