

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
AT NEW DELHI**

MEMORANDUM OF APPLICATION

(UNDER SECTION 18(1) READ WITH SECTION 14, 15, 16 & 17

OF

NATIONAL GREEN TRIBUNAL ACT, 2010)

ORIGINAL APPLICATION 636/2022

IN THE MATTER OF:-

ASHISH CHAUBEY

...APPLICANT

VERSUS

ACP TOLLWAYS PRIVATE LTD & ORS

... RESPONDENTS

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LUCKNOW
DATE: 16.10.2024

RESPONDENT NO. 1
THROUGH

Ravi Krishan Chandna

RAVI KRISHAN CHANDNA
CHAMBER NO. 602, BLK-III
DELHI HIGH COURT
NEW DELHI
9711752002, 9711754002
RAVIKRISHANCHANDNA@GMAIL.COM

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... RESPONDENTS

AMENDED REPLY ON BEHALF OF THE RESPONDENT NO. 1

1. That the present Original Application filed by the applicant is pending adjudication before this Hon'ble Tribunal and is fixed for consideration on 27.04.2023.
2. That the present original application is filed by the applicant seeking the following reliefs:-
 - a. *Issue an appropriate direction for the investigation of the aforementioned constructions and issue an appropriate order to the respondents for the compliance of the letter dated 31.05.2014 vide letter no. 3308014-2-2013-800(70)-2014 issued by the government of Uttar Pradesh to the no objection certificate.*

- b. Issue and appropriate order to the respondents for the compliance of the regulations and directions given by the Hon'ble Supreme Court of India, regarding no construction shall be made within the 10 kms of forest reserved area and Eco-Sensitive Zones.*
 - c. Direct an investigation for the enquiry of a collusion (if any) of the local authorities with the construction of illegal residential buildings and offices.*
 - d. Appoint a committee for assessment of the damage in the Eco-Sensitive Zone to the wildlife caused by the illegal construction by the respondent no. 1 and submit a report to this Hon'ble Court.*
 - e. Pass an appropriate order and direction to ensure that the illegal construction done by the respondent if in collusion with the local authorities may not be repeated in the future keeping the safety of wildlife in mind.*
 - f. Issue appropriate order and directions to the respondents to ensure restoration of the ecology damaged.*
3. That this Hon'ble Tribunal was pleased to issue notice to the respondent and the present reply is being filed by the respondent no. 1.

PRELIMINARY SUBMISSIONS AND OBJECTIONS

1. That the present application is an abuse to the process of this Hon'ble Tribunal and has been filed to mislead this Hon'ble Tribunal.
2. That the respondent no. 1 denies all the averments and allegations being raised in the OA unless specifically admitted, as the same are without any material facts and basis.
3. That the applicant has not approached this Hon'ble Tribunal with clean hands and is guilty of suppressing/concealing material facts.
4. That the applicant has no locus in the present application and the same has been filed with malafide intention to blackmail and extort money from the respondent no. 1. The present application has been filed seeking various reliefs in relation to the State Highway project in the state of Uttar Pradesh awarded by the Uttar Pradesh State Highway Authority (UPSHA) for Four Laning (with paved shoulders) of Varanasi-Shaktinagar road upto Hathi Nala (SH-5A) in the state of Uttar Pradesh on Design, Build, Finance, Operate and Transfer Basis (DBFOT). After obtaining all bids, Respondent no. 1 (M/s ACP Tollways Pvt. Ltd.) was declared as successful bidder and the Concession Agreement dated 08.12.2011 was executed between the Uttar Pradesh State Highway Authority (UPSHA) and Respondent / M/s ACP Tollways Pvt. Ltd.) as Concessionaire.

5. It is pertinent to mention that that the work of acquiring the land for the purpose of construction of the Highway is within the scope of the UPSHA and the land vests with the UPSHA. The answering respondent herein was merely a licensee for the purpose of implementation of the project as a concessionaire and after the completion of the concession period.
6. The latest PCOD has been issued by the Independent Engineers appointed under the Concession Agreement on 20.10.2016. No objection was ever raised by any authority or department at any point of time or during the construction period.
7. It is pertinent to mention that initially a similar kind of Application filed before this Hon'ble Tribunal title as "Chaudhary Yashwant Singh Vs State of UP and others challenging the implementation of the project and setting up of toll plaza. The said petition was dismissed by this Hon'ble Tribunal vide order dated **20.09.2016**. The said petition and the orders have been concealed from this Hon'ble Tribunal. The said judgement has attained finality and the said issues cannot be allowed to be reopened in the present case and the application as such is liable to be dismissed with heavy costs.

8. It is submitted that no cause of action ever arose in favour of the applicant to file the present OA before this Hon'ble Tribunal and the application merits dismissal on this ground alone.
9. That for the purpose of the implementation of the project, the land was demarcated, identified, acquired, and handed over to the concessionaire by the UPSHA for the purpose of construction of the State Highway and for the allied purposes in terms of the concession agreement.
10. It is pertinent to mention that even in the report of the Joint committee no such averment has been made that the construction has been raised beyond the land allocated and handed over to the concessionaries. The entire area on both sides of the road was allotted and handed over to the Concessionaire and the merely the location has been shifted and that too after due approval of the competent authority.
11. It is further submitted that on substantial completion of the construction work as laid down in the scope of the concession agreement, the Independent Engineer was notified for conducting of the necessary tests as per the clause 14 and all the necessary assistance was provided to the Independent Engineer. That upon completion of the said test as specified in the Schedule -I of the concession agreement, the Provisional completion certificate was issued as per the Schedule -J of the concession agreement and no violation has been committed by the answering respondent. The copies of the PCOD's are annexed herewith as

ANNEXURE A- 1

12. It is submitted that the Construction has been raised in accordance with the sanctioned plan only and the allegations made in the application are wrong and cannot be looked into. No construction has been raised on the protected area which comes under the Kaimoor Wildlife sanctuary or on the land declared forest reserve land as alleged.
13. It is further pertinent to mention that the land has been acquired by the UPSHA in accordance with law. It is pertinent to mention that the Land once acquired and taken over by the UPSHA for a specific purpose cannot be termed as the forest land more specifically after the transfer of the non forest land in accordance with applicable laws and regulations and notification of the same by the UPSHA / state govt as the RF under section 4 of the Indian Forest Act 1927.
14. It is pertinent to mention that after due compliance of the necessary requirement under the law, the possession of the land has changed the hands from the forest department to the UPSHA and then handed over by the UPSHA to the Concessionaire for the purpose of implementation of the project after completion of all the requisite conditions as required.
15. The portion handed over to the concessionaire on which the construction has been raised does not fall within the Eco Sensitive Zone as alleged in the present application as such no separate permission was required as alleged in the present application. The Concessionaire has not violated any terms or conditions as applicable to the present case.

16. It is submitted that the applicant herein is making an attempt to challenge the procedure followed and actions taken in accordance with law at the time of the construction of the project which cannot be looked into for the purpose of adjudication of the present case. The letter dated 31.03.2014 as relied upon by the applicant herein lays down the conditions to be followed at the time of implementation of the project and construction of the entire Highway. The said highway has already been completed and the completion certificate has also been granted to the concessionaire by the competent authority. The said permissions have already been placed on record of the present case in the matter of "Chaudhary Yashwant Singh Vs Union of India" decided by this Hon'ble Tribunal vide order as mentioned above.
17. The construction of the Office Building has been constructed within the demarcated land handed over by the UPSHA for implementation of project and raising construction in accordance with the permission granted by the UPSHA and other competent authorities. It is pertinent to mention that no unauthorized construction has been carried out nor any of the act of the answering respondent is in violation of any rules or regulations or the permissible user. The allegation of the applicant herein about the construction of the residential colony is false and frivolous and is liable to be ignored.
18. As mentioned above, the work of construction and augmentation was completed in the year 2016 and since then the project is running successfully and no objection has been raised by the competent authority or otherwise in relation to the same.

19. It is pertinent to mention here that cause of action if any arose in favour of the applicant on the date of raising of the said construction or issuance of the Provisional Completion Certificate by the competent authority / Independent Engineer. Neither any objection has been raised by any authority nor any action has been taken as the project as well as the building has been constructed in terms of the approval. Accordingly, the present application is barred by limitation and same shall be dismissed on this ground alone.
20. The allegation raised by the Applicant that the construction has been raised beyond the No Objection Certificate granted by the authority is false and frivolous. That the applicant has clearly failed to show any material in support of the said averment and accordingly the present application merits dismissal.
21. It is further submitted that the Respondent no. 1 has performed well within the contractual rights as granted in the Concession agreement for the construction of the administration block, and further all the necessary approvals for the same have been granted by the respondent no. 3.
22. That the applicant in garb of the present OA is only trying to extort money from the respondent no. 1, as the applicant has miserably failed to showcase as to how the respondent no. 1 has not complied with the necessary rules and regulations.

23. It is further submitted that the no objection has ever been taken by the competent authority in respect to any sort of illegal construction that may have been done by the respondent.
24. That as per the Concession Agreement dated 08.12.2011 the Uttar Pradesh State Highway Authority (UPSHA) was required to obtain all clearances and sanctions from the Central Government and other Environmental clearances necessary for the abovementioned project and the same have been obtained and given to Respondent / M/s ACP Tollways Pvt. Ltd.
25. That necessary clearance by the State Level Environment Impact Assessment Authority (SEIAA) and the Directorate of Environment Uttar Pradesh has also been duly granted to Uttar Pradesh State Highway Authority (UPSHA) vide letter dated 05.07.2011 wherein it is clearly mentioned that the aforesaid project does not fall within the purview of EIA Notification 2006 as amended in April, 2011. The said letter dated 05.07.2011 has been attached herewith as **ANNEXURE- 2**.
26. That the construction of Road for the Four Laning (with paved shoulders) of Varanasi-Shaktinagar road upto Hathi Nala (SH-5A) was commenced by the Concessionaire as per the terms of the Concession Agreement on 05.02.2013. The Toll Plaza was set up on 30.10.2015 and the Toll collection commenced on the same date as per Notification dated 30.10.2015 issued by the Authority. The said Notification dated 30.10.2015 has been annexed herewith as **ANNEXURE- 3**.

27. That Stage 1 and Stage 2 permissions by the Ministry of Environment, Forest and Climate Change for diversion of forest land, and clearance from the State Government in favour of Uttar Pradesh State Highway Authority (UPSHA) for widening/upgradation of Varanasi-Shaktinagar section of NH-5A in Mirzapur, Sonbhadra, Obra, Renukut Forest Divisions and Kaimur Wild life Sanctuary in the State of Uttar Pradesh was granted vide Notice dated 31.05.2013 and Notice dated 14.11.2013 respectively by the said Authority.
28. The Respondent No. 1 as Concessionaire is required to construct the Toll Plaza at the location as determined by the Employer. The above mentioned Stage 1 and Stage 2 permissions by the Ministry of Environment, Forest and Climate Change for diversion of forest land and clearance from the State Government in favour of Uttar Pradesh State Highway Authority (UPSHA) have been annexed herewith as **ANNEXURE-4 (COLLY)**.
29. That the location of the Toll Plaza is predetermined by the UPSHA and M/s ACP Tollways Pvt. Ltd has no role to play in deciding the location of the same. It is further submitted that as per the Concession Agreement dated 08.12.2011 the Uttar Pradesh State Highway Authority (UPSHA) was to procure the requisite clearances and sanctions and only after they were communicated to the Concessionaire the above said project was commenced.
30. That Concessionaire had no role to play in obtaining clearances from various authorities as alleged by the Applicant, and the Applicant has

completed the project with due permission from the Ministry of Environment, Forest and Climate Change obtained by Uttar Pradesh State Highway Authority (UPSHA) the details of which have already been mentioned hereinabove.

31. That neither any other person challenged the grant of Concession nor can the same be presently challenged as the Concessionaire has invested huge funds for the construction of the said Highway. It is further submitted that Respondent No. 1 has been wrongly impleaded as it has not violated any Rules and Regulations of any authority in the Construction of the Highway but has acted as per the instructions of the Employer.
32. It is pertinent to mention here that the respondent no. 3 was to appoint an independent engineer in accordance with the clause 23 of the concession agreement. The relevant portion is extracted below:-

“23.1 Appointment of Independent Engineer

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

may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3(three) years, and such procedure shall be repeated after expiry of each appointment.

23.2 Duties and functions

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

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

33. The Independent Engineer is the competent authority under the Concession agreement and has duly approved the designs and drawings of the project. The location and the plan submitted for the construction of the Administrative block was revised due to the feasibility of land for the purpose of raising construction and the revised plan was approved by the competent authority.
34. That the respondent no. 1 accordingly had sent the proposed drawings of the tollway to the independent Engineer which included the Administration block in the said proposed plan which was approved by the Independent Engineer vide letter dated 07.02.2015 and

11.02.202015. The Copies of the said letters are annexed as **Annexure 5 (Colly)**.

35. That the relevant clauses of the concession agreement are Annexed as **Annexure 6 (COLLY)**.
36. That the joint committee while submitting the report has failed to refer and rely the documents and details related to the project in question. It is pertinent to mention that the joint committee has relied upon the initial plan submitted for the purpose of construction of the Toll Plaza and the Administrative Block however, the said plan was subsequently revised and is being placed on record of the above case along with the present reply. The said report cannot be relied upon for the purpose of the adjudication of the present case.
37. That the present application has been filed without any basis and against the record of the present case. The application is without any merits and is liable to be dismissed with heavy costs.

PARA WISE REPLY

1. That the contents of the paragraph 1 of the OA needs no reply.
2. That the contents of the paragraph 2 of the OA needs no reply.
3. That the contents of the paragraph 3 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra. It is submitted that respondent no. 1 had opted to construct the said

building on Right Hand Side (RHS) of the Toll Plaza which is well within the Right of Way (ROW) earmarked for the Project after taking the required consent from the Independent Engineer/Authority.

4(i) That the contents of the paragraph 4(i) of the OA are denied for want of knowledge. The present OA shows the malafide intent and conduct of the Applicant which is against the contents of the para under reply.

4(ii) That the contents of the paragraph 4(ii) of the OA are denied. The construction of the said structures have been done on the land which was acquired by the respondent no. 3 and handed over to the respondent no. 1 for the construction of the said project. It was the respondent no. 3 which was to get all the clearance from the competent department/authority in respect to the project, which was eventually provided to the respondent no. 1 from the respondent no. 3.

4(iii) That the contents of the paragraph 4(iii) of the OA are wrong and denied. It is denied that the said structures are in violation of the said NOC dated 31.03.2014. it is further submitted that respondent no. 1 accordingly had sent the proposed drawings of the tollway to the independent Engineer which included the Administration block in the said proposed plan which was approved by the Independent Engineer vide letter dated 07.02.2015 and 11.02.2015. The said administration block was clearly reflected in the said proposed plan which was duly approved by the Independent Engineer.

4(iv) That the contents of the paragraph 4(iv) of the OA or the document referred in the same are not relevant for the purpose of adjudication of the present case. The applicant is making attempt to mislead this Hon'ble Tribunal by stating wrong facts and is liable to be dismissed with heavy costs.

4(v) That the contents of the paragraph 4(v) of the OA are wrong and denied. It is denied that the respondent no. 1 received any such notice from the applicant. It is further submitted that the applicant has no locus in the present issue if any, as no such allegation/issue was ever raised by the competent authority that the respondent no. 1 is aware of.

4(vi) That the contents of the paragraph 4(vi) are wrong and denied. The contentions of the applicant have already been replied, and the same are not repeated for the sake of brevity. It is denied that the respondent no. 1 received any such notice from the applicant. It is further submitted that the applicant has no locus in the present issue if any, as no such allegation/issue was ever raised by the competent authority that the respondent no. 1 is aware of.

4(vii) That the contents of the paragraph 4(vii) are wrong and are therefore denied. It is denied that there is any non-compliance of the NOC or the guide lines issued by the Hon'ble Supreme Court of India or that any illegal construction activity has been carried out by the respondent No.1. It is denied that any act of the respondent No. 1 needs any investigation or that the investigation has not been done. The letter issued by the applicant is without any basis and cannot be looked into.

4(viii) That the contents of the paragraph 4(viii) are wrong and denied. The contentions of the applicant have already been replied, and the same are not repeated for the sake of brevity.

REPLY TO GROUNDS

1. That the contents of the paragraph 1 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra. It is submitted that respondent no.

- 1 had opted to construct the said building on Right Hand Side (RHS) of the Toll Plaza which is well within the Right of Way (ROW) earmarked for the Project after taking the required consent from the Independent Engineer/Authority.
2. That the contents of the paragraph 2 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra.
 3. That the contents of the paragraph 3 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra.
 4. That the contents of the paragraph 4 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra.
 5. That the contents of the paragraph 5 of the OA are wrong and denied except insofar are matter of record. The construction of the said structures have been done on the land which was acquired by the respondent no. 3 and handed over to the respondent no. 1 for the construction of the said project. It was the respondent no. 3 which was to get all the clearance from the competent department/authority in respect to the project, which was eventually provided to the Respondent no. 1 from the Respondent No. 3.

6. That the contents of the paragraph 6 of the OA are wrong and misleading and are hence denied. It submitted that all issues related to toll gate were decided by the Hon'ble Tribunal and hence cannot be reopened again.
7. That the contents of the paragraph 7 of the OA are wrong and denied. It is submitted that the contention raised by the applicant are already dealt above hence are not repeated for the sake of brevity.
8. That the contents of the paragraph 8 of the OA are wrong and denied. It is submitted that the contention raised by the applicant are already dealt above hence are not repeated for the sake of brevity.
9. That the contents of the paragraph 9 of the OA are wrong and denied. It is submitted that the contention raised by the applicant are already dealt above hence are not repeated for the sake of brevity.
10. That the contents of the paragraph 10 of the OA are wrong and denied. It is submitted that the contention raised by the applicant are already dealt above hence are not repeated for the sake of brevity.

