

BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
Appeal No. 44 of 2016

IN THE MATTER OF

Gujarat Khedut Samaj & Ors.

.. Appellants

Versus

Union of India & Ors

....Respondents

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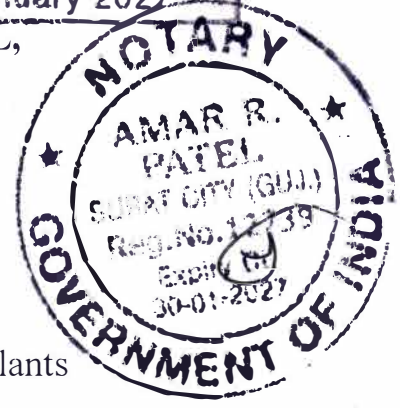


MV KINI LAW FIRM
ADVOCATES FOR THE RESPONDNT NO. 4 (NHAI)

PLACE: PUNE

DATE: 16.09.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH, PUNE**
Appeal No. 44 of 2016



IN THE MATTER OF:

Gujarat Khedut Samaj & Ors.

...Appellants

Versus

Union of India & Ors.

...Respondents

**ADDITIONAL REPLY ON BEHALF OF RESPONDENT NO. 4, NATIONAL
HIGHWAYS AUTHORITY OF INDIA (NHAI)**

Most respectfully submits as under:

1. That the present Reply is being filed in compliance with Order of the Hon'ble Tribunal dated 24.05.2024, vide which the Respondent No. 4 was granted the liberty to file an Additional Reply to bring on record latest developments in the matter.
2. It is submitted that Reply on behalf of the Respondent No. 4 has been filed on 19.10.2016 before the Hon'ble Tribunal and the same may be treated as part and parcel of this Reply to avoid prolixity. The Respondent herein seeks to bring on record, *inter alia*, the developments in respect of the subject matter.
3. It is submitted that this Hon'ble Tribunal vide its Order dated 07.11.2016 directed the parties to maintain status quo in respect of the project being the subject matter of the instant Appeal. Aggrieved by the same, the Respondent No. 2 and 4 herein filed an Interim Application MA No 406 of 2016 seeking to vacate the said status quo Order and the Applicant has filed their Reply thereto. The said Interim Application is pending adjudication. However, this Hon'ble Tribunal vide its Order dated 13.12.2016 observed that since the pleadings were complete, the Interim Application and the Appeal would be heard on merits and the same was listed for final hearing. Further, vide its Order dated 05.01.2017, this Hon'ble Tribunal clarified that the status quo

Project Director
National Highways Authority of India
PIU-SURAT

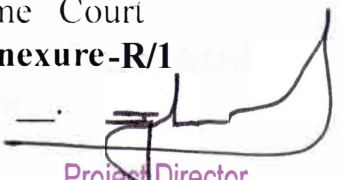
was in respect of construction activities at site only and all other pre-construction activities were allowed. Accordingly, Respondent No. 4 obtained all the requisite clearances for the stretch of 274kmsie from Km 254 to Km 378 and also issued letters of award of project to various contractors in respect of Phase I of the project.

4. That it is most pertinent to mention that the matter was dismissed on grounds of limitation, by the Hon'ble Tribunal vide Order dated 27.09.2018, by the Principal bench New Delhi. The said Order was challenged before the Hon'ble Supreme Court, by way of Civil Appeal No. 1132 of 2019, titled "*Gujarat Khedut Samaj & Ors. v. The Secretary & Ors.*". The matter was listed for hearing before the Supreme Court on 14.05.2024. The Hon'ble Supreme Court was of the view that Ld. NGT had given multiple hearings to the parties and had also passed order of status quo and modified the said order as well. In view thereof, the Hon'ble Supreme Court was of the opinion that Ld NGT would not be justified in dismissing the appeal after hearing the Appeal for two years. The operative portion of the Judgement passed by the Hon'ble Supreme Court is extracted hereunder for the sake of reference:

" In view of the above, we set aside the order passed by the NGT dismissing the appeal on the ground of delay and restore Appeal No. 44 of 2016 (WZ) on the file of the NGT. We have not expressed any opinion whatsoever on the merits of the matter. We would also permit the learned counsel for the respondent(s) to raise all objections on the merits of the case and inform the NGT regarding further developments of the case commencing from 2016 onwards. The parties are free to file such documents and materials as may be necessary for the case and the NGT shall consider and dispose of the matter within a period of four months from today. As the NGT has already entertained the appeal and continued hearing the matter for a period of two years and moreover, since the subject project is near completion, we have not examined the submissions on law relating to the interpretation of Section 16 of the Act as raised by Ms. Pinky Anand, learned senior counsel for the respondents(s).

We keep the question of law open to be considered in an appropriate case."

A copy of the Judgement of the Hon'ble Supreme Court dated 14.05.2024 is annexed herewith and marked as **Annexure-R/1**


Project Director
National Highways Authority of India
PIU-SURAT



5. It is submitted that the NHAI has been entrusted with the construction of 400km long Vadodara Mumbai Expressway (hereinafter referred to as "VME"). It is most pertinent to mention that the Ahmedabad-Vadodara expressway is already constructed and is in operation. Hence, the implementation of the VME is of utmost importance for completion of the Mumbai-Ahmedabad Road corridor. The said Mumbai-Ahmedabad Road Corridor carries the highest range of volume of traffic. In view of its national importance, the progress of the project is being reviewed by the Central Government, i.e. Prime Minister's Office (PMO), Govt. of Gujarat and Govt. of Maharashtra.