LIMITATION

That the contents of the corresponding paragraph in the OA are wrong and denied. It is submitted that the present application is hopelessly barred by limitation as the provisional competition certificate issued by the Independent Engineer and the respondent no. 3 in accordance with the concession agreement, hence the present application is not maintainable.

PRAYER

IN VIEW OF THE ABOVE FACTS AND SUBMISSION, THIS TRIBUNAL MAY BE PLEASED TO PASS THE FOLLOWING ORDER(S)/DIRECTION(S):-

- a. Dismiss the Original application filed by the applicant while imposing heavy cost.
- b. Pass any order that this Hon'ble Tribunal may deem fit and proper and in the interest of justice.

For ACP TOLLWAYS PVT. LTD.

As per Authorised Signatory

LUCKNOW

RESPONDENT NO. 1

DATE:16.10.2024 THROUGH

Ravi Krishan Chandna

RAVI KRISHAN CHANDNA
CHAMBER NO. 602, BLK-III
DELHI HIGH COURT
NEW DELHI
9711752002, 9711754002
RAVIKRISHANCHANDNA@GMAIL.COM



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...APPLICANT

VERSUS

ACP TOLLWAYS PRIVATE LTD & ORS

... RESPONDENTS

AFFIDAVIT

I, ASHISH TRIPATHI S/O SH. BHUMI NATH TRIPATHI AGED ABOUT 39 YEARS AUTHORISED REPRESENTATIVE OF THE RESPONDENT NO 1 HAVING ITS OFFICE AT B-9, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW 226010 UTTAR PRADESH, DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:

1. That I am the authorized representative of the Respondent no. 1 and I am well conversant with the facts and circumstances of the present case through the records of the company and am well competent to swear the instant Affidavit.

That I have instructed my counsel to draft the reply on my behalf and I have gone through the contents of the reply, and I state that the contents of the same are true and correct to my knowledge and belief derived from the records of the company.

Ashish
DEPONENT

Verification:

Verified at Lucknow, on this 16th day of October 2024 that the contents of the aforesaid affidavit are true and correct to my knowledge and belief and nothing material is concealed.

Sworn and Verified
before me.

Noorjahan
NOORJAHAN
Advocate & Notary
Civil Court, Lucknow
Registration No. 10943/15

Ashish
DEPONENT

I know & identify the deponent/Executant
who has signed/put his T.I. before me

S. J. Iqbal
S. J. Iqbal Advocate
Reg. No. 6043/1999
Adv 260



INC 9001 2008 Certified

CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

Annexure -1

Ref : CMEC/V-S/IE- 1228

Date : 29.10.2015

To

The Member (Technical)
UPSHA, 4th Floor,
Mandi Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow-226010

Sub: - Four laning with paved shoulder of Varanasi - Shaktinagar Road of SH-05A from Km 0.00 to Km 117.65 in the state of Uttar Pradesh on Design, Build, Finance, Operate and Transfer ('DBFOT') basis: Issue of Provisional Certificate.

Dear Sir,

With reference to above cited subject, we are submitting herewith the provisional completion certificate in accordance with Schedule- J and Clause no 14.3 of the Article -14 of the Concession Agreement for your information and necessary action.

Thanking you and assuring our best of service always.

Truly Yours,

(U K Pani)
Team Leader

Enclosure: a. Provisional Certificate as per Schedule J
b. Punch List of the incomplete works
c. Abstract of test as per Schedule-I.

CC: M/S, ACP Tollways Pvt. Ltd, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (UP) for information.

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, VIII - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005
Mob : 8601878209, 8601878210, E-mail : cmecvaranasi@gmail.com, cmecvaranasi@cmec.co.in

Regd. Office : Plot No 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN- 751002. Website : www.cmec.co.in
Telefax : 0674-2340541, Mob : 9437001665, 9437286623, E-mail : cmecbbsi@rediffmail.com



ISO 9001 2008 Certified

CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

PROVISIONAL CERTIFICATE

1. I, Sri Umakanta Pani, Team Leader, CMEC Consultants Engineer, acting as Independent Engineer, under and in accordance with the Concession Agreement dated 8th December 2011 (the "Agreement"), for Four lane with paved shoulder of the Varanasi-Shaktinagar section (km 0.00 to km 115.00) of State Highway No. 5A (the "Project Highway") on design, build, finance, operate and transfer (DBFOT) basis through M/s, ACP Tollways Pvt. Limited (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule -I of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
2. Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and /or rectify all such works in the time and manner set forth in the Agreement. I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Highway, pending completion thereof.
3. In view of the foregoing, I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into commercial operation on this the 29th day of October -2015.

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

(Signature)  

(Name and Designation)
Mr Rakesh Malik
Vice President (Concessions)

(Address)
B-9 Vibhuti Khand
Gomti Nagar, Lucknow- 226010

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)  

(Name and Designation)
Mr Umakanta Pani
Team Leader

(Address)
Plot# 551/2417, Samantarapur Chhak
Old Town, Bhubaneswar,
Odisha :751002

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, Vill - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005
Mob : 8601878209, 8601878210, E-mail : cmecvaranasi@gmail.com, cmecvaranasi@cmec.co.in
Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN-751002, Website : www.cmec.co.in
Telefax : 0674-2340541, Mob : 9437001665, 9437286823, E-mail : cmecbbsr@rediffmail.com

Provisional Commercial Operation Stretches

A. Main Carriageway

Section -1		LHS		RHS		Remarks
From	To	STR Length	Net Tollable Length	STR Length	Net Tollable Length	
0.000	1.000	-	1.000	-	1.000	
1.000	5.000	-	3.000	-	3.000	
11.000	23.120	1.025	11.095	1.025	11.095	Ahuara Viaduct
23.880	26.050	-	2.170	-	2.170	
26.050	28.050	2.000	-	2.000	2.000	Realignment Portion
28.050	30.575	-	-	2.525	-	Realignment Portion
28.050	30.144	2.094	-	-	-	Realignment Portion
30.144	53.602	-	23.458	-	-	
30.144	59.642	-	-	-	29.498	
55.040	59.642	-	4.602	-	-	
Total Section-1		5.119	45.325	5.550	48.763	47.044

Section -2		LHS		RHS		Remarks
From	To	STR Length	Net Tollable Length	STR Length	Net Tollable Length	
59.642	68.340	-	-	3.000	5.698	
62.700	69.120	-	6.420	-	-	
71.560	76.360	-	4.800	-	-	
73.600	76.450	-	-	-	2.850	
77.200	85.000	1.005	6.795	1.005	6.795	
86.000	87.884	-	1.884	-	1.884	
Total Section-2		1.005	19.899	4.005	17.227	18.563

Section -3		LHS		RHS		Remarks
From	To	STR Length	Net Tollable Length	STR Length	Net Tollable Length	
94.240	113.440	-	19.200	-	19.200	
Total Section-3		-	19.200	-	19.200	19.200

PCOD TOTAL Length (47.044 +18.563 +19.200)						84.807
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 Concessionaire
 Representative



 Team Leader
 (Independent Engineer)



CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

ISO 9001:2008 Certified

Ref: CMEC/V-S/IE-1352

Date: 30.03.2016

To
Member (Technical)
 U.P. State Highways Authority,
 4th Floor, Mandi Bhawan,
 Vibhuti Khand,
 Gomati Nagar, Lucknow-226010

3602
 30/3/16
 2:00 P.M.

Sub: Four lane with paved shoulder of Varanasi-Shaktinagar Road of SH-05A from Km 0.00 to Km117.65 in the State of Uttar Pradesh on Design, Built, Finance, Operate and Transfer ('DBFOT') basis:- Issue of Provisional Certificate of the balance work / Annual revision of Toll rate/ Validation of rates.

Ref: UPSHA letter no.-1865/Pravi-18(4CA)/2015-16/UPSHA/LKO, dt. 30.10.2015
 Our letter no.-CMEC/V-S/IE-1228, Dt. 29.10.2015
 Concessionaire letter no.-ACPTL/UPSHA/2016/521, Dt. 29.03.2016

Dear Sir,

With reference to above cited subject, we are submitting herewith the provisional completion certificate of the balance completed work in accordance with Schedule- J and Clause no 14.3 of the Article -14 of the Concession Agreement for your information and necessary action.

The revision of rate calculated as per Clause no. 5 of the Toll Policy of the concession agreement for completed stretches, which is enclosed herewith as Appendix- A,B & C. Also the rates have been validated the considering the WPI of January 2016 for entire project corridor, which is enclosed herewith as Appendix-D, E & F.

This is for your kind information and further necessary action.

Thanking you & assuring our best services at all the time.

Truly yours

U.K. Pani
 (U.K.Pani)
 Team Leader

Enclosure: a. Provisional Certificate as per Schedule J

- U.K. Pani*
- b. Revision of rates for completed stretch (Appendix-A,B &C)
 - c. Validation of rates for entire length (Appendix-D,E &F)

CC- M/s ACP Tollways Pvt. Ltd B-9, Vibhuti Khand, Gomati Nagar, Lucknow-226010(UP) for information.

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, VIII - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005

Mob. : 8601878209, 8601878210, E-mail : cmecvaranasi@gmail.com, cmecvaranasi@cmec.co.in

Regd. Office : Plot No 551/2417, Samantarapur Chhik, Old Town, Bhubaneswar, Odisha, PIN-751002, Website : www.cmec.co.in

Telefax : 0674-2340541, Mob. : 9437001665, 9437286623, E-mail:cmecbbsr@rediffmail.com



ISO 9001 2007 Certified

CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

PROVISIONAL CERTIFICATE

1. I, Sri Umakanta Pani ; Team Leader , CMEC Consultants Engineer, acting as Independent Engineer, under and in accordance with the Concession Agreement dated 8th December 2011 (the "Agreement"), for Four lane with paved shoulder of the Varanasi-Shaktinagar section (km 0.00 to km 115.00) of State Highway No: 5A (the "Project Highway") on design, build, finance, operate and transfer (DBFOT) basis through M/s, ACP Tollways Pvt. Limited (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule -I of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
2. Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and /or rectify all such works in the time and manner set forth in the Agreement. I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Highway, pending completion thereof.
3. In view of the foregoing, I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into commercial operation on this the 1st day of April-2016..

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

(Signature)



(Name and Designation)
Mr Rakesh Malik
Vice President (Concessions)

(Address)
B-9 Vibhuti Khand
Gomti Nagar, Lucknow- 226010

ACCEPTED, SIGNED, SEALED
AND DELIVERED
For and on behalf of
INDEPENDENT ENGINEER by:


(Signature)


(Name and Designation)
Mr Umakanta Pani
Team Leader

(Address)
Plot#.551/2417, Samantarapur Chhak
Old Town, Bhubaneswar,
Odisha :751002

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, Vill - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005

Mob - 8601878209, 8601878210, E-mail : cmecvaranasi@gmail.com, cmecvaranasi@cmec.co.in

Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN-751002, Website : www.cmec.co.in

Telefax : 0674-2340541, Mob. 9437801665, 9437286623, E-mail: cmecbbsr@rediffmail.com



ISO 9001 2008 Certified

CMEC Consulting Engineers

(Independent) Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis

Ref: CMEC/V-S/IE-1458

Date: 20.10.2016

To

Member (Technical)

U.P. State Highways Authority,

4th Floor, Mandi Bhawan,

Vibhuti Khand,

Gomati Nagar, Lucknow-226010

Sub: Four lane with paved shoulder of Varanasi-Shaktinagar Road of SH-05A from Km 0.00 to Km 117.65 in the State of Uttar Pradesh on Design, Built, Finance, Operate and Transfer ('DBFOT') basis:- **Issue of Provisional Certificate of the balance work.**

Dear Sir,

With reference to above cited subject, we are submitting herewith the provisional completion certificate of the balance work in accordance with Schedule- J and Clause no 14.3 of the Article -14 of the Concession Agreement for your information and necessary action.

The revision of rate calculated as per clause no. 5 of the Concession Agreement for completed stretches, which is enclosed herewith as appendix-B, C & D.

This is for your kind information and further necessary action.

Thanking you & assuring our best services at all the time.

Truly yours

(K. C. Sahoo)

Team Leader

- Enclosure:
- Provisional Certificate as per Schedule J
 - Punch List of the incomplete works (Appendix – A)
 - Revision of rates for completed stretch (Appendix B, C & C)
 - Abstract of test as per Schedule-I.

CC- M/s ACP Tollways Pvt. Ltd B-9, Vibhuti Khand, Gomati Nagar, Lucknow-226010(UP) for information.

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, Vill - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005
 Mob. : 8601878209, 8601878210, E-mail : cmecvaranasi@gmail.com, cmecvaranasi@cmec.co.in

Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN-751002, Website www.cmec.co.in
 Telefax : 0674-2340541, Mob. : 9437001665, 9437286623, E-mail: cmecbbsr@rediffmail.com



ISO 9001 2008 Certified

CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

PROVISIONAL CERTIFICATE

1. I, Sri Kishore Chandra Sahoo, Team Leader, CMEC Consultants Engineer, acting as Independent Engineer, under and in accordance with the Concession Agreement dated 8th December 2011 (the "Agreement"), for Four lane with paved shoulder of the Varanasi-Shaktinagar section (km 0.00 to km 115.00) of State Highway No. 5A (the "Project Highway") on design, build, finance, operate and transfer (DBFOT) basis through M/s, ACP Tollways Pvt. Limited (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule -I of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
2. Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and /or rectify all such works in the time and manner set forth in the Agreement. I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Highway, pending completion thereof.

In view of the foregoing, I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into commercial operation on this the 25th day of October 2016.

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



(Signature)

(Name and Designation)

Mr Rakesh Malik

Vice President (Concessions)

(Address)

B-9 Vibhuti Khand

Gomti Nagar, Lucknow- 226010

ACCEPTED, SIGNED, SEALED
AND DELIVERED
For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)

(Name and Designation)

Mr Kishore Chandra Sahoo

Team Leader

(Address)

Plot#.551/2417, Samantarapur Chhak

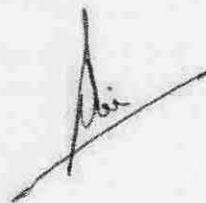
Old Town, Bhubaneswar,

Odisha :751002

Annexure-1
of APPENDIX-A

**Varanasi - Shaktinagar Road Project (5H05-A) Abstract Briefing the Scope/Length Completed/to be Completed Details
(From Ch. 0+00 to Ch. 113+440)**

SL. No	Section	Unit	Scope			PCOD -1 (30-Oct-15)	PCOD -2 (1-Apr-16)	Total Completed Length in PCOD 1 & 2	Balance to be Completed as on 1-Apr-16	Length being in PCOD -3	Balance Length yet to be Completed.	Remarks
			Net Length under coming in Toll Plaza	Highway Length	Structures Length							
A	B	C	D(E+F)	E	F	G	H	I(G+H)	J(D-L)	K	L(J-K)	M
1	Section- 1 (From Ch. 0.000 to Ch. 59.642 - Four Lane)	KM	59.642	55.462	4.18	51.224	2.398	53.622	6.02	5.86	0.16	Balance from km 1 to 2:- i) Ch. 1.230 to 1.300 = 70M ii) Ch. 1.710 to 1.800 = 90M Total Balance = 160M (Encroachments)
2	Section-2 (From Ch. 59.642 to Ch. 92.780 - six Lane)	KM	30.542	26.537	4.005	22.568	6.676	29.244	1.3	0.938	0.36	Balance from Ch. 89.300 to Ch. 88.940 = 360M (ROB @ 94.050) - Works is in progress
	Section- 2 (Markund Section - Four Lane)	KM	2.596	2.596	-	-	2.596	2.596	-	-	-	Nil
3	Section-3 (From Ch. 92.780 to Ch. 113.440 - Four Lane)	KM	20.66	20.66	-	19.2	1.46	20.66	-	-	-	Nil
	TOTAL	KM	113.44	105.255	8.185	92.992	13.13	106.122	7.32	6.80	0.52	Balance length






(ISO Certified)

CMEC Consulting Engineers Pvt. Ltd.

(Independent Engineer for Operation & Maintenance of Varanasi-Shaktinagar Road (SH-5A) developed on DBFOT basis in the state of Uttar Pradesh)

Ref : CMEC/UPSHA/Cor/4166

Dt. 20.01.2020

The Member (Technical)
U.P.State Highways Authority,
4th Floor , Mandi Bhawan ,
Vibhuti Khand,
Gomti Nagar , Lucknow-226010.

Sub : Independent Engineer services for supervision of Operation & Maintenance work of Varanasi-Shaktinagar Road upto Hathinala (SH-5A) on PPP basis in state of Uttar Pradesh- Issue of Completion Certificate under clause 14.2 and Schedule-J.

Ref: 1) Concessionaire Letter no. ACPTPL/UPSHA/CAMP/2019-20/1236 , dt.13.01.2020.
2) Concessionaire Letter no. ACPTPL/UPSHA/CAMP/2019-20/1240 , dt. 20.01.2020
3) Our letter no. CMEC/V-S/IE/O&M-56 dt. 05.07.2018.

Dear Sir,

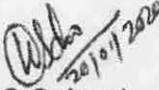
With reference to the letter cited in sl. no. 1 above, we have gone through our earlier correspondence and found that Independent Engineer had conveyed his opinion on this matter vide our letter no. O&M-56 dt. 05.07.2018. In that letter two locations covering a length of 160m (Km. 1+230 to Km. 1+300= 70m, Km. 1+710 to Km. 1+800= 90m) were indicated as the affected portion. Secondly 4 locations covering a length of 275m below the Robertsganj Flyover were indicated as affected for the Service road / drain construction. UPSHA vide his letter no. 1682 dt. 27.12.2019 had conveyed us the clearance of one location i.e. Sukla Medical (75m) for construction of the Service Road / Drain. However no communication had been received regarding the position of other 3 locations i.e. Ganga dairy = 100m, Petrol Pump (Bhadauli Chauk) = 50m, Near Chandi Chauraha (RHS) = 50m.

In this scenario a detail report regarding the clearance of the obstruction mentioned in our earlier letter may kindly be conveyed to us so that appropriate decision on issue of Completion Certificate can be taken up at our end.

Your prompt action in this regard shall enable us to take a judicious decision at our end.

Thanking you and assuring you our best services at all the time

Truly Yours,


(K.C.Sahoo)
Team Leader

CC to: M/s ACP Tollways Pvt. Ltd., B-9, Vibhuti Khand, Gomati Nagar, Lucknow- 226010 (UP).

Project Office : 1st Floor, Plot No. 1065, Near Daksh Group of ITI, Maruti Nagar, Madarawa, Po- Ramana, Lanka, Varanasi, Uttar Pradesh- 221005, Mob: 8400558874, 9125673631, E-mail : cmecvaranasi@gmail.com, Web: www.cmec.co.in

Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, Pin - 751002, Website : www.cmec.co.in, Telefax : 0674 - 2340541, Mob: 9937012167, 9437286623, E-mail : cmecbbsr@rediffmail.com, hrd@cmec.co.in

State level Environment Impact Assessment Authority, Uttar Pradesh

Directorate of Environment, U.P.
Dr. Bim Rao Ambedkar....
Vinet Khand-I, Gomtinagar,
Lucknow-226010
Phone: 91-522-2305541.

Ref: 1641/..../SEAC/784/2011/JDCA.

Date: 05/07' June, 2011

To

Mr. Isht Dev Prasad Rai,
Chief Executive Officer,
UP State Highways Authority,
4th Floor, Kisan Mandi Bhavan,,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010.

Subject: Regarding the Environmental Clearance for the Upgradation, Rehabilitation and widening of the existing Varanasi-Shaktinagar section of SH-SA (km 0.00 to km 115.00) to four-line with paved shoulders of the project state Highway in the state of U.P.

Dear Sir,

Please refer to your letter dated 13-04-2011 addressed to the Secretary, State Level Expert Appraisal Committee, UP on the subject as above. This is to inform you that the above said project had been taken up in the SEA meeting held on 29.04.2011. The SEAC observed that the project did not come under the purview of EIA Notification 2006 as amended on April, 2011. Hence the project need not be considered by the SEAC and the project proponent may be informed accordingly.

The State Level environment Impact Assessment Authority (SEAC) conducted the case and to held on 19.5.11 and agreed with the above recommendations of SEAC.

In the light of decision taken by SEIAA, it is being informed that your project does not come under purview of EIA notification, 2006 as amended on April, 2011.

Yours Sincerely,

Sd/-

Dr. C.S. Bhatt)

Member Secretary
SEIAA, U.P.

Copy for necessary....

1. the Secretary, Environment, U.P. Govt. Lucknow,.
2. Dr. Nalini Bhatt, Advisor, Ministry of Environment & Forests, Govt. of India, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi.
3. Chief Conservator, Ministry of Environment & Forest, Regional Office (Central Region), Kendriya Bhavan, 5th Floor, Sector-8, Aligarh, Lucknow.
4. The Member Secretary, U.P. Pollution Control Board, PICUP Bhawan, Gomti Ngar, Lucknow.

Yours Sincerely,

(Dr. Yashpal Singh)

Secretary SEAC and
Director, Environment Directorate
Govt. of U.P.)

उत्तर प्रदेश राज्य राजमार्ग प्राधिकरण

चतुर्थ तल, किसान मण्डी भवन, विभूति खण्ड,
गोमती नगर, लखनऊ- 226010

Annexure - 3

फोन/फैक्स नं० : 0522-4150311/377

वेबसाइट- <http://www.upsha.in>

पत्रांक: 1865/प्रावि0-18(4 सी.ए.)/2015-16/उपशा/लखनऊ
सेवा में,

दिनांक: 30 अक्टूबर, 2015

मेसर्स एफ़ो-चेतक-पटेल टॉलवेज प्रा0लि0,
एफ़ो हाउस, बी.-9, विभूति खण्ड,
गोमती नगर, लखनऊ-226010

विषय:- वाराणसी-शक्तिनगर मार्ग (एस0एच0-5ए) पर टोल कलेक्शन के दर के अनुमोदन के सम्बन्ध में।

सन्दर्भ:- निजी विकासकर्ता का पत्रांक-ACPTPL/UPSHA/CAMP/2015/390, dt. 29.10.2015.

महोदय,

उपरोक्त सन्दर्भित पत्र के क्रम में अवगत कराना है कि वाराणसी-शक्तिनगर मार्ग, लं0-115.00 किमी0 का निर्माण सार्वजनिक-निजी- सहभागिता (पी.पी.पी.-बी.ओ.टी.) पद्धति पर 75 प्रतिशत पूर्ण हो जाने के उपरान्त टीम लीडर, स्वतन्त्र अभियन्ता मेसर्स सी.एम.ई.सी. कंसल्टिंग इंजीनियर्स, भुवनेश्वर के पत्र संख्या-CMEC/V-S/IE-1228, दिनांक 29.10.2015 द्वारा मार्ग को Commercial Operation हेतु उपयुक्त पाए जाने के कारण मार्ग के किमी0 3.970 से किमी0 4.970(टोल प्लाजा-1), किमी0 67.275 से किमी0 68.275(टोल प्लाजा-2) एवं किमी0 108.054 से किमी0 109.990(टोल प्लाजा-3) पर स्थित टोल प्लाजा पर विभिन्न प्रकार के वाहनों से टोल टैक्स एकत्रित करने हेतु दिनांक 31 अक्टूबर, 2015 के 0.00 Hour से अधिकृत किया जाता है। स्वतन्त्र अभियन्ता द्वारा Provisional Completion Certificate के साथ संलग्न Punch List Items को अनुबन्ध के आर्टिकल-14.4 के अनुसार पूर्ण करना सुनिश्चित करें। टोल टैक्स की दरें संलग्न सूची के अनुसार है।

टोल कलेक्शन हेतु कार्यवाही टोल अधिसूचना संख्या-62/23-02-2011-11(Sa)/09 Lucknow, Dated 12 January, 2011 की शर्तों के अधीन की जानी है।

इस नियमावली के प्रस्तर-12 के अनुसार प्रत्येक प्रकार के वाहनों से टोल टैक्स की धनराशि हेतु Press Notice सम्बन्धित क्षेत्रों में वृहद् प्रसारित समाचार पत्रों के अंग्रेजी एवं हिन्दी संस्करणों में दिनांक 31 अक्टूबर, 2015 के पूर्व प्रकाशित कराना सुनिश्चित करें।

संलग्नक:- यथोक्त।

भवदीय,



(नवनीत सहगल)

आई.ए.एस.

मुख्य कार्यपालक अधिकारी

पत्रांक एवं दिनांक उपरोक्तानुसार।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1) प्रमुख सचिव, लोक निर्माण विभाग, उ०प्र० शासन, लखनऊ।
- 2) प्रमुख अभियन्ता (विकास) एवं विभागाध्यक्ष, लोक निर्माण विभाग, उ०प्र०, लखनऊ।
- 3) आयुक्त, मिर्जापुर।
- 4) जिलाधिकारी/वरिष्ठ पुलिस अधीक्षक, मिर्जापुर/सोनभद्र।
- 5) मुख्य अभियन्ता, वाराणसी क्षेत्र, लोक निर्माण विभाग, वाराणसी।
- 6) सदस्य (प्रशासन)/सदस्य (वित्त)/सदस्य (तकनीकी), उपशा, लखनऊ।
- 7) टीम लीडर, सी.एम.ई.सी. कंसल्टिंग इंजीनियर्स, भुवनेश्वर।

(नवनीत सहगल)

आई.ए.एस.

मुख्य कार्यपालक अधिकारी



U.P. STATE HIGHWAYS AUTHORITY (UPSHA)
Under Public Works Department, Govt. of U.P.

ACP Tollways Pvt., Ltd., Lucknow

PUBLIC NOTICE ON USER FEE TOLL RATES

At Toll Plaza No.-1 located between km. 3.970 to Km 4.970 in section I from CH 0.00 to Ch 64.00, Toll Plaza No.-2 located Between km. 67.275 to Km 68.275 in section II from CH 64.00 to Ch 97.00, and Toll Plaza No.-3 located Between km. 108.054 to Km 109.990 section III from CH 97.00 to Ch 115.00, of Varanasi-Shaktinagar Road SH-5A.

The public are hereby informed that pursuant to Concession Agreement dated 11th August, 2011 and Notification for levying of Toll Tax published in the Gazette vide No 1854/XXIII-II-2013-18SA/2013 dated August 16, 2013 by Uttar Pradesh Shashan Lok Nirman Anubhag-2, Toll Fee Notification No.-62/23-02-2011-11(Sa)/09 Lucknow, Dated 12 January, 2011 issued by Govt. of U.P. and recommendation received from Independent Engineer vide letter CMEC/V-S/IE-1228, dt. 29.10.2015 for putting completed length of Project Road on commercial operation, the user fee for the use of section from design Chainage Km. 0.000 to Km. 113.440 (length 113.440 km.) section of Varanasi-Shaktinagar Road (SH-5A) is as below and levying of Toll tax will be started w.e.f. 31.10.2015 at:-0:00 Hr.

Toll Plaza No.-1 (Km. 3.970 to Ch. 4.970)

Category of Vehicle	Fee for Single Journey	Fee for Return journey within 24 Hours	For Monthly Pass valid for maximum 50 journeys
Car, Jeep, Van or Light Motor Vehicle	95	140	3115
Light Commercial Vehicle, Light Goods or Mini Bus	140	210	4670
Bus or Truck (Two Axle)	280	420	9340
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (Three to Six Axles)	445	665	14785
Oversized Vehicles (Seven or more Axles)	560	840	18680

Toll Plaza No.-2 (Km. 67.275 to Km. 68.275)


Category of Vehicle	Fee for Single Journey	Fee for Return journey within 24 Hours	For Monthly Pass valid for maximum 50 journeys
Car, Jeep, Van or Light Motor Vehicle	85	125	2805
Light Commercial Vehicle, Light Goods or Mini Bus	125	190	4225
Bus or Truck (Two Axle)	255	380	8420
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (Three to Six Axles)	390	580	12925
Oversized Vehicles (Seven or more Axles)	505	760	16845

Toll Plaza No.-3 (Km. 108.054 to Km. 109.990)

Category of Vehicle	Fee for Single Journey	Fee for Return journey within 24 Hours	For Monthly Pass valid for maximum 50 journeys
Car, Jeep, Van or Light Motor Vehicle	20	30	665
Light Commercial Vehicle, Light Goods or Mini Bus	30	45	1000
Bus or Truck (Two Axle)	60	90	2000
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (Three to Six Axles)	100	150	3335
Oversized Vehicles (Seven or more Axles)	120	180	4005

1. The rate for monthly pass applicable for local non-commercial vehicle residing within a distance of 20 km from the toll plaza shall be Rs. 260/-

2. The following concessions are available in the rates as mentioned in above Table
- (i) Return Journey within 24 hours from time of payment for all categories of vehicle.
 - (ii) For maximum number of 50 single journeys in a month from date of payment for all categories of vehicles.
 - (iii) Pass at the rate of Rs 260/- per month for a person who owns a non-commercial vehicle residing within 20 km from Toll plaza.
3. The scheme of giving concession may be viewed at Customer care (Point of Sale) at Toll plaza.
4. The list of exempted vehicles is as per UPSHA's letter no:- 1832/Pravi-18(4A)/2015-16/UPSHA/Lucknow, dt. 28.10.2015.
5. The driver or owner or a person in-charge of the mechanical vehicle shall be liable to pay fee for entering the overloaded vehicle, which is applicable for next higher category of mechanical vehicles on this project road to the toll collecting agency.


(Navneet Sehgal)
Chief Executive Officer,
UPSHA

F. No. 8-86/2012-FC
Government of India
Ministry of Environment & Forests
(F.C. Division)

Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi - 110510.
Dated: 27/ May, 2013.

To

The Principal Secretary (Forests),
Government of Uttar Pradesh,
Lucknow.

Sub: Diversion of 129.251 ha of forest land in favour of Uttar Pradesh State Highway Authority (UPSHA) for widening / upgradation of Varanasi-Shaktinagar section of NH-5A in Mirzapur, Sonbhadra, Obra, Renukut Forest Divisions and Kaimur Wild life Sanctuary in the State of Uttar Pradesh - regarding.

Sir,

I am directed to refer to the State Government's letter no. 2636/14-2-2012-800(70)/2012 dated 12th October, 2012 and D.O. letter no. 664/Forest Conservation Act dated 25th March, 2013 on above mentioned subject seeking prior approval of the Central Government under Section-2 of the Forest (Conservation) Act, 1980 and to say that the proposal has been examined by the Forest Advisory Committee constituted by the Central Government under Section-3 of the said Act.

After careful examination of the proposal of the State Government and on the basis of the recommendations of the Forest Advisory Committee, the Central Government hereby conveys the 'in-principle' approval for diversion of 129.251 ha of forest land in favour of Uttar Pradesh State Highway Authority (UPSHA) for widening / upgradation of Varanasi-Shaktinagar section of NH-5A in Mirzapur, Sonbhadra, Obra, Renukut Forest Divisions and Kaimur Wild life Sanctuary in the State of Uttar Pradesh subject to fulfilment of the following conditions:-

1. Legal status of the diverted forest land shall remain unchanged.
2. (i) The Compensatory Afforestation (CA) over double degraded forest land as proposed shall be undertaken at the cost of the User Agency.
(ii) The area identified for Compensatory Afforestation shall be clearly depicted on SOI toposheet of 1:50,000 scale.
(iii) The User Agency shall transfer the cost (incorporating the current wage structure) for raising and maintaining Compensatory Afforestation to the State Forest Department.
3. User Agency shall deposit the Net Present Value (NPV) of the diverted forest land with the State Forest Department as per the orders of the Hon'ble Supreme Court dated 30.10.2002, 01.08.2003 and 28.03.2008 in I.A. No. 566 in WP(C) No.

ap

202/1995 and the guidelines issued by this Ministry vide letter No. 5-1/98-FC(Pt.II) dated 18.09.2003 and 22.09.2003 in this regard.

4. Additional amount of the NPV of the diverted forest land, if any, becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of the report from the Expert Committee, shall be charged by the State Government from the User Agency. The User Agency shall furnish an undertaking to this effect.
5. All the funds received from the User Agency under the project shall be transferred to Ad-hoc CAMPA in saving accounts pertaining to the State concerned.
- 6.. The User Agency shall arrange to raise strip plantation on either sides of the road and central verge at project case, as per IRC specifications, with maintenance of 7-10 years. The User Agency shall also submit design of providing at least 2-3 rows of long rotation indigenous species, as per provisions of IRC - SP - 21 2009 (Guidelines on Landscaping and tree plantation) on either side of the road before final clearance.
7. Wherever possible and technically feasible, the User Agency shall undertake afforestation measures along the roads within the area diverted under this proposal, in consultation with the State Forest Department.
8. The reclamation of quarry should be done and completed under the supervision of the State Forest Department and it shall be afforested completely before the Project is closed.
9. Overburden shall not be dumped outside the width of the road. The muck generated in the earth cuttings will be disposed off at the designate dumping sites and in no case the muck/debris will be allowed to roll down the hill slopes.
10. The User Agency will provide retaining walls, breast walls and drainage as per requirement to make the slope stable.
11. The User Agency will undertake comprehensive soil conservation measures at the project cost in consultation with the State Forest Department.
12. The User Agency will assist the State Government in conservation and preservation of flora and fauna of the area in accordance with the plan prepared by the Chief Wildlife Warden of the State. Attention will be particularly given to providing safe crossing and corridors for wildlife species and protecting sensitive habitat like wetlands, grasslands and woodlands from degradation. Where canopy continuity is required for particular species, special measures shall be prescribed by the CWLW for providing crossing points. Where certain trees used for nesting/rookeries of species like 'birds' of prey, herons, storks, hornbills, etc. are to be destroyed, alternative structure shall be provided and the trees transplanted.
13. The User Agency shall not collect any toll from the vehicles carrying forest officers on duty.
14. The designing of culverts/bridges, if any, over the natural streams/rivers/canals should be done in such a manner that it does not hamper the natural course of water, does not give rise to water-logging, and also does not hamper movement of wild animals.
15. Any trees shall be felled only when it becomes necessary and that too under strict supervision of State Forest Department, and at the cost of the User Agency.
16. No labor camp shall be established on the forest land. The User Agency shall also provide fuels preferably alternate fuels to the labourers and staff working at the site so as to avoid any damage to the nearby forest areas.
17. The boundary of the diverted forest land shall be demarcated on the ground with four feet high cement concrete pillar with its serial number and forward and back bearing inscribed on it.
18. The layout and plan shall not be changed without prior approval of the Central Government.