6. It is submitted that the VME project comprises of 471 kms to be developed in different phases. Phase I comprises of 274 kms from km 104 to km 378. The present Appeal is concerned with Phase I of the project alone. Out 274 kms of Phase I, all requisite clearances have been obtained for the stretch of 274 kms i.e. from Km 104 to Km 378.

7. That it is most pertinent to mention that significant progress has been made in the Project Stretch for which the Environmental Clearance was challenged. That Phase I of the Project Stretch comprises of 10 packages, out which, on 4 packages, substantial work has been completed, and in one package, 100% work is completed and the Completion Certificate was issued on 02.04.2024.

A copy of the Progress Report of the Project is annexed herewith and marked as **Annexure R/2**.

A copy of the LOA issued to the respective Contractors for the stretches as well as Completion Certificate issued to M/sAshoka Ankleshwar Manubar Expressway Private Limited is annexed herewith and marked as **Annexure -R/3 (Colly)**

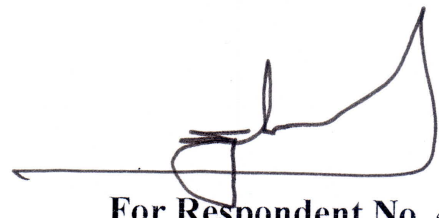
8. That the inter alia, the primary grievance of the Appellants is that public hearings were not conducted in a proper fashion. In this regard, it is submitted that an authorized officer of Respondent No. 4 was present at the public hearings held by Respondent No. 3 and this fact is borne out of the minutes of the public hearings annexed by the Appellants. Further, the

Project Director
National Highways Authority of India
PIU-SURAT

allegation that the objections raised by the public during the public hearings were not addressed is false. Respondent. No. 4 as well as the correspondence on record confirm that the objections raised by the public, were addressed by the Respondent in their replies. It is submitted that Respondent No. 3 received various representations and their objections were considered and addressed. Participants were allowed to speak and express grievances. Summary of minutes were read out. The said objections and replies thereto are part of the final EIA Report and were therefore, duly considered as well as recorded. Minutes of the Public Hearing are annexed to the Appeal and more particularly the letters addressed by the Appellants were considered and form part of the Minutes at pages 181-186, 316-322, 378-393 of the Appeal. The questions raised by the present four Appellants in the Public Hearings and vide their letters are addressed in detail and replied to. Therefore, the said Environmental Clearance was granted in compliance with EIA Notification 2006.

9. The work of the aforementioned stretch from Km 254 to Km 378 has been awarded in 5 packages costing Rs. 8711 Crores approx. It is submitted that all statutory clearances in respect of the aforesaid stretch have been obtained. It is submitted that there is an urgent need to extend the Expressway up to Mumbai to complete the corridor due to increasing traffic. It is humbly submitted that, in any event, the work of the aforesaid stretch is required to start on priority, otherwise it would cause a grave and serious loss to the public exchequer and national interest will stand jeopardized at the behest of a few vested interests.

10. Therefore, in light of the foregoing, it is most humbly prayed that the Appeal as filed by the Appellants deserves to be rejected with exemplary costs to prevent such blatant abuse of law, in the interest of justice and equity.



For Respondent No. 4

National Highways Authority of India

Project Director
National Highways Authority of India
PIU-SURAT



VERIFICATION

Solemnly affirmed at _____ on this _____ day of _____ 2024 that the contents of the above Affidavit are true to my knowledge. No part of it is false, and nothing material has been concealed therefrom.



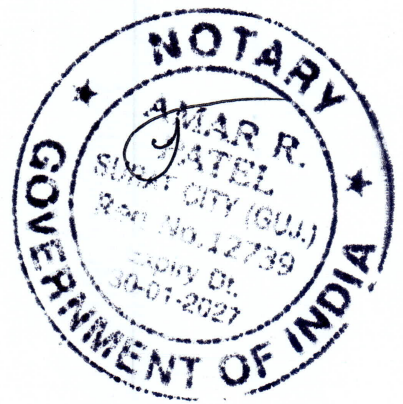
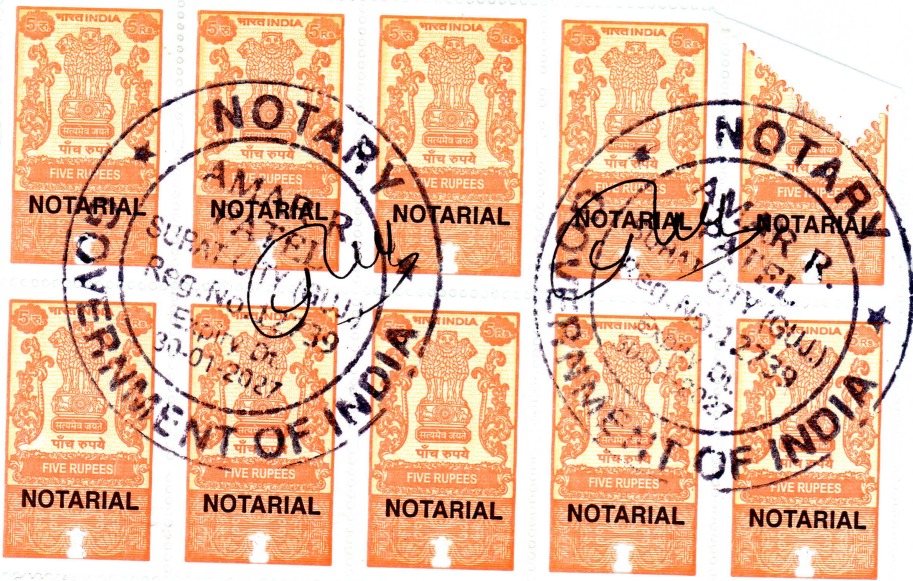
[Signature]
DEPONENT