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19. This is subject to the requisite Environmental Clearance and other consequential clearances, if required.
20. Ex-situ conservation of endemic species of flora/fauna lost/disturbed in the process of execution of the project may be ensured.
21. No damage to the flora and fauna of the area shall be caused.
22. The user agency in consultation with the State Government shall create and maintain alternate habitat/home for the avifauna, whose nesting trees area to be cleared in this project. Birds nests artificially made out of eco-friendly material shall be used in the area, including forest area and human settlements, adjoining the forest area being diverted for the project.
23. The forest land shall not be used for any purpose other than that specified in the proposal and shall, under no circumstances, be transferred to any one without prior approval of the Central Government.
24. All other conditions proposed by the State Government at the time of submission of the proposal to the Central Government shall be complied with by the User Agency.
25. The provisions of the Scheduled Tribe and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 shall be complied with in accordance with relevant Guidelines issued by the MoEF.
26. Rehabilitation of project affected families, if any, shall be done as per the National Rehabilitation policy / State Rehabilitation policy whichever is better in consultation with the State Forest Department at the cost of user agencies.
27. Any other condition that the Addl. PCCF (Central), Regional Office, Lucknow may impose from time to time for the protection and improvement of flora and fauna in the forest area.
28. All other conditions under different rules, regulations and guidelines including environmental clearance shall be complied with before transfer of forest land.
29. The transfer of forest land to the User Agency shall not be affected by the State Government till formal orders approving the diversion of forest land are issued by the Central Government.
31. The User Agency shall submit the annual self-compliance in respect of the above conditions to the State Government and to the concerned Regional Office of the Ministry regularly.

Over and above conditions, the following additional conditions as recommended by the Forest Advisory Committee and accepted by the Central Government shall be fulfilled before Stage-II approval:-

- (i) The user agency shall submit a revised scheme for creation and maintenance of compensatory afforestation (CA) over 106.391 hectares of non-forest land free from encroachments/encumbrance and 45.72 hectares of degraded forest land. The CA scheme shall *inter alia* contain a Survey of India toposheet, in original, in 1:50,000 scale indicating location and boundary of forest land identified for creation of CA and suitability/non-encumbrance certificate duly signed by competent authority. In case estimated cost for creation and maintenance of CA as per the revised scheme is less than the same indicated in the original proposal, detailed reasons for the same may also be provided;
- (ii) The user agency shall acquire additional non-forest land (except for the portion of highways passing through Reserved Forest) and provide funds to raise strip plantation along both sides of road so as to ensure that average width of right of way of the highways is 45 meters. In case it is not feasible to acquirer entire

additional non-forest land along right of way of the highways, the shortfall may be met by acquiring non-forest land elsewhere to raise plantations in lieu of the strip plantations required to be raised along the highways;

- (iii) The State Government shall raise penal compensatory afforestation over degraded forest land equal in extent to the forest land transferred from the Public Works Department to the UPSHA without obtaining prior approval of Central Government under the FC Act; and
- (iv) The user agency shall provide funds for establishment of a forest nursery having the capacity to raise 1 lakh plants per annum in each of the Forest Divisions in which the forest land proposed for diversion is located to ensure distribution of seedling to farmers and other villagers at concessional rates.

After receipt of the compliance report on fulfilment of the conditions mentioned above, the proposal shall be considered for final approval under Section-2 of the Forest (Conservation) Act, 1980. Till receipt of the said final/Stage-II approval of the Central Government from this Ministry, transfer of the said forest land to the User Agency shall not be affected by the State Government.

Yours faithfully,

B. K. Singh
(B. K. Singh)
Director

Copy to:-

- ✓ 1. The Principal Chief Conservator of Forests, Government of Uttar Pradesh, Lucknow.
- 2. The Addl. Principal Chief Conservator of Forests (Central), Regional Office, Lucknow.
- 3. The Nodal Officer, Forest Department, Government of Uttar Pradesh, Lucknow.
- 4. User Agency.
- 5. Monitoring Cell, FC Division, MoEF, New Delhi.
- 6. Guard file.

B. K. Singh
(B. K. Singh)
Director

F. No. 8-86/2012-FC
Government of India
Ministry of Environment and Forests
(FC Division)

Paryavaran Bhawan,
 CGO Complex,
 Lodhi Road, New Delhi - 110510
 Dated: 14th November, 2013

To

The Principal Secretary (Forests),
 Government of Uttar Pradesh,
 Lucknow.

Sub: Diversion of 129.251 ha of forest land in favour of Uttar Pradesh State Highway Authority (UPSHA) for widening/ upgradation of Varanasi-Shaktinagar section of NH-5A in Mirzapur, Sonbhadra, Obra, Renukut Forest Divisions and Kaimur Wild life Sanctuary in the State of Uttar Pradesh.

Sir,

I am directed to refer to the State Government of Uttar Pradesh's letter no. 2636/14-2-2012-800 (70)/2012 dated 12.10.2012 on the above mentioned subject seeking prior approval of the Central Government under Section-2 of the Forest (Conservation) Act, 1980. After careful examination of the proposal by the Forest Advisory Committee (FAC) constituted under Section-3 of the said Act, 'in-principle' approval was granted vide this Ministry's letter of even number dated 31.05.2013 subject to fulfilment of certain conditions prescribed therein. The State Government has furnished compliance report in respect of the conditions stipulated in the 'in-principle' approval and has requested the Central Government to grant final approval.

In this connection, I am directed to say that on the basis of the compliance report furnished by the State Government vide Nodal Officer (FCA) Forest Department, Uttar Pradesh's letter No. 477/11/C-Lucknow dated 3.09.2013, final approval of the Central Government is hereby granted under section-2 of the Forest (Conservation) Act, 1980 for Diversion of 129.251 ha of forest land in favour of Uttar Pradesh State Highway Authority (UPSHA) for widening/ upgradation of Varanasi-Shaktinagar section of NH-5A in Mirzapur, Sonbhadra, Obra, Renukut Forest Divisions and Kaimur Wild life Sanctuary in the State of Uttar Pradesh subject to fulfilment of the following conditions:

- (i) Legal status of the diverted forest land shall remain unchanged;
- (ii) Compensatory afforestation over the degraded forest land of 45.72 ha i.e. twice in extent to the forest land being diverted (22.86 ha; ownership of which rests with UPSHA) and over equivalent non-forest land in lieu of 106.391 ha of forest land being diverted (ownership of which rests with the State Forest Department), shall be raised and maintained by the State Forest Department from the funds already deposited by the User Agency;
- (iii) The non-forest land transferred and mutated in favour of the State Forest Department shall be notified by the State Government as RF under Section-4 or PF under Section-29 of the Indian Forest Act, 1927 or under the relevant Section(s) of the local Forest Act, 1927 latest within a period of six months from the date of issue of this letter. The Nodal Officer shall report compliance in this regard along with a copy of the original

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notification declaring the non-forest land under Section 4 or Section 29 of the Indian Forest Act, 1927, as the case may be, within the stipulated period to the Central Government for information and record;

- (iv) The User Agency shall pay the additional amount of NPV, if so determined, as per the final decision of the Hon'ble Supreme Court of India;
- (v) Plantation should be raised and maintained over an area of 19.05 ha identified by the State Government in lieu of strip plantation as per the approved scheme from the funds already deposited by the user agency;
- (vi) Wherever possible and technically feasible, the user agency shall undertake afforestation measures along the road within the area diverted under this approval, in consultation with the State Forest Department at the project cost
- (vii) The layout plan of the proposal shall not be changed without the prior approval of the Central Government.
- (viii) No labour camp shall be established on the forest land;
- (ix) The forest land shall not be used for any purpose other than that specified in the proposal and under no circumstances be transferred to any other agency, department or person
- (x) The reclamation of quarry should be done and completed under the supervision of the State Forest Department and it shall be afforestation completely before the project is closed.
- (xi) Overburden shall not be dumped outside the width of the road. The musk generated in the earth cutting will be disposed off at the designate dumping sites and in no case the musk/debris will be allowed to roll down the hill slopes.
- (xii) The user agency will provide retaining walls, breast walls and drainage as per requirement to make the slope stable.
- (xiii) The user agency will undertake comprehensive soil conservation measures at the project cost in consultation with the State Forest Department.
- (xiv) The user agency will assist the State Government in conservation and preservation of flora and fauna of the area in accordance with the plan prepared by the Chief Wildlife Warden of the State. Attention will be particularly given to providing safe crossing and corridors for wildlife species and protecting sensitive habitat like wetlands, grasslands and woodlands from degradation. Where canopy continuity is required for particular species. Special measures shall be prescribed by the CWLW for proving crossing points. Where certain trees used for nesting/rookeries of species like 'birds' of prey, herons, storks, hornbills, etc. Are by be destroyed, alternative structure shall be provided and the trees transplanted.
- (xv) The user agency shall not collect any toll from the vehicles carrying forest officers on duty.
- (xvi) The designing of culverts/bridges, if any, over the natural streams/rivers/canals should be done in such a manner that it does not hamper the natural course of water, does not give rise to water-logging, and also does not hamper movement of wild animals.

- (xvii) Any tree shall be felled only when it becomes necessary and that too under strict supervision of State Forest Department, and at the cost of the User Agency.
- (xviii) No labour camp shall be established on the forest land. The User agency shall also provide fuels preferably alternate fuels to the labourers and staff working at the site so as to avoid any damage to the nearby forest areas.
- (xix) The boundary of the diverted forest land shall be demarcated on the ground with four feet high cement concrete pillar with its serial numbers and forward and back bearing inscribed on it.
- (xx) Ex-situ conservation of endemic species of flora/fauna lost/disturbed in the process of execution of the project may be ensured.
- (xxi) No damage to the flora and fauna of the area shall be caused.
- (xxii) The user agency in consultation with the State Government shall create and maintain alternate habitat/home for the avifauna, whose nesting trees area to be cleared in this project. Birds nests artificially made out of eco-friendly material shall be used in the area, including forest area and human settlements, adjoining the forest area being.
- (xxiii) The user Agency shall submit the annual self-compliance in respect of the above conditions to the State Government and to the concerned Regional Office of the Ministry regularly.
- (xxiv) Any other condition that the concerned Regional Office of this Ministry may stipulate, from time to time, in the interest of conservation, protection and development of forests & wildlife;
- (xxv) The User Agency and the State Government shall ensure compliance to provisions of the all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project.

Yours faithfully,

(Priya Ranjan)

Sr. Assistant Inspector General of Forests

Copy to:-

1. The Principal Chief Conservator of Forests Government of Uttar Pradesh, Lucknow.
2. The Addl. PCCF (Central), Regional Office, Lucknow.
3. The Nodal Officer (FCA), O/o the PCCF, Government of Uttar Pradesh, Lucknow.
4. The Chief General Manager (Land Acquisition), National Highway Authority of India, Ministry of Road Transport & Highway, G-5 & 6, Sector-10, Dwarka, New Delhi - 110 0075.
5. User Agency (UPSHA 4th Floor Kisan Mandi Bhawan Vibhuti Khand Gomti Nagar Lucknow - 226010)
6. Monitoring Cell, FC Division, MoEF, New Delhi.
7. Guard file.

(Priya Ranjan)

Sr. Assistant Inspector General of Forests



CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

(ISO 9001 : 2008 Certified)

Ref: CMEC/V-S/IE-934

Date: 07.02.2015

To

M/s ACP Tollways Pvt. Ltd.
B-9, Vibhuti Khand, Gomati Nagar,
Lucknow-226010(UP)

SUB: Four lane with paved shoulder of Varanasi-Shaktinagar Road of SH-05A from Km 0.00 to Km 117.65 in the State of Uttar Pradesh on Design, Built, Finance, Operate and Transfer ('DBFOT') basis:-Approval of GAD drawing for Toll Plaza No.02 at Ch.68+100

Ref: Your letter no. ACPTPL/CMEC/CAMP/2015/39 dated 04.01.2015.

Dear Sir,

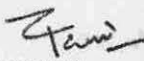
The following drawing of the Toll Plaza no.02 at Ch. 68+100 has been reviewed and found in order to Section.10 of IRC SP: 84-2009.

Sl NO.	Description	Drawing No.	Revision
1	GAD for Toll plaza no. 02 at Ch. 68.100	ACPTPL/VSRP/Toll/01	R1
2	Toll plaza Booth Details for Toll plaza no. 02 at Ch.68.100	ACPTPL/VSRP/Toll/02 & 2-A (Sheet 1 of 2)	R0
3	Canopy plan for Toll plaza no.02 at Ch.68.100	ACPTPL/VSRP/Toll/03 & 03-A (Sheet 1 of 2)	R0
4	Plan & profile for Toll plaza no. 02 at Ch.68.100.	BSC/VS/P&P-04(Sheet 1 of 1) BSC/VS/P&P-05(Sheet 2 of 2)	R2
5	Administrator Block (Ground floor, first floor & front elevation plan) Layout for Toll Plaza no. 02 at Ch. 68.100	ACPTPL/VSRP/Toll/06 (Sheet 1 of 1) ACPTPL/VSRP/Toll/07 (Sheet 2 of 2) ACPTPL/VSRP/Toll/08 (Sheet 3 of 3)	R1 R0 R1

You are requested to submit Good for construction (GFC) drawings of the same at the earliest.

Thanking you & counting on your early compliance.

Truly yours


(U.K.Pani)

Team Leader

Encl: As stated above.

CC to – Member (Technical), UPSHA, 4th Floor, Mandi Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow-226010, for information.

Encl: As stated above.

Received - No - 74
Jankar
Date :- 9/2/15

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, Vill - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005

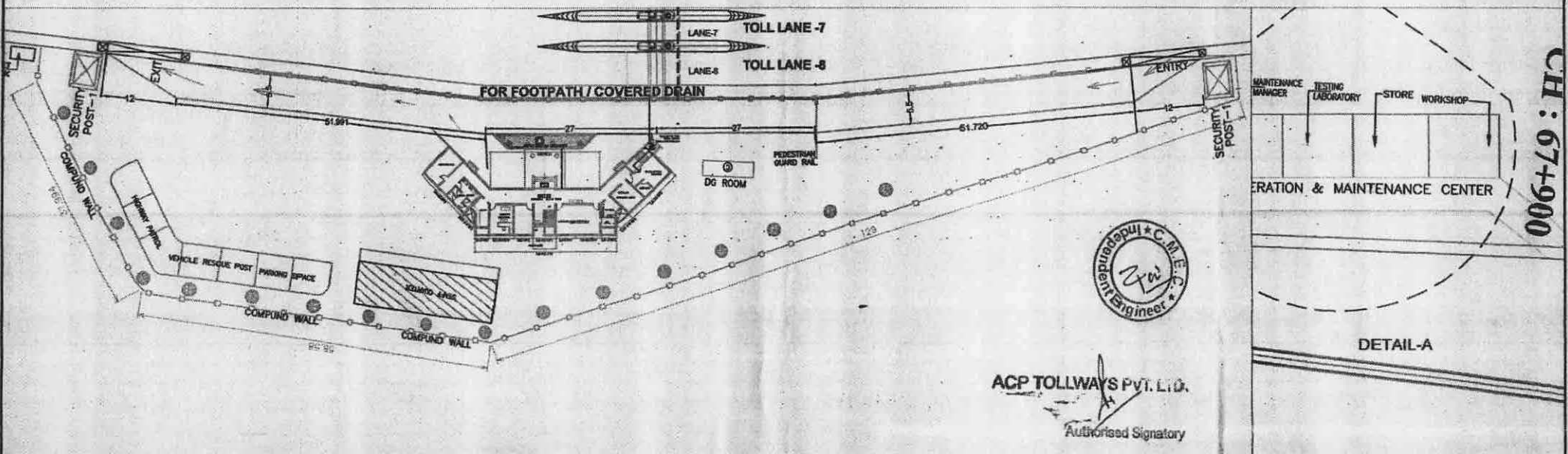
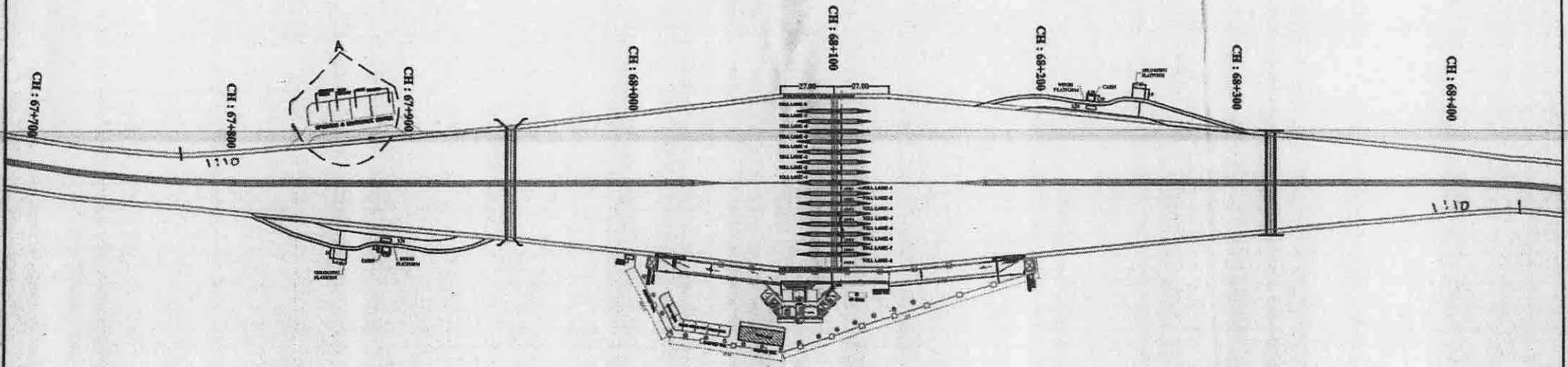
Mob. : 8601878209, 8601878210, E-mail : cmevaranasi@gmail.com, cmevaranasi@cme.co.in

Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN-751002, Website : www.cme.co.in

Telefax : 0674-2340541, Mob. : 9437001665, 9437286623, E-mail:cmebbsr@rediffmail.com

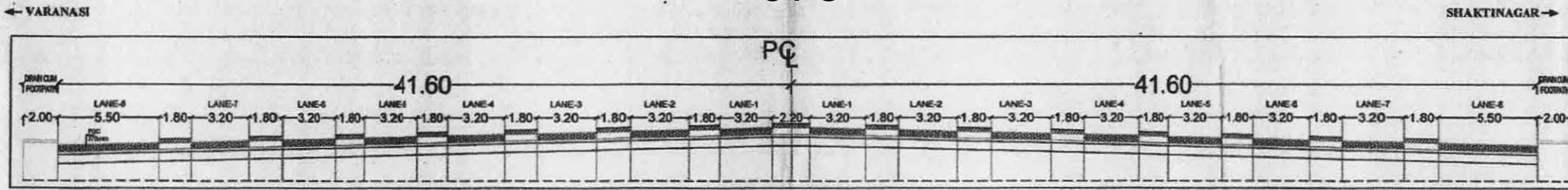
← VARANASI

SHAKTINAGAR →

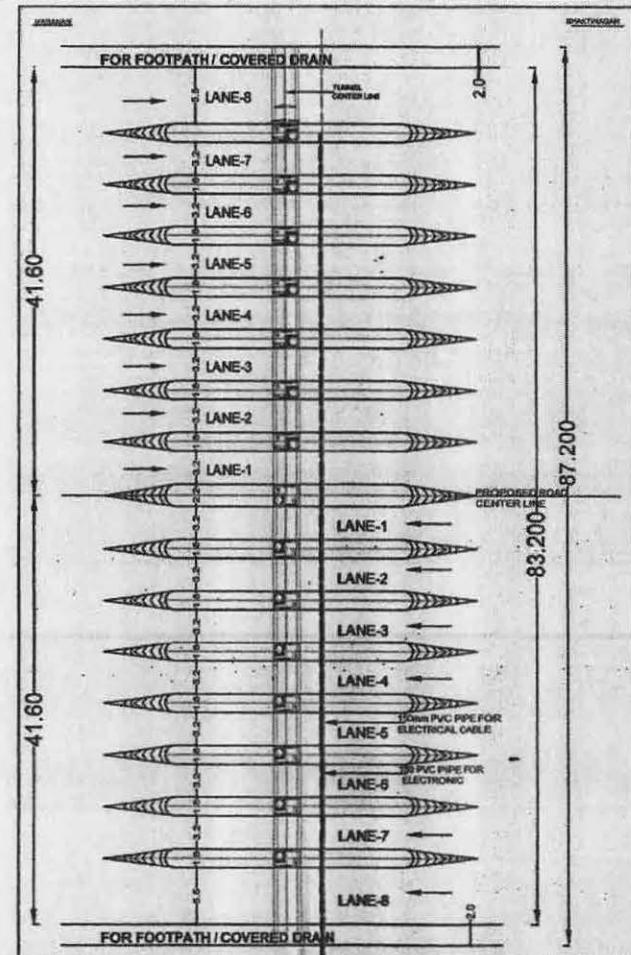
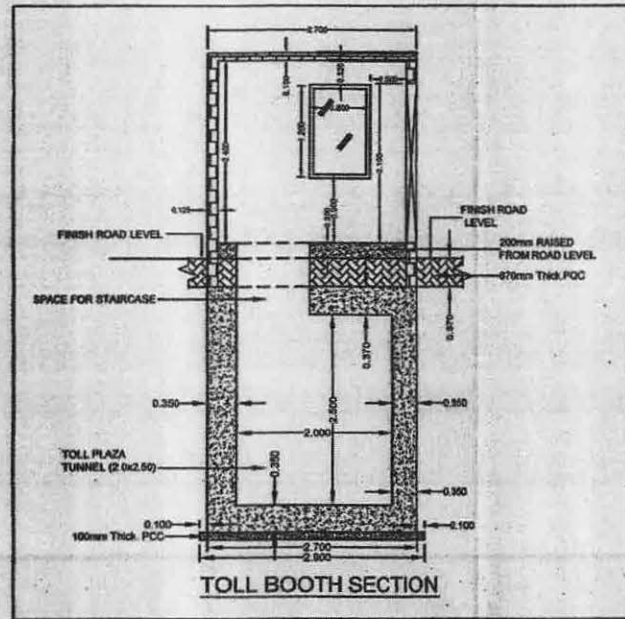
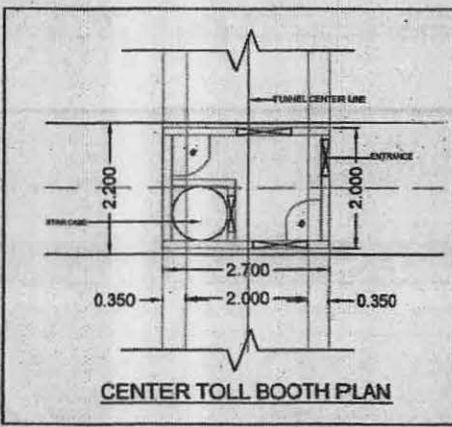
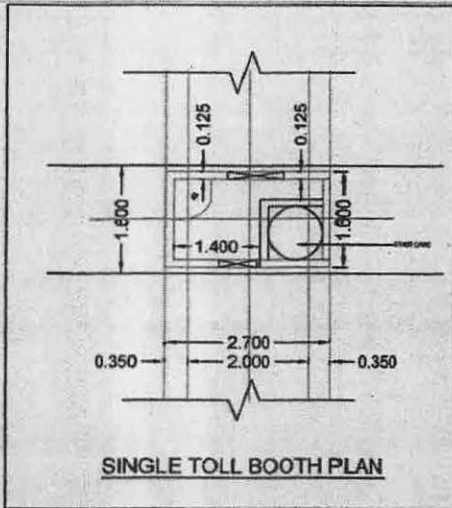


ACP TOLLWAYS PVT. LTD.
 Authorised Signatory

NO. DATE 3-2-15 R-1 REVISIONS	PROJECT: FOUR LANING(WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-9, VIKRANTI KHAND, GOVTI NAGAR, LUCKNOW 226010 (UP)	EPC: CHETAK ENTERPRISES Ltd. D4, Shilpi Park, Park Area, Indapur-221001, Dist.Chhatar(U.P.)	STATUS OF DRAWING FOR APPROVAL	DRAWN BY CHECKED BY APPROVED BY HORIZONTAL SCALE/AS SHOWN	TITLE PROPOSED TOLL PLAZA AT CH:68+100(GAD) DRAWING NO. ACPT/NSRP/TOLL/01	A2
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMEC Consulting Engineers					

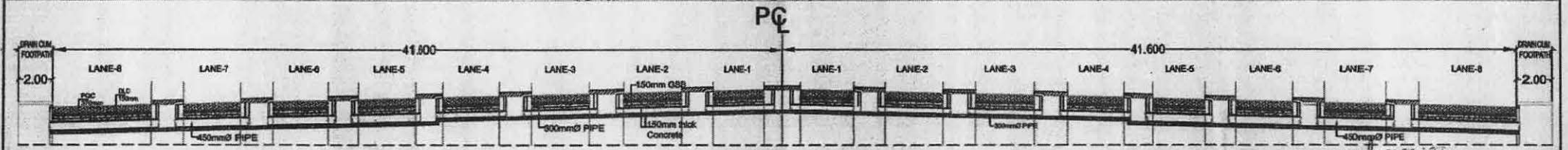
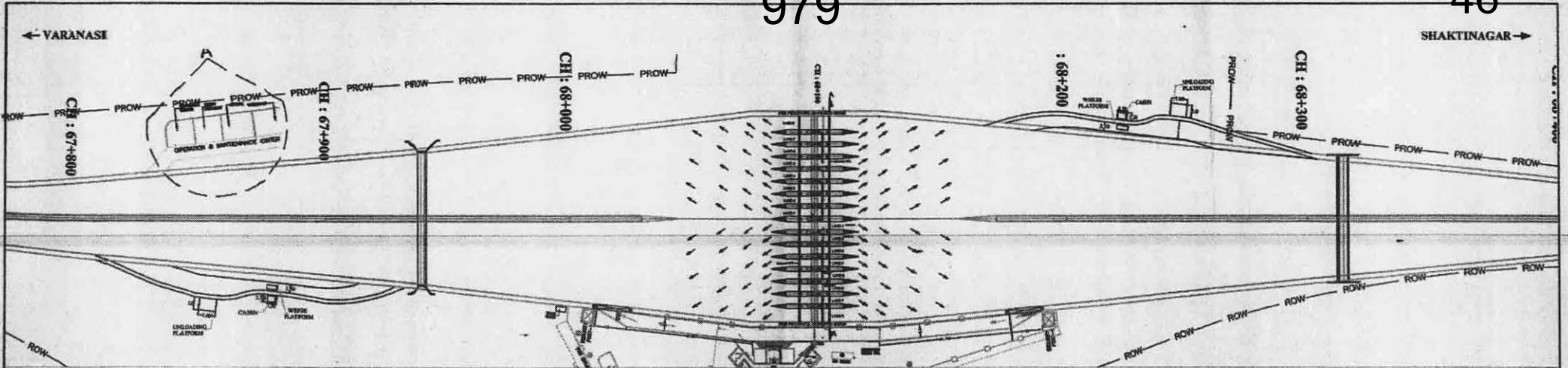


CROSS SECTION AT TOLL PLAZA CH:68+100



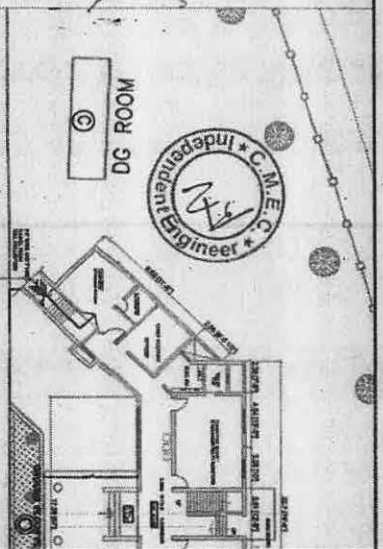
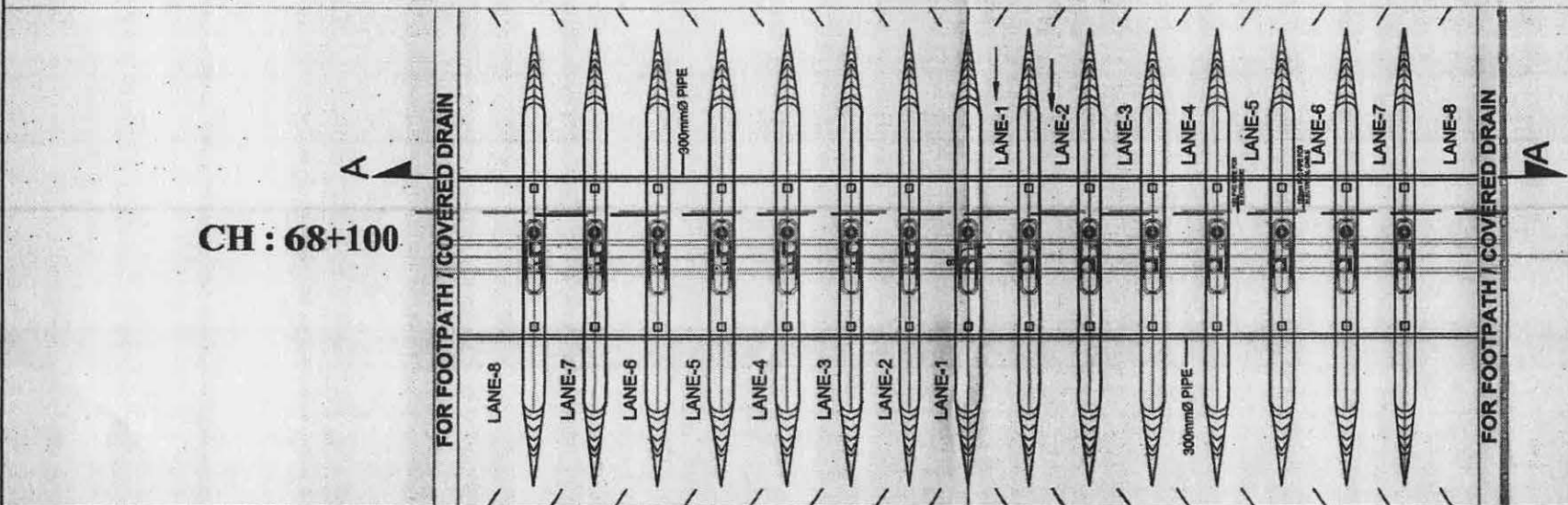
ACP TOLLWAYS PVT. LTD.
Authorised Signatory

PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-9, VIBHUTI KHANNA, GOMTI NAGAR, E-20 NEW 220104 (U.P.)		ERG: CHETAK ENTERPRISES LM. B-9, VIBHUTI KHANNA, GOMTI NAGAR, E-20 NEW 220104 (U.P.)		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH:68+100 (TOLL BOOTH DETAILS)	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMEC Consulting Engineers		APPROVED BY: [Signature]		CHECKED BY: [Signature]		APPROVED BY: [Signature]		DRAWING NO: ACP/PL/VSRB/TOLL/02 (Sheet 01 of 01)	
DATE: 19.11.15		REVISIONS: R-0		APPROVED: [Signature]		HORIZONTAL SCALE: AS SHOWN		A2		A2	

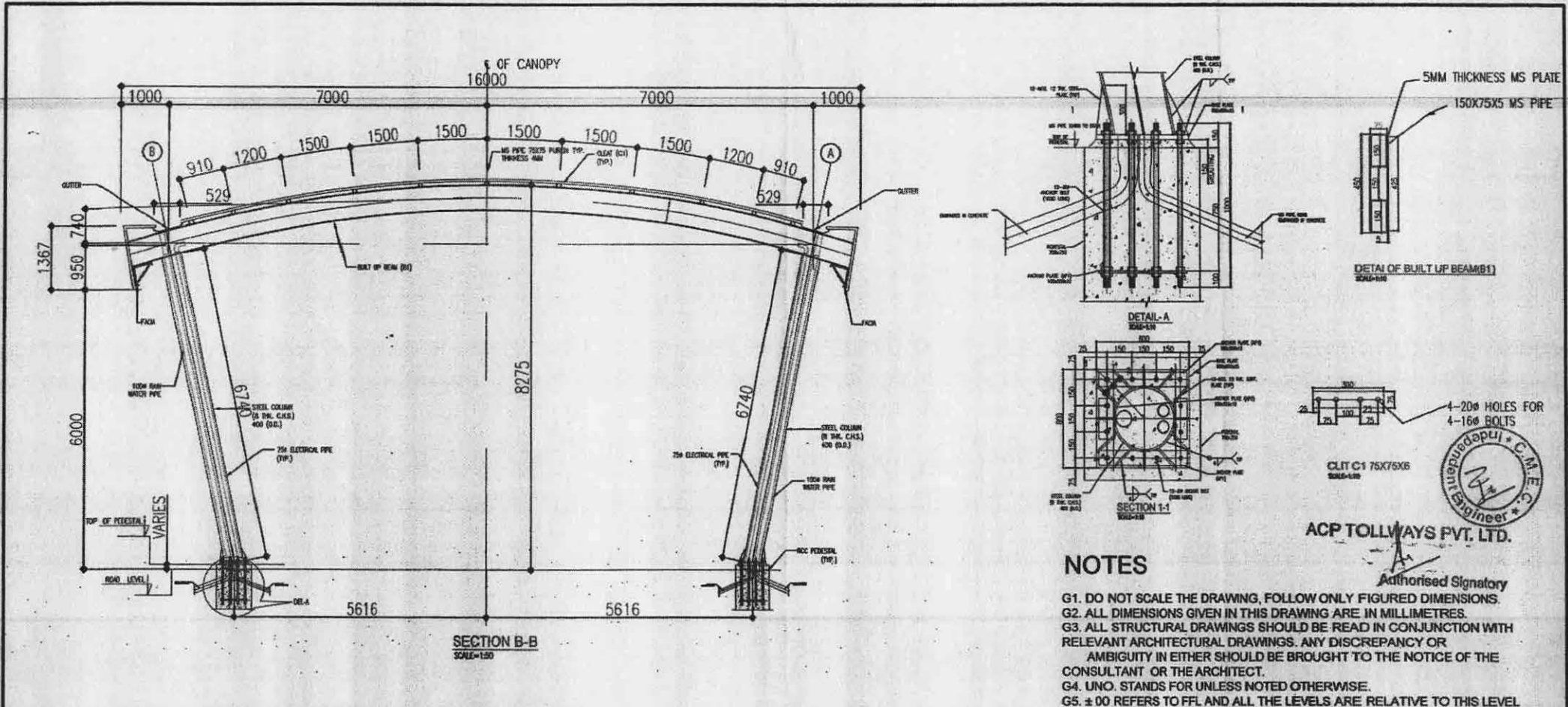


SECTION A-A

ACP TOLLWAYS PVT. LTD.
 Authorised Signatory



19.2.18 R-0 W.D. DATE DESCRIPTION REVISIONS	APPROVED 	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-4, VIBHUTI KHAND, GANZI NAGAR, LUCKNOW 226010 (U.P.)	EPC: CHETAK ENTERPRISES Ltd. 2nd Floor, 2nd, Park Area, Sitapur-17001, (U.P.)	STATUS OF DRAWING FOR APPROVAL	DRAWN BY 	TITLE PROPOSED TOLL PLAZA AT CH:68+100(DRAINAGE PLAN)
		CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMEC Consulting Engineers	CHECKED BY 	DRAWING NO. ACP/LSRP/TOL/02-A (Sheet 2 of 2)		