Project Director
National Highways Authority of India
PIU-SURAT



BEFORE ME
[Signature]
AMAR R. PATEL
NOTARY
SURAT CITY (GUJ.)
GOVT. OF INDIA

Register Serial No. 2134
Date: - 2 AUG 2024
My Commission Expires
on 30th January 2027



IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). 1132 OF 2019

GUJARAT KHEDUT SAMAJ & ORS.

...Appellant(s)

Vs.

THE SECRETARY & ORS.

...Respondent(s)

O R D E R

1. This appeal is against the decision of the National Green Tribunal (for short, the "NGT"), Principal Bench, New Delhi in Appeal No. 44 of 2016(WZ) dated 27.09.2018.

2. The NGT by the order impugned herein dismissed the appeal on the ground of delay without entering into the merits of the matter. The short facts of the case are that National Highways Authority of India (NHAI) - the respondent no. 4 herein, applied for grant of Environmental Clearance (EC) for the Vadodara-Mumbai Expressway - Phase I. After detailed hearing in February, 2014, EC came to be granted on 11.02.2016. The appellants herein challenged the EC before the NGT on 28.07.2016.

3. The appeal was entertained by the NGT and it also passed interim orders directing maintenance of status quo between the parties. Thereafter, on 05.01.2017, the NGT also passed orders modifying earlier orders and permitted certain construction

activities. These orders are on record. However, on 27.09.2018, by the order impugned, the NGT dismissed the appeal on the ground of delay because the appeal was instituted beyond the limitation period (i.e., 30 + 60 days) as provided under Section 16 of the National Green Tribunal Act, 2010 (the "Act").

4. We are of the opinion that the NGT has not just entertained the challenge to environmental clearance made on 28.07.2016, it also continued the proceedings by giving multiple hearings to the parties. The NGT has passed order of status quo and has modified the said interim order(s) as well. The NGT would therefore not be justified in dismissing the appeal after two years of its entertainment.

5. In view of the above, we set aside the order passed by the NGT dismissing the appeal on the ground of delay and restore Appeal No. 44 of 2016 (WZ) on the file of the NGT. We have not expressed any opinion whatsoever on the merits of the matter. We would also permit the learned counsel for the respondent(s) to raise all objections on the merits of the case and inform the NGT regarding further developments of the case commencing from 2016 onwards. The parties are free to file such documents and materials as may be necessary for the case and the NGT shall consider and dispose of the matter within a period of four months from today. As the NGT has already entertained the appeal and continued hearing the matter for a period of two years and moreover, since the subject project is near completion, we have not examined the submissions on law relating to the interpretation of Section 16 of the Act as raised by Ms. Pinky Anand, learned senior counsel for the respondents(s).

We keep the question of law open to be considered in an appropriate case.

6. With these observations, the Civil Appeal is allowed.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.
[ARAVIND KUMAR]

NEW DELHI;
MAY 14, 2024.

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 1132/2019

GUJARAT KHEDUT SAMAJ & ORS.

Appellant(s)

VERSUS

THE SECRETARY & ORS.

Respondent(s)

IA No. 108587/2019 - CONDONATION OF DELAY IN FILING COUNTER
AFFIDAVITIA No. 15740/2019 - EXEMPTION FROM FILING C/C OF THE IMPUGNED
JUDGMENT

IA No. 15741/2019 - GRANT OF INTERIM RELIEF

IA No. 52675/2019 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURES

Date : 14-05-2024 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
HON'BLE MR. JUSTICE ARAVIND KUMAR

For Appellant(s) Mr. Prashant Bhushan, Sr. Adv.
Mr. Dushyant Manocha, Adv.
Ms. Anannya Ghosh, AOR
Mr. Brian Henry Moses, Adv.
Ms. Mrinalini Mishra, Adv.
Ms. Doel Bose, Adv.
Ms. Kashish Chhabra, Adv.

For Respondent(s) Ms. Aishwarya Bhati, A.S.G.
Mr. Gurmeet Singh Makker, AOR
Mr. Pranay Ranjan, Adv.
Ms. Archana Pathak Dave, Adv.
Mr. Ankur Talwar, Adv.
Mr. Navanjay Mahapatra, Adv.
Ms. Suhashini Sen, Adv.
Mr. Abhishek Atrey, Adv.

Ms. Ruchi Kohli, AOR
Ms. Srishti Mishra, Adv.