NOTES

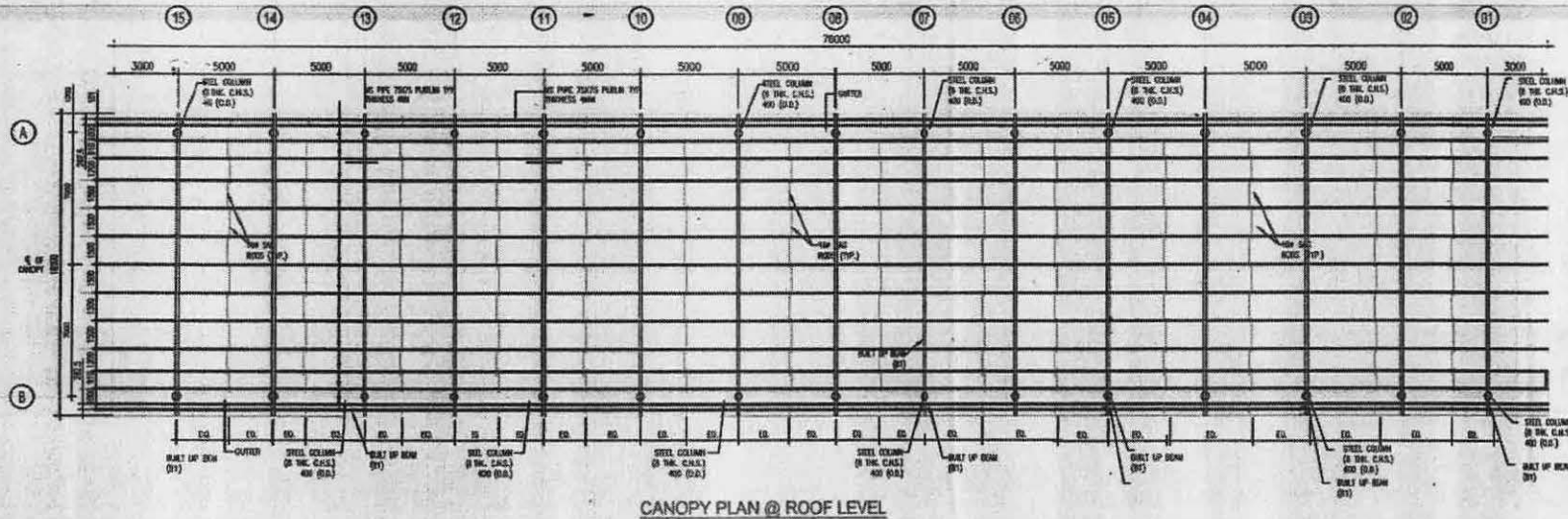
- G1. DO NOT SCALE THE DRAWING. FOLLOW ONLY FIGURED DIMENSIONS.
- G2. ALL DIMENSIONS GIVEN IN THIS DRAWING ARE IN MILLIMETRES.
- G3. ALL STRUCTURAL DRAWINGS SHOULD BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL DRAWINGS. ANY DISCREPANCY OR AMBIGUITY IN EITHER SHOULD BE BROUGHT TO THE NOTICE OF THE CONSULTANT OR THE ARCHITECT.
- G4. UNO. STANDS FOR UNLESS NOTED OTHERWISE.
- G5. ± 00 REFERS TO FFL AND ALL THE LEVELS ARE RELATIVE TO THIS LEVEL.



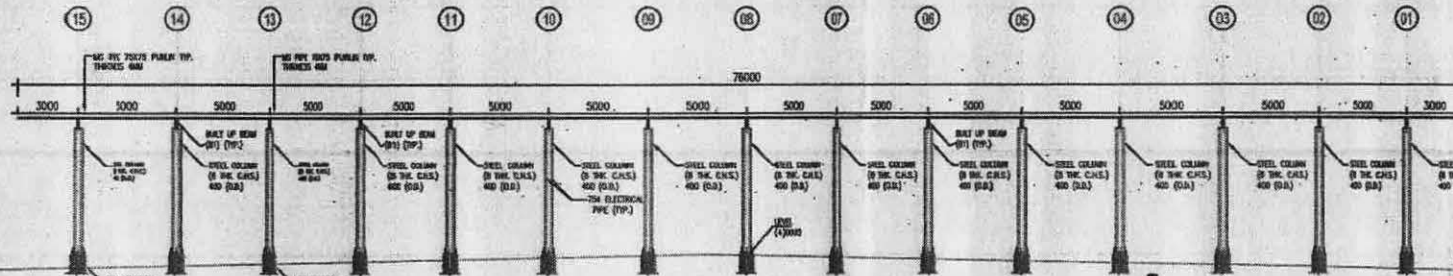
ACP TOLLWAYS PVT. LTD.

Authorised Signatory

PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-9, VISHVATI KAPUR DOMTINAGAR, LAKSHMI 201009 (U.P.)		EPC: CHETAK ENTERPRISES LM. The Engineer, Road, Park Area, Mahanagar, 221002, Dist (Chhapra) (U.P.)		STATUS OF DRAWING FOR APPROVAL		DRAWN BY [Signature]		TITLE PLAN OF TOLL PLAZA 16 LANE -1	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMEC Consulting Engineers		CHECKED BY [Signature]		APPROVED BY [Signature]		DRAWING NO. ACPTPLVSRPTOLL/02 (Sheet 01 of 01)		AZ	
NO. DATE 19-1-15 R-0	DESCRIPTION REVISIONS	APPROVED									



CANOPY PLAN @ ROOF LEVEL



SECTION A-A

NOTES GENERAL

- G1. DO NOT SCALE THE DRAWING. FOLLOW ONLY FIGURED DIMENSIONS.
- G2. ALL DIMENSIONS GIVEN IN THIS DRAWING ARE IN MILLIMETRES.
- G3. ALL STRUCTURAL DIMENSIONS SHOULD BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL DRAWINGS AND DISCREPANCY OR AMBIGUITY IN EITHER SHOULD BE BRING TO THE NOTICE OF THE CONSULTANT OR THE ARCHITECT.
- G4. UNCL. STANCHIONS FOR UNLESS NOTED OTHERWISE.
- G5. & 90 REFERS TO RFL AND ALL THE LEVELS ARE RELATIVE TO THIS LEVEL.

STRUCTURAL STEEL

- S1. ALL DIMENSIONS & LEVELS ARE IN MM UNLESS NOTED OTHERWISE.
- S2. THIS DRAWING IS NOT BE SCALED ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED.
- S3. ALL CONTACT SURFACES OF STRUCTURAL STEEL SHALL BE WELDED WITH 8mm THICK FULL PENETRATION WELD.
- S4. ALL BOLT WELDS SHALL BE PROVIDED WITH A SLOPING RIM.
- S5. ALL ENCLOSED MEMBERS AND GUSSET PLATES ARE TO BE CHECKED BY FULL SHOP LAYOUT.
- S6. ALL CONNECTION HOLE ARE 100 MM FOR 100 ERECTOR BOLTS (M10).
- S7. ALL PERMANENT HOLE SHALL BE 2mm LARGER THAN THE BOLT DIA.
- S8. ALL 300 X 100 X 100 STRONG ROOM DOORS.
- S9. ALL STEEL HOLLOW PIPE SECTION SHALL BE OF GRADE YX30.
- S10. ALL BASE PLATE & MEMBRAL STEEL SECTION SHALL BE OF GRADE YX230.
- S11. ALL ANCHOR BOLTS SHALL BE Fy=250 MPa (AS PER IS:2062 OR 4).



ACP TOLLWAYS PVT. LTD.

Authorised Signatory

- SPECIFIC TO JOB
- J1. FOR CANOPY ROOF FRAMES PLAN & SECTIONS REFER DWG. NO. IS-CBE-EC-305-000-PZ-03-04.
 - J2. FOR CONNECTION DETAILS REFER DWG. NO. IS-CBE-EC-305-000-PZ-03-04.
 - J3. FOR CANOPY FACIA ELEVATION & DETAILS REFER DWG. NO. IS-CBE-EC-305-000-PZ-03-04.

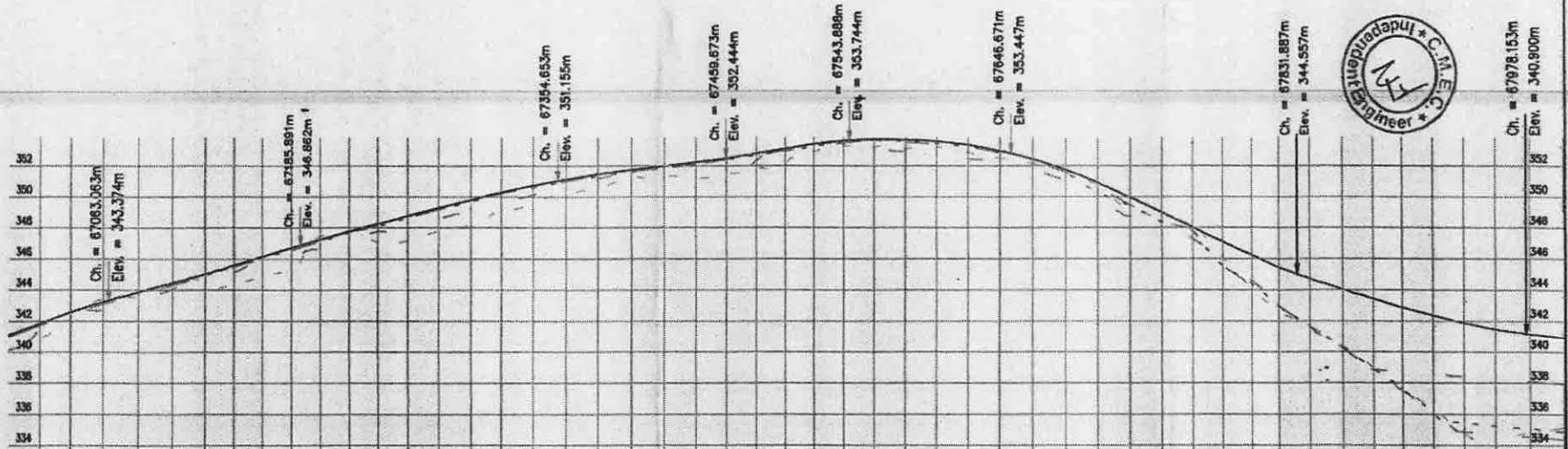
19-1-15 R-0 REVISIONS	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-9, VIKRANT CHAND, GOMTI BAGAR, LUCKNOW-226004 (U.P.)	EPC: CHETAK ENTERPRISES Ltd. 2nd, Bangla Road, Park Area, Lucknow-226004, (U.P.)	STATUS OF DRAWING: FOR APPROVAL	DRAWN BY: 	TITLE: PLAN OF TOLL PLAZA 16 LANE - II
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMBC Consulting Engineers	APPROVED BY: 	CHECKED BY: 	HORIZONTAL SCALE: AS SHOWN	DRAWING NO: ACPTPL/VSRRP/TOLL/03-A (Sheet 02 of 02)

← VARANASI

SHAKTINAGAR →

ACP TOLLWAYS PVT. LTD.

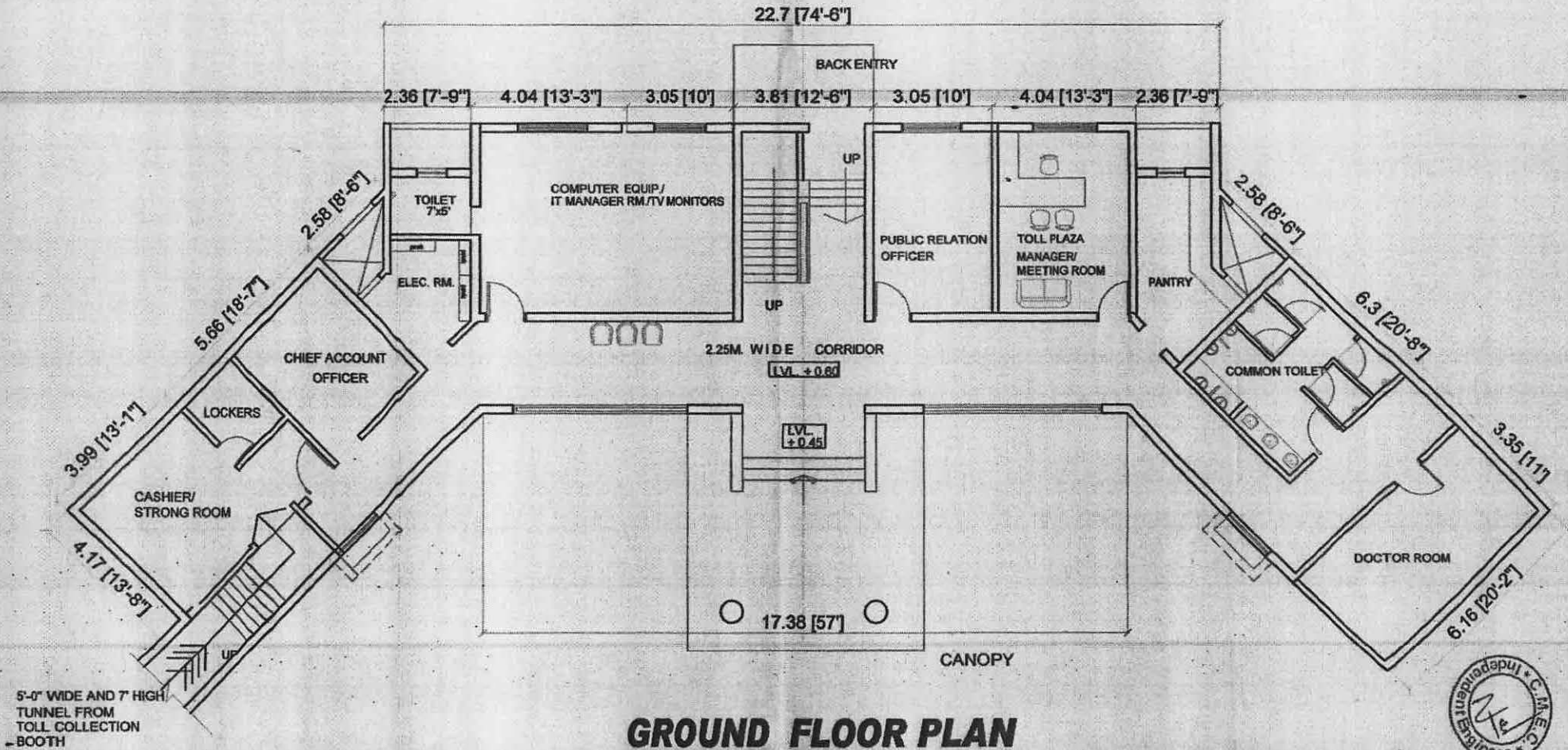
Authorised Signatory



DATUM (m)=333.000

Table with 10 rows: Proposed Road Level at Median Edge - Left Carriageway (m), Proposed Road Level at Median Edge - Right Carriageway (m), Existing Ground/Road Level at Median Edge - Left Carriageway (m), Existing Ground/Road Level at Median Edge - Right Carriageway (m), Ground Level at 15m to Left of Proposed Median C/L (m), Ground Level at 15m to Right of Proposed Median C/L (m), Proposed Vertical Alignment - Left Carriageway, Proposed Vertical Alignment - Right Carriageway, Proposed Horizontal Alignment at Median C/L, and Superlevation/Crossfall (%).

Table with 3 columns: CHAINAGE (Km) from 67400 to 67900, PROJECT/CLIENT information (Four Laning with Paved Shoulders of Varanasi-Shaktinagar Road in Uttar Pradesh, Uttar Pradesh State Highways Authority), CONSULTANT information (BCS Consortium, B.S.E.O. Engineering Consultants Pvt. Ltd., CDS Consult (India) Pvt. Ltd., Shweta Technophile Consultants Pvt. Ltd.), STATUS OF DRAWING (FOR APPROVAL), DRAWN BY (AMARJEET SINGH), CHECKED BY (R.P. KULSHRESTHA), APPROVED BY (R.P. KULSHRESTHA), TITLE (PROPOSED DESIGN PLAN & PROFILE), DRAWING NO. (BCS/VSP&P-04), and SCALE (A2).



GROUND FLOOR PLAN

ADMINISTRATION BLOCK



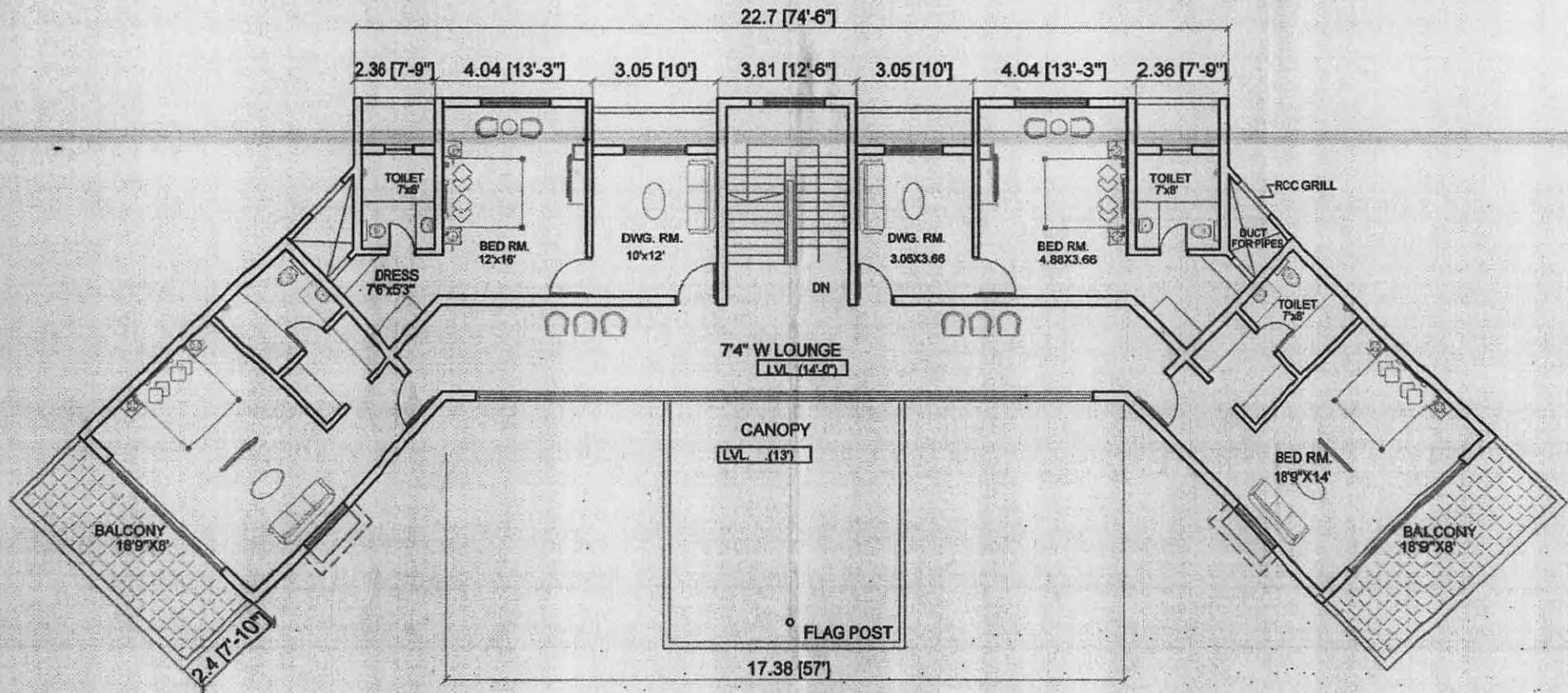
ACP TOLLWAYS PVT. LTD.