Ms. Pinky Anand, Sr. Adv.
Ms. Neetika Sharma, Adv.
Ms. Shrinkhla Tiwari, Adv.
Mr. Tavinder Sidhu, Adv.
M/S. M. V. Kini & Associates, AOR

10

UPON hearing the counsel the Court made the following
O R D E R

1. The Civil Appeal is allowed in terms of the Signed Order.
2. Pending applicaiton(s), if any, shall stand disposed of.

(KAPIL TANDON)
COURT MASTER (SH)

(NIDHI WASON)
COURT MASTER (NSH)

(Signed Order is placed on the file.)

Annexure-				
SR No	Project Name	Appointate Date	Schedule completion Date	Physical Progress Up to June-24
1	Vadodara Mumbai Expressway (Ankleshwar to Manubar) (Phase IA- Pkg IV)	10-Dec-18	9-Dec-20	97.12%
2	Vadodara Mumbai Expressway (Kim to Ankleshwar) (Phase IA - Pkg V)	1-Nov-19	31-Oct-21	61.95%
3	Vadodara Mumbai Expressway (Ena -Kim) (Phase IB - Pkg VI) [Km 217.500 to Km 254.430]	11-Dec-21	11-Dec-23	85.06%
4	Vadodara Mumbai Expressway (Gandeva to Ena) (Phase IB - Pkg VII) [Km 190.00 to Km 217.500]	9-Nov-21	9-Nov-23	76.07%
5	Vadodara Mumbai Expressway (Jujua to Gandeva) (Phase IB - Pkg VIII) [Km 154.600 to Km 190.000]	Appointed date yet to be declared		
6	Vadodara Mumbai Expressway (Karvad to Jujua) (Phase IB - Pkg IX) [Km 128.000 to Km 154.600]	13-Apr-24	13-Oct-25	0.00%
7	Vadodara Mumbai Expressway (Talsari to Karvad) (Phase IB - Pkg X) [Km 103.400 to Km 128.000]	22-Mar-22	21-Mar-24	21.46%

ANNEXURE-R/3 (Colly)

Details of LOA and Completion Certificate are as under:

Sr.no.	Package	Letter No.	Date	C/P Page no.	Remark
1	Package-IV	NHAI/VME Phase IA/HAM/Pkg IV/2018/115410	28.03.2018	1-2	LOA
2	Package-V	NHAI/VME Phase IA/HAM/Pkg V/2018/115399	28.03.2018	3-4	LOA
3	Package-VI	NHAI/BM/VME Phase IB/2018/Pkg VI	30.07.2020	5-6	LOA
4	Package-VII	NHAI/BM/VME Phase IB/2018/Pkg VII	31.07.2020	7-8	LOA
5	Package-VIII	NHAI/BM/VME/2023/Pkg-08/e-199 272/LOA	23.11.2023	9	LOA
6	Package-IX	NHAI/BM/VME/2023/Pkg-09/e-199 272/LOA	23.11.2023	10	LOA
7	Package-X	NHAI/BM/VME Phase IB/2018/Pkg X	30.03.2021	11-12	LOA
9	Package-IV	IE letter no. SAICPL/IE/Kim Expressway/MG/2024/23789	04.04.2024	13-15	Completion Certificate



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone 91-11-25074100/25074200

फैक्स / Fax 91-11-25093507 / 25093514

NHAI/VME Phase IA/HAM/Pkg IV/2018/115410

Date: 28.03.2018

To

M/s Ashoka Concessions Limited

S.No. 113/2, 5th Floor, Ashoka Business Enclave,

Wadala Road, Nashik-422009

Telephone No: 0253-3011705 (Extn. 1206)

E-mail Address: ajay.kankariya@ashokaconcessions.com

Fax Number: 0253-2236704

SUB: Construction of Eight Lane Vadodara Kim Expressway from Km 279.00 to Km 292.00 (Ankleshwar to Manubar Section of Vadodara Mumbai Expressway) in the State of Gujarat under NHDP Phase - VI on Hybrid Annuity mode (Phase IA-Package IV) on Hybrid Annuity Mode - LOA - Reg.

Ref: RFP submitted on 05.03.2018

Dear Sir,

This has reference to your Technical and Financial proposal submitted on 05.03.2018 for the subject project, NHAI hereby accepts your Financial Bid consisting of quoted Bid Project Cost of Rs. 1687.00 Crore (Rupees One Thousand Six Hundred and Eighty Seven Crores) only and First year O&M Cost of Rs.2.60 Crores (Rupees Two Crore Sixty lakhs) only and assessed Bid Price of 1497.86 Cr (Rupees One Thousand Four Hundred Ninety Seven Crores and Eighty Six Lakhs) only and declare you as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. The Construction Period is two years six months from the Appointed Date.

2. In accordance with the clause 3.8.4 of RFP, you are hereby requested to confirm your acceptance of this LOA within 7 days of its issue and return the duplicate copy of the LOA duly signed in acknowledgement thereof. Thereafter, you are required to execute the Concession Agreement within 45 days of issue of LOA as per Clause 1.3 of RFP.