Authorised Signatory

PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCERNED AGENCIES: ACP TOLLWAYS Pvt. Ltd. #A, VISHVI BHANGI, GOMTI NAGAR, LUCKNOW 226010 (U/P)		CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		CONCERNED ENGINEER: CMCC Consulting Engineers		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH-68+100 (BUILDING PLAN)	
REVISIONS: 3-2-13 R-1		DATE: 3-2-13		SCALE: HORIZONTAL SCALE: AS SHOWN		APPROVED BY: [Signature]		DRAWING NO.: ACP/PL/VSP/TOLL/166 (Sheet of 01)		A2			

← SHAKTINAGAR

VARANASI →



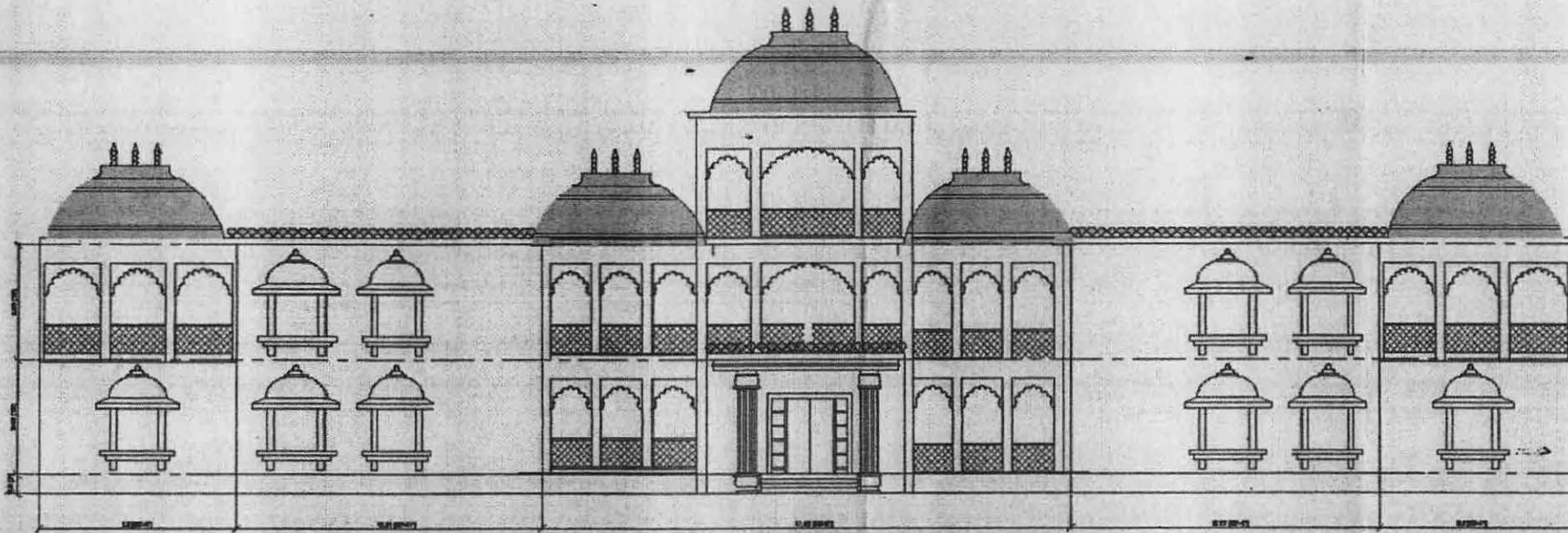
FIRST FLOOR PLAN

ADMINISTRATION BLOCK



ACP TOLLWAYS PVT. LTD.
 Authorised Signatory

19-1-15 R-D DATE DESCRIPTION APPROVED B. EVISTONS	PROJECT FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCERNING ACP TOLLWAYS PVT. L.L. <small>B-4, VINDHYA SHANK, GOVT NAGAR, LAKHNOW 226016 (U.P.)</small>	EPC CHETAK ENTERPRISES L.L. <small>204, Ring Road, Park Area, Varanasi-221001, Dist. Chhapra (U.P.)</small>	STATUS OF DRAWING FOR APPROVAL	DRAWN BY 	TITLE PROPOSED TOLL PLAZA AT CH-68+160(BUILDING PLAN)
	CLIENT UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER CMEC Consulting Engineers	APPROVED BY 	DRAWING NO. ACP/PL/VRP/TOLL/07 (Sheet 2 of 02)	HORIZONTAL SCALE AS SHOWN	A2



OPEN FRONT ELEVATION



ACP TOLLWAYS PVT. LTD.
 Authorized Signatory

PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONC./OWNER: ACP TOLLWAYS Pvt. Ltd. D-4, VISHVA SUKHO, GONERMANA, LAKSHMOW 221016 (U.P.)		EPC: CHETAK ENTERPRISES Ltd. 206, Baghpat Road, Baghpat, Ghazipur-201012, Distt. Chhapra (U.P.)		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH-68+100 (BUILDING ELEVATION PLAN)	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMEC Consulting Engineers						CHECKED BY: [Signature]		DRAWING NO.: ACP/PL/VSRP/TOLL/08 (Sheet 3 of 3)	
DATE: 2-2-15								APPROVED BY: [Signature]		HORIZONTAL SCALE: AS SHOWN	
REVISIONS:										A2	



(ISO 9001 : 2008 Certified)

CMEC Consulting Engineers

(Independent Engineer for Upgradation of Varanasi-Shaktinagar Road (SH-5A) on DBFOT Basis)

Ref: CMEC/V-S/IE-941

Date 11.02.2015

To

M/s ACP Tollways Pvt. Ltd.

B-9, Vibhuti Khand, Gomati Nagar,

Lucknow-226010(UP)

SUB: Four lane with paved shoulder of Varanasi-Shaktinagar Road of SH-05A from Km 0.00 to Km117.65 in the State of Uttar Pradesh on Design, Built, Finance, Operate and Transfer ('DBFOT') basis:- **GFC Drawing for Toll Plaza No.02 at Ch.68+100**

Ref: Your letter no. ACPTPL/CMEC/CAMP/2015/39 dated 04.02.2015.

ACPTPL/CMEC/CAMP/2015/54 dated 11.02.2015.

Our letter no. CMEC/V-S/IE-934 dated 07.02.2015.

Dear Sir,

The following Good for Construction (GFC) drawings for Toll Plaza No.02 at Ch.68+100 has been signed and being returned herewith for your further necessary action.

Sl. NO.	Description	Drawing No.	Revision
1	GAD for Toll plaza no. 02 at Ch. 68.100	ACPTPL/VSRP/Toll/01	R1
2	Toll plaza Booth Details for Toll plaza no. 02at Ch.68.100	ACPTPL/VSRP/Toll/02 & 2-A (Sheet 1 of 2)	R0
3	Canopy plan for Toll plaza no.02 at Ch.68.100	ACPTPL/VSRP/Toll/03 & 03-A (Sheet 1 of 2)	R0
4	Plan & profile for Toll plaza no. 02 at Ch.68.100.	BSC/VS/P&P-04(Sheet 1 of 1) BSC/VS/P&P-05(Sheet 2 of 2)	R2
5	Administrator Block (Ground floor, first floor& front elevation plan) Layout for Toll Plaza no. 02 at Ch. 68.100	ACPTPL/VSRP/Toll/06 (Sheet 1 of 1) ACPTPL/VSRP/Toll/07 (Sheet 2 of 2) ACPTPL/VSRP/Toll/08 (Sheet 3 of 3)	R1 R0 R1

Thanking you & assuring our best co-operation at all the time.

Truly yours

(U.K.Pani)

Team Leader

Encl: As above

CC to – Member (Technical), UPSHA, 4th Floor, Mandi Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow-226010, for information.

Encl: As above

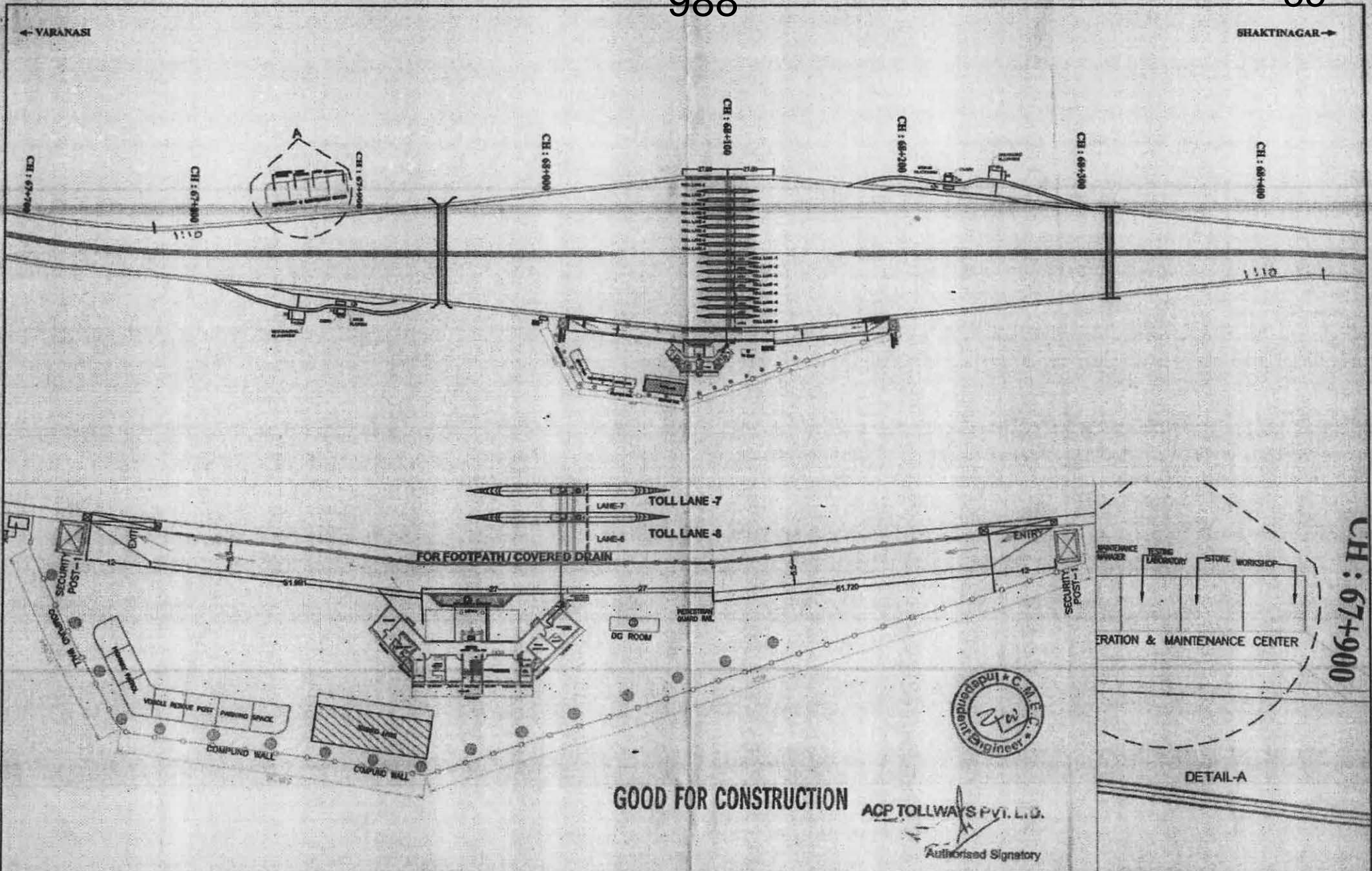
Received - No - 83
Date :- 12/2/15
Yashpal

Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, Vill - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005

Mob. : 8601878209, 8601878210, E-mail : cmecvaranasi@gmail.com, cmecvaranasi@cmec.co.in

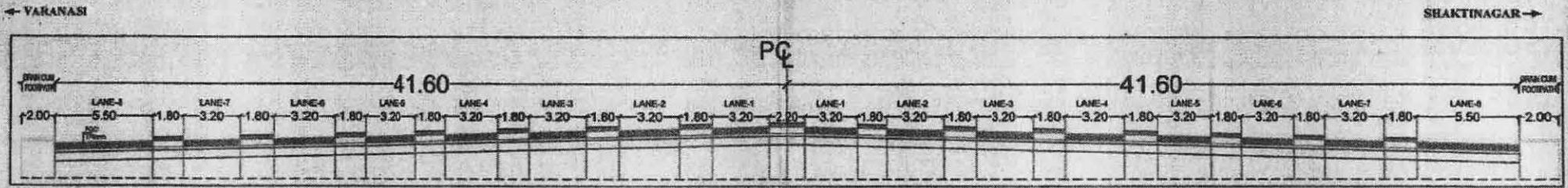
Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN-751002, Website : www.cmec.co.in

Telefax : 0674-2340541, Mob. : 9437001665, 9437286623, E-mail:cmecbsr@rediffmail.com

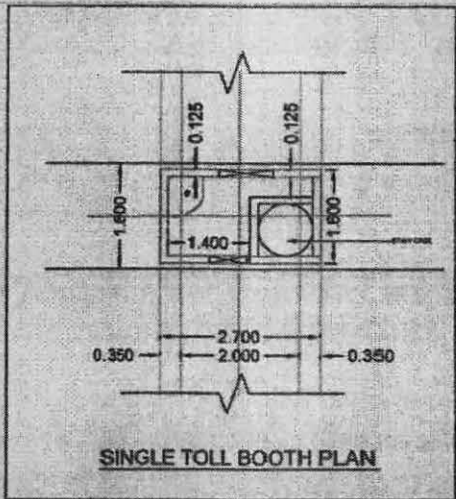


GOOD FOR CONSTRUCTION
 ACP TOLLWAYS PVT. LTD.
 Authorised Signatory

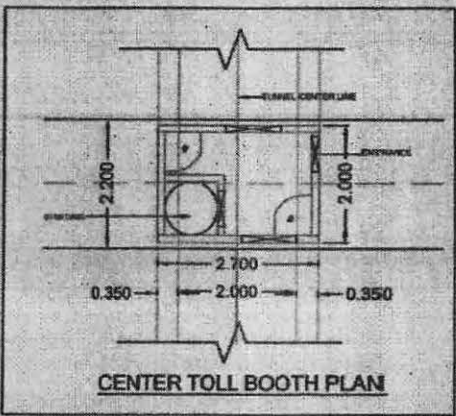
DATE: 11/11/2014 REVISION: R-1 APPROVED: [Signature]	PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	CONSULTANT: ACP TOLLWAYS PVT. LTD. 69, KANUNJI BAGIC, SHAKTINAGAR, LEKHNOW 226002 (U.P.)	ENG: CHETAK ENTERPRISES Ltd. 4th Floor, 2nd East Ave, Akshayapuri, LEKHNOW-226002 (Uttar Pradesh)	STATUS OF DRAWING: FOR APPROVAL	DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	TITLE: PROPOSED TOLL PLAZA AT CH:68+100(GAD) DRAWING NO: ACP/TL/SP/TOLL/01	A2
	UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: OMEC Consulting Engineers	OMEC Consulting Engineers	CHETAK ENTERPRISES Ltd.	FOR APPROVAL	APPROVED BY: [Signature]	ACP/TL/SP/TOLL/01	A2