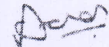
3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs. 84.35 Crores (Rupees Eighty Four Crores and Thirty Five Lacs) only i.e. 5% of Bid Project cost (as per Article 9 of DCA) within 30 (Thirty) days of the Date of Agreement. The Performance Security shall be valid for a period of one year from Appointed Date and shall be released earlier upon the Concessionaire expending on Project construction an

Dover

aggregate sum that is not less than 30% of the Bid Project Cost. Till that time the Concessionaire provides NHA1 with the Performance Security, the Bid Security shall remain in full force and effect (clause of Article-9 of DCA).

4. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendums/ corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully,



(K K Arora)

General Manager (Tech)
Expressways

Copy To: (i) RO Gujarat

(ii) PD, PIU-Surat (Expressway)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एव 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone 91-11-25074100/25074200

फैक्स / Fax 91-11-25093507 / 25093514

NHAI/VME Phase IA/HAM/Pkg V/2018/115399

Date: 28.03.2018

To

M/s Sadbhav Infrastructure Project Ltd
Sadbhav House, Opp Law Garden Police Chowki,
Ellisbridge, Ahmedabad-380006
E-mail: investor@sadbhavinfra.co.in
Telephone No. : +91 79 26463384, F: +91 79 26400210

SUB: Construction of Eight lane Vadodara Kim Expressway from Km 254.430 to Km 279.000 (Kim to Ankleshwar Section of Vadodara Mumbai Expressway) in the State of Gujarat under NHDP Phase - VI (Phase IA - Package V) on Hybrid Annuity Mode - LOA - Reg.

Ref: RFP submitted on 05.03.2018

Dear Sirs,

This has reference to your Technical and Financial proposal submitted on 05.03.2018 for the subject project, NHAI hereby accepts your Financial Bid consisting of quoted Bid Project Cost of Rs. 1404.00 Crore (Rupees One Thousand Four Hundred and Four Crores) only and First year O&M Cost of Rs.6.30 Crores (Rupees Six Crore Thirty lakhs) only and assessed Bid Price of 1311.26 Cr (Rupees One Thousand Three Hundred Eleven Crores and Twenty Six Lakhs) only and declare you as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. The Construction Period is 2 years from the Appointed Date.

2. In accordance with the clause 3.8.4 of RFP, you are hereby requested to confirm your acceptance of this LOA within 7 days of its issue and return the duplicate copy of the LOA duly signed in acknowledgement thereof. Thereafter, you are required to execute the Concession Agreement within 45 days of issue of LOA as per Clause 1.3 of RFP.

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs.70.20 Crores (Rupees Seventy Crores and Twenty Lakhs only) i.e. 5% of Bid Project cost (as per Article 9 of DCA) within 30 (Thirty) days of the Date of Agreement. The Performance Security shall be valid for a period of one year from Appointed Date and shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 30% of the Bid Project Cost. Till that time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect (clause of Article-9 of DCA).

Don

4. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendums/ corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully,



(K K Arora)

General Manager (Tech)

Expressways

Copy To: (i) RO Gujarat

(ii) PD, PHU-Surat (Expressway)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

Original

NHAI/BM/VME/Phase-IB/2018/Pkg VI

Dated: 30.07.2020

To,

M/s GR Infra Projects Limited,
GR House, Hiran Magari Sector - 11
Udaipur (Raj)- 3130001
Email - girish@grinfra.com, tender@grinfra.com

[Kind Attention: Sh. Girish Kumar Joshi, Senior Manager, Technical]

Subject: Construction of Eight lane access controlled Expressway from Km 217.500 to Km 254.430 of Vadodara Mumbai Expressway (Ena to Kim Section) in the State of Gujarat on Hybrid Annuity Mode under Bharatmala Pariyojana (Phase I-Package VI)-LOA Reg.

Reference: Your bid submitted on 03.07.2020 for subject project.

This is to notify that based on your bid submitted for the subject project, your offer of Bid Project Cost of Rs. 2187.00 Crore (Rupees two thousand one hundred eighty seven crore only) and First Year O&M Cost as Rs. 3.87 Crore (Rupees three crore eighty seven lakhs only) is hereby accepted by NHAI and you are hereby declared as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. Accordingly, this letter of Award (LOA) is being issued, in duplicate, to you in terms of clause 3.8.4 of the RFP.

2. Therefore, you are requested to ensure the following within stipulated time:

- (i) To sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 (Seven) days of receipt of LOA pursuant to Clause 3.8.4 of the RFP.
- (ii) To execute the Concession Agreement within 45 days from issue of LOA pursuant to Clause 1.3 of RFP and Recital (D) of draft Concession Agreement.
- (iii) To promote and incorporate the Concessionaire as a limited liability company under the Companies Act 2013 and as the entity which shall undertake and perform the obligations and exercise the rights of the selected Bidder under the LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for executing the Project pursuant to Recital (E) of draft Concession Agreement.
- (iv) The Concessionaire shall, for the performance of its obligations under Concession Agreement, provide to the Authority no later than 30 (thirty) days from the date of the agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5 (five) percent of bid project cost quoted by you in the form set forth in Schedule-F (the "Performance Security") pursuant to Clause 9.1.1 of draft Concession Agreement.

Robin
30/07/2020

3. You are required to comply with the above and all the terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Rohin
30/07/2020
(Rohin Kumar Gupta)
General Manager (Tech)-Bharatmala

Copy to:

- (i) RO, NHAI-Gujarat;
- (ii) PD, PIU, Surat Expressway

Copy for Record to:

- (i) CGM (PMD), NHAI HQ.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एंव 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 91-11-25074100/25074200

Original

NHAI/BM/VME/Phase-IB/2018/Pkg VII

Dated: 31.07.2020

To,
M/s IRB Infrastructure Developers Ltd
IRB Complex, Chandvadi Farm,
Chandvadi Village Andheri (East)
Mumbai - 400072
Email- business.development@irb.co.in

[Kind Attn. - Sh. Dhananjay K. Joshi, Chief Executive Officer]

Subject: Construction of Eight lane access-controlled Expressway from Km 190.000 to Km 217.500 of Vadodara Mumbai Expressway (Gandeva to Ena Section) in the State of Gujarat on Hybrid Annuity Mode under Bharatmala Pariyojana (Phase I- Package VII) LOA Reg.

Reference: Your bid submitted on 03.07.2020 for subject project.

This is to notify that based on your bid submitted for the subject project, your offer of Bid Project Cost of Rs. 1755.00 Crore (Rupees One Thousand Seven Hundred Fifty Five Crore only) and First Year O&M Cost as Rs. 8.10 Crore (Rupees Eight Crore Ten Lakhs only) is hereby accepted by NHAI and you are hereby declared as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. Accordingly, this letter of Award (LOA) is being issued, in duplicate, to you in terms of clause 3.8.4 of the RFP.

2. Therefore, you are requested to ensure the following within stipulated time:

- (i) To sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 (Seven) days of receipt of LOA pursuant to Clause 3.8.4 of the RFP.
- (ii) To execute the Concession Agreement within 45 days from issue of LOA pursuant to Clause 1.3 of RFP and Recital (D) of draft Concession Agreement.
- (iii) To promote and incorporate the Concessionaire as a limited liability company under the Companies Act 2013 and as the entity which shall undertake and perform the obligations and exercise the rights of the selected Bidder under the LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for executing the Project pursuant to Recital (E) of draft Concession Agreement.
- (iv) The Concessionaire shall, for the performance of its obligations under Concession Agreement, provide to the Authority no later than 30 (thirty) days from the date of the agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5 (five) percent of bid project cost quoted by you in the form set forth in Schedule-F (the "Performance Security") pursuant to Clause 9.1.1 of draft Concession Agreement.

Robin
31/07/2020

8

3. You are required to comply with the above and all the terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Rohin
31/07/2020

(Rohin Kumar Gupta)
General Manager (Tech)-Bharatmala

Copy to:

- (i) RO, NHAI-Gujarat;
- (ii) PD, PIU, Surat Expressway

Copy for Record to:

- (i) CGM (PMD), NHAI HQ.



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(राष्ट्रक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075
दूरभाष/Phone : 91-11-25074100 / 25074200



No. NHAI/BM/VME/2023/Pkg-08/e-199272/LOA

ORIGINAL
Dated: 23.11.2023

To,
Authorized Signatory
M/s Roadway Solutions India Infra Ltd.
Plot No 20, Survey No 29, Dhanjibuoy Society,
Behind Bizzbay, Off NIBM Road,
Pune-411048
E-Mail: info@rsipl.net

Sub.: Construction of Eight Lane Access Controlled Expressway from km. 154.600 to km. 190.000 of Vadodara Mumbai Expressway (Jujuwa to Gandeva Section) in the State of Gujarat on EPC Mode under Bharatmala Pariyojna (Phase-I-Package VIII) [Tender ID: 2023_NHAI_150606_1] - Letter of Acceptance (LOA)- Reg.

Ref.: Your bid for the subject work dated 11.07.2023.

Sir,

This is to notify you that your Bid dated 11.07.2023 for execution of the "Construction of Eight Lane Access Controlled Expressway from km. 154.600 to km. 190.000 of Vadodara Mumbai Expressway (Jujuwa to Gandeva Section) in the State of Gujarat on EPC Mode under Bharatmala Pariyojna (Phase-I-Package VIII)", at your quoted bid price amounting to Rs. 1228,00,00,000/- (Rupees Twelve Hundred Twenty Eight Crore Only) has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.

3. You are also requested to furnish Performance Security for an amount of Rs 36.84 Crore (Rupees Thirty Six Crore and Eighty Four Lakh Only) as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.

4. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days' time period, the award shall be deemed to be cancelled and Bid Security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours Sincerely,

(W. Blah)

I/c CGM (T) - Gujarat

Copy to:-

- (i) RO-Gujarat
- (ii) PD-PIU Surat



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



No. NHAI/BM/VME/2023/Pkg-09/e-199272/LOA

ORIGINAL
Dated: 23.11.2023

To,
Authorized Signatory
M/s Roadway Solutions India Infra Ltd.
Plot No 20, Survey No 29, Dhanjibuoy Society,
Behind Bizzbay, Off NIBM Road,
Pune-411048
E-Mail: info@rsipl.net

Sub.: Construction of Eight lane access-controlled Expressway from km 128.000 to km 154.600 of Vadodara Mumbai Expressway (Karvad to Jujuwa section) in the State of Gujarat on EPC Mode under Bharatmala Pariyojana (Phase I-Package IX) [Tender Id.: 2023_NHAI_150608_1]- Letter of Acceptance (LOA)- Reg.

Ref.: Your bid for the subject work dated 11.07.2023.

Sir,

This is to notify you that your Bid dated 11.07.2023 for execution of the "Construction of Eight lane access-controlled Expressway from km 128.000 to km 154.600 of Vadodara Mumbai Expressway (Karvad to Jujuwa section) in the State of Gujarat on EPC Mode under Bharatmala Pariyojana (Phase I-Package IX)", at your quoted bid price amounting to Rs. 821,00,00,000/- (Rupees Eight Hundred Twenty One Crore Only) has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.
3. You are also requested to furnish Performance Security for an amount of Rs 24.63 Crore (Rupees Twenty Four Crore and Sixty three Lakh Only) as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.
4. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days' time period, the award shall be deemed to be cancelled and Bid Security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours Sincerely,

(W. Blah)

I/c CGM(T)- Gujarat

Copy to:-

- (i) RO-Gujarat
- (ii) PD-PIU Surat



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एव 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

Original

NHAI/BM/VME Phase IB/2018/Pkg X

Date: 30.03.2021

To,

M/s Roadway Solutions India Infra Limited
Plot No. 20, Survey No. 29, Dhanjibuo Society,
Behind Bizzbay, Off NIBM Road, Pune - 411 048
Maharashtra

(Kind Attn. -Sh. Ameet Gahdoke, Managing Director)

Subject: Construction of Eight lane access controlled Expressway from Km 103.400 to Km 128.000 of Vadodara Mumbai Expressway (Talasari to Karvad Section) in the state of Gujarat, UT of DNH and Maharashtra on Hybrid Annuity Mode under Bharatmala Pariyojana (Phase I-Pkg-X) - LOA Reg.

Reference: Your-bid submitted on 09.11.2020 for subject project.

This is to notify that based on your bid submitted for the subject project, your offer of Bid Project Cost of Rs. 1259.00 Crore (Rupees One thousand Two Hundred Fifty Nine Crore Only) and First Year O&M Cost as Rs. 2.85 Crore (Rupees Two crore and Eighty Five Lakh Only) is hereby accepted by NHAI and you are hereby declared as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. Accordingly, this letter of Award (LOA) is being issued, in duplicate, to you in terms of clause 3.8.4 of the RFP.

2. Therefore, you are requested to ensure the following within stipulated time:
 - (i) To sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 (Seven) days of receipt of LOA pursuant to Clause 3.8.4 of the RFP.
 - (ii) To execute the Concession Agreement within 45 days from issue of LOA pursuant to Clause 1.3 of RFP and Recital (D) of draft Concession Agreement.
 - (iii) To promote and incorporate the Concessionaire as a limited liability company under the Companies Act 2013 and as the entity which shall undertake and perform the obligations and exercise the rights of the selected Bidder under the LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for executing the Project pursuant to Recital (E) of draft Concession Agreement.
 - (iv) The Concessionaire shall, for the performance of its obligations under Concession Agreement, provide to the Authority no later than 30 (thirty) days from the date of the agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3 (three) percent of bid project cost quoted by you in the form set forth in Schedule-F (the "Performance Security") pursuant to Clause 9.1.1 of draft Concession Agreement.

Rohin
30/03/2021

3. You are required to comply with the above and all the terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Rohin
30/03/2024

(Rohin Kumar Gupta)
General Manager (Tech)-Bharatmala

Copy to:

- (i) RO, NHAI-Gujarat
- (ii) PD, PIU Surat Expressway

Copy for Record to:

- (i) CGM (PMD), NHAI HQ.



SA INFRASTRUCTURE
CONSULTANTS PVT LTD

Project Office :
Bungalow No. 27 of Valli Issa (V. I.) Bungalows,
Dehgam, Dahej Road, Bharuch (Gujarat) - 392012 (INDIA)
Email- kimexpressway.sainfra@gmail.com

Ref.: SAICPL/IE/Kim Expressway/MG/2024/23789 Date: 04.04.2024

To,

The Project Director,

NHAI, PIU – Surat,

Base Camp, Opp. Vijay Mahadev Hotel

Village:- Choryasi, Tal. Kamrej

Dist. Surat

PIN – 394150, Gujarat.

M/s Ashoka Ankleshwar Manubar Expressway Pvt.Ltd.

C/o Ashoka Buildcon Limited,

Village: Dehgam, Bharuch

Taluka and District Bharuch,

Gujarat – 392012

Sub: Construction of Eight Lane Vadodara Kim Expressway from Km 279.00 to Km 292.00 (Ankleshwar to Manubar section of Vadodara Mumbai Expressway) in the State of Gujarat under NHDP Phase –VI on Hybrid Annuity Mode. **Issuance of Completion Certificate–Reg.**

Ref.:

1. RO's letter no. NHAI/12015/09/2020-RO-GNR/Tech./VME/Phase-1A/Pkg-IV/D-1108 dated 03.04.2024.
2. IE's letter no. SAICPL/IE/Kim Expressway/MG/2023/22953 dated 21.12.2023.
3. Site visit on 02.04.2024.

Dear Sir,

In reference to the above mentioned subject and letter no. SAICPL/IE/Kim Expressway/MG/2022/17638 dated 31.03.2022, Independent Engineer issued the Provisional Completion Certificate for the provisionally completed length of 11.250 Km out of total 13.000 Km, in accordance to Clause 14.3 of the Concession Agreement to the Concessionaire along with Punch List pertaining to the provisionally completed length. A balance length of 1.75 Km has been de-scoped and approved by Competent Authority vide letter No. NHAI/12015/09/2020-RO-GNR/Tech./VME/Pkg-IV/Surat/D-931 dated:19.03.2024.

Further, on successful completion of Tests as per provision of Article 14 and Schedule I of the Concession Agreement, the Independent Engineer vide letter under reference (2) has given, its Intention to Issue Completion Certificate and requested the Authority to give their consent.

A site visit was carried out by Regional-officer Gandhinagar along with Project Director, Independent Engineer's representative and Concessionaire's representatives on 02.04.2024. The punch list appended with the PCC was verified at site by Authority and IE's representatives. The Authority vide letter No. NHAI/12015/09/2020-RO-GNR/Tech./VME/Phase-1A/Pkg-IV/D-1108 dated 03.04.2024, has conveyed their consent to the Independent Engineer for issuance of

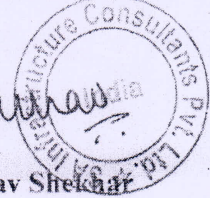
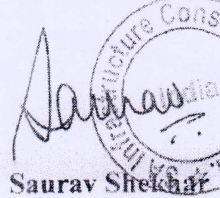
Completion Certificate (CC) for the completed length of 11.250 Km out of total 13.000 Km length w.e.f. 02.04.2024 as per the provision of Concession Agreement.

Accordingly, the Independent Engineer hereby issues the "Completion Certificate" in the form set forth in Schedule-J of the Concession Agreement for the above cited project w.e.f. 02.04.2024.

Thanking you and assuring of our best attention at all the times.

Yours sincerely,

For, SA Infrastructure Consultants Pvt. Ltd.



Saurav Shekhar
Independent Engineer

Encl.: Completion Certificate –Original (One for Authority, One for Concessionaire & One for Independent Engineer)

Copy to:-

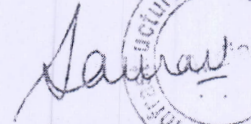

1. The CGM cum RO –Gandhinagar (Gujarat), National Highways Authority of India, 1st Floor, BSNL Telephone Exchange Building, "CH" Road, Sector-11, Gandhinagar – 382011 (Gujarat).
2. The General Manager (Tech) Bharatmala, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110075.
3. The Team Leader, M/s SA Infrastructure Consultants Pvt. Ltd., Bungalow No. – 27, B/H Maaruf Flats, Dahej Bypass Road, Near Dahegam Chokadi, Bharuch – 392001.

COMPLETION CERTIFICATE

1. I/We, "SA Infrastructure Consultants Pvt. Ltd." acting as Independent Engineer, under and in accordance with the Concession Agreement dated 11th day of May, 2018 (the "Agreement"), for development and operation of the **Construction of Eight Lane Vadodara Kim Expressway from Km 279.00 to Km 292.00, total length=11.25km (Original Project length of 13.000 Km which has subsequently revised to 11.25 Km), Ankleshwar to Manubar Section of Vadodara Mumbai Expressway, in the State of Gujarat under NHDP Phase -VI on Hybrid Annuity mode (Phase IA Package IV) Project (the "Project")** on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis, through "M/s Ashoka Ankleshwar Manubar Expressway Private Limited.", hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I/We am/are satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project length of 11.250 Km out of total 13.00 Km have been completed, and the Project is hereby declared fit for entry into commercial operation on this the **2nd day of April, 2024.**

SIGNED, SEALED AND DELIVERED

For and on behalf of

INDEPENDENT ENGINEER BY:
**Saurav Shekhar****Independent Engineer**1101A, 11th Floor, Tower A-II, Corporate Park,
Plot No.: 7A/1, Sector-142,
Noida 201301, Uttar Pradesh

From: delhi@mvkini.com
Sent: 31 August 2024 21:34
To: 'shrestha.abhimanue@gmail.com'
Cc: 'pushkal@mvkini.com'; 'Aravindakshan V. Nair'; 'litigation@mvkini.com'
Subject: Additional Reply in Appeal No. 44 of 2016, Gujarat Khedut Samaj & ors. V/s. (1) The Secretary, MoEF&C & 3 others, before the Hon'ble National Green Tribunal, Pune Bench.
Attachments: Reply NGT-Gujarat Khedut.pdf

Dear Sir/Ma'am,

We are the counsel for the Respondent No.4 – National Highways Authority of India and Servicing the Additional Reply in the subject matter.

Copy of said Reply is attached herewith.

Kindly treat the present email as advanced service to you for the captioned matter.

Kindly confirm receipt of this email.

This is for your information and record.

Best Regards

Shrinkhla Tiwari,
Associate



Law firm
o: (91)11 2437 1038/39/40 f: (91) 112437 9484
Kini House | 6/39 Jangpura-B | New Delhi 110 014
delhi@mvkini.com, www.mvkini.com

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