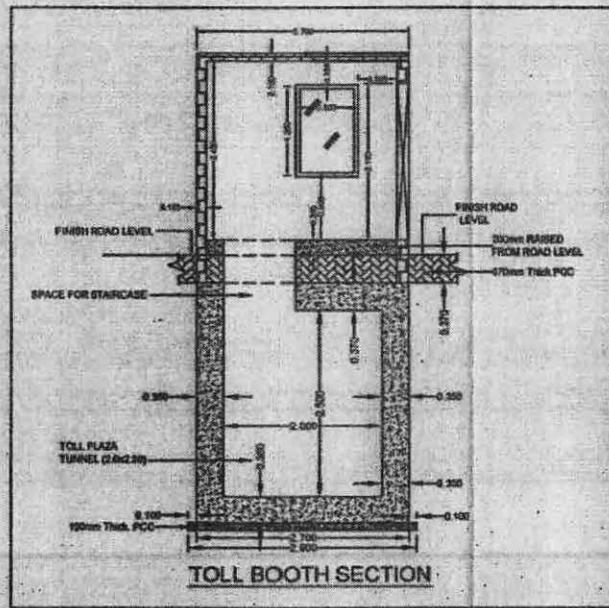
CROSS SECTION AT TOLL PLAZA CH:88+100



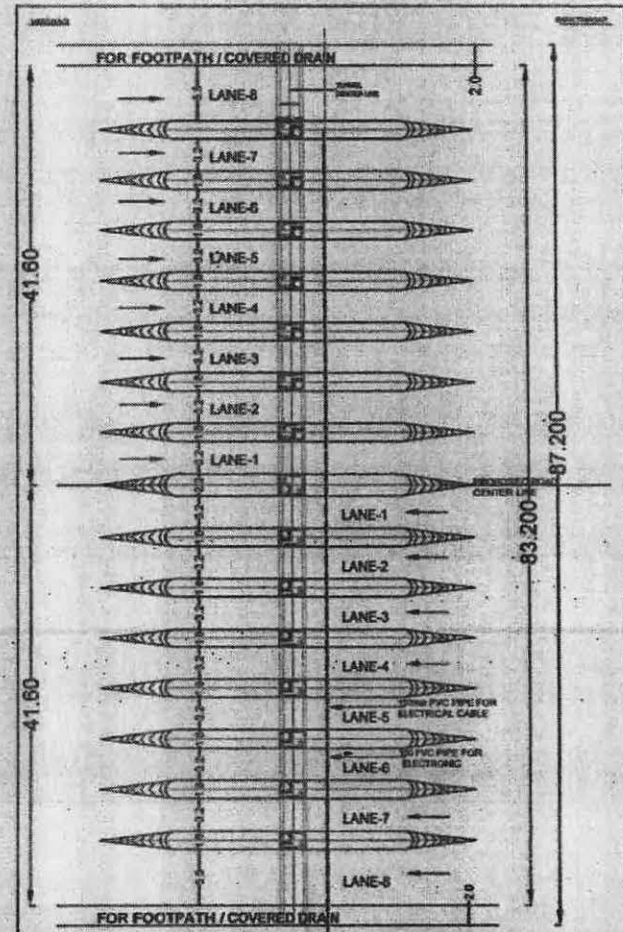
SINGLE TOLL BOOTH PLAN



CENTER TOLL BOOTH PLAN



TOLL BOOTH SECTION

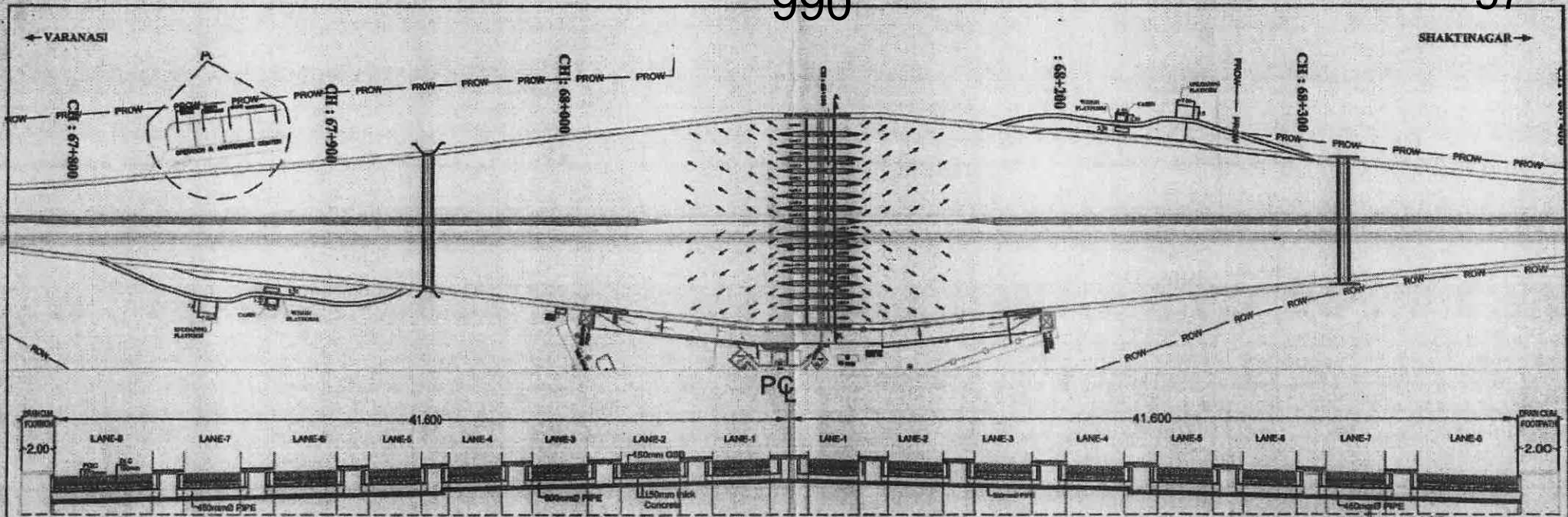


GOOD FOR CONSTRUCTION



ACP TOLLWAYS PVT. LTD.
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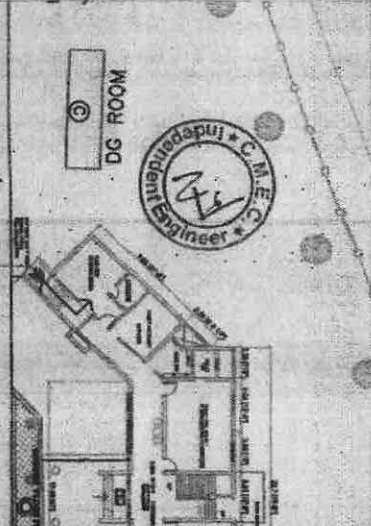
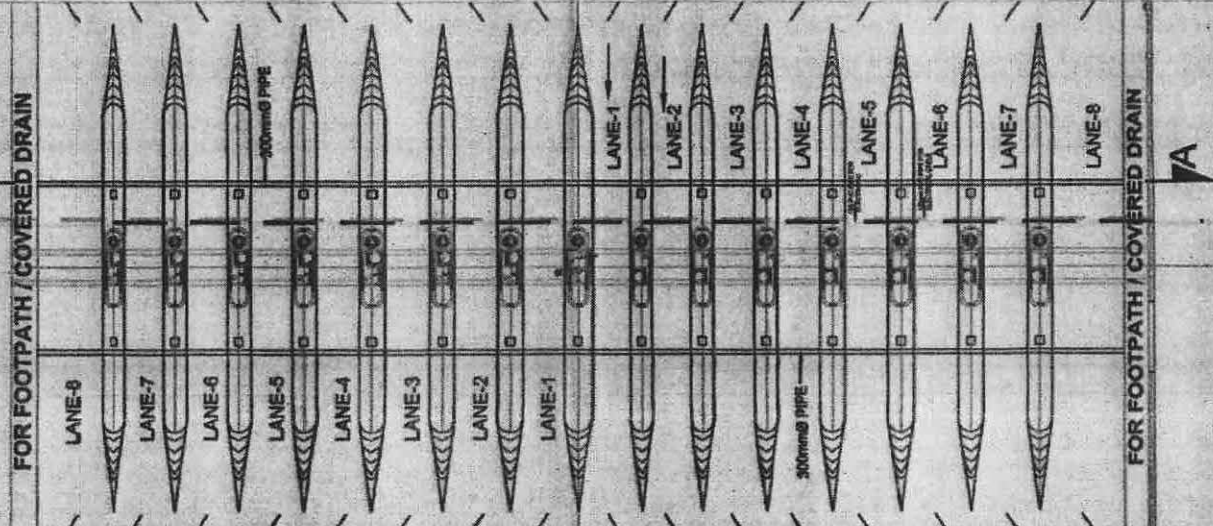
PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		CONSULTANT: ACP TOLLWAYS PVT. Ltd. 84, VIBHA TOWER, GOREE ROAD, LEICESTER 22013H (INDIA)		INDEPENDENT ENGINEER: CMEC Consulting Engineers		A.P.C.: CHETAK ENTERPRISES LM 6th Floor, 1st Floor, 2nd Floor, 12th Floor, 13th Floor, 14th Floor, 15th Floor		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH:88+100 (TOLL BOOTH DETAILS) DRAWING NO: ACP/PLN/SRPTOLL/02 (Sheet 01 of 01)		A2	
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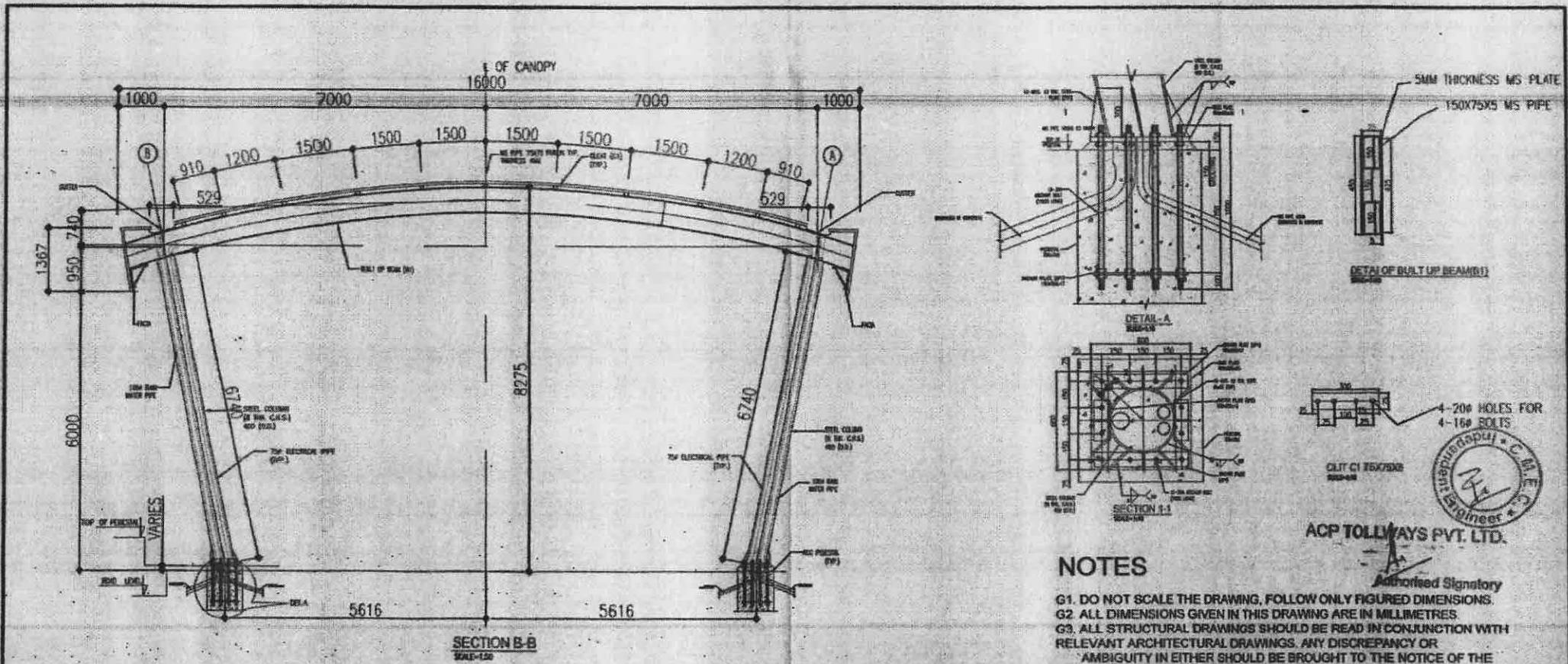
SECTION A-A
GOOD FOR CONSTRUCTION

ACP TOLLWAYS PVT. LTD.
 Authorized Signatory

CH : 68+100



PROJECT FOUR LANES(WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCESSIONAIRE ACP TOLLWAYS PVT. LTD. <small>14, VIKAS VIHAR, 40/21 INDUSTRIAL ESTATE, NEW DELHI (D.P.)</small>		EPC CHETAK ENTERPRISES L&E <small>Old Bangalore Road, Post-Box, Noida-201301, Dist. Gurgaon (D.P.)</small>		TITLE PROPOSED TOLL PLAZA AT CH:68+100(DRAINAGE PLAN)	
CLIENT UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER CMEC Consulting Engineers		STATUS OF DRAWING FOR APPROVAL		DRAWING NO. ACP/PLAZA/TOLL/02-A (Sheet 2 of 2)	
REVISIONS NO. DATE DESCRIPTION APPROVED				DEPARTMENT CHECKED BY APPROVED BY <small>INSTITUTIONAL SCALE: AS SHOWN</small>		A2	



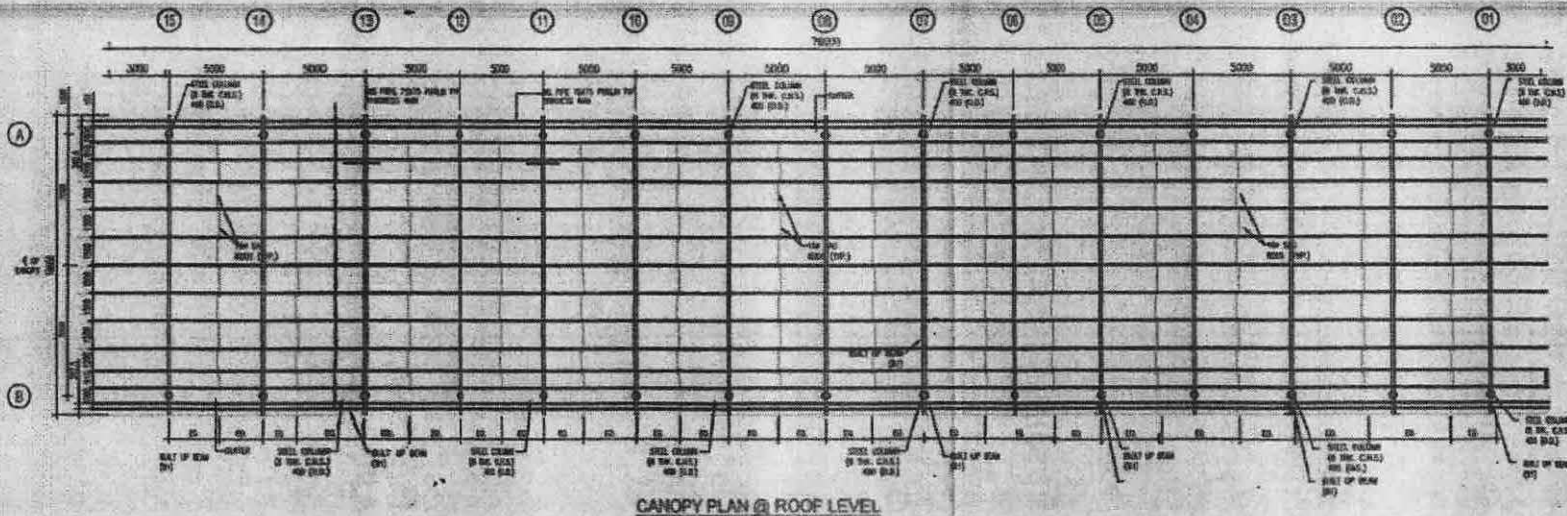
NOTES

- G1. DO NOT SCALE THE DRAWING, FOLLOW ONLY FIGURED DIMENSIONS.
- G2. ALL DIMENSIONS GIVEN IN THIS DRAWING ARE IN MILLIMETRES.
- G3. ALL STRUCTURAL DRAWINGS SHOULD BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL DRAWINGS. ANY DISCREPANCY OR AMBIGUITY IN EITHER SHOULD BE BROUGHT TO THE NOTICE OF THE CONSULTANT OR THE ARCHITECT.
- G4. UNO. STANDS FOR UNLESS NOTED OTHERWISE.
- G5. ± 00 REFERS TO FFL AND ALL THE LEVELS ARE RELATIVE TO THIS LEVEL.

GOOD FOR CONSTRUCTION

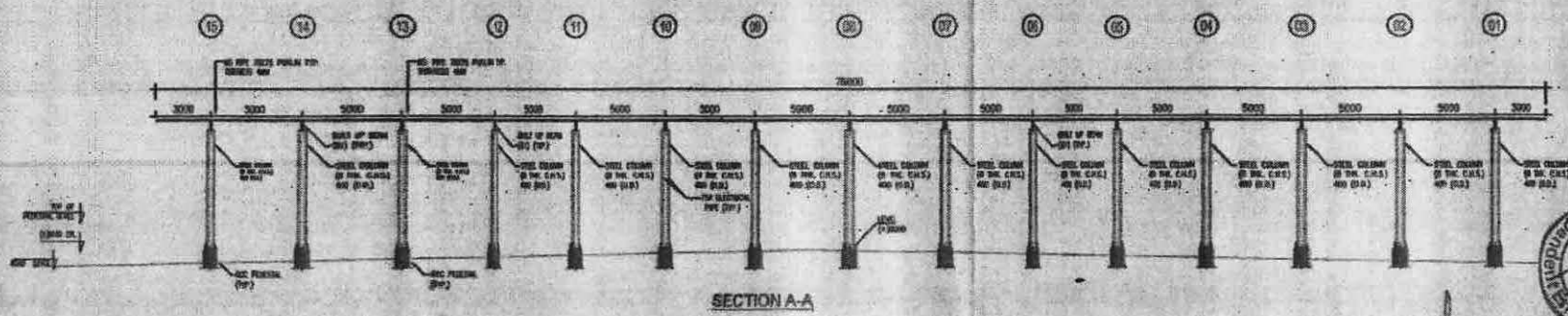
<p>PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH</p>		<p>CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY</p>		<p>OWNER: ACP TOLLWAYS Pvt. Ltd. 8-1, TRINITY SQUARE, GOVT. NAGAR, LAKHIMPUR (U.P.)</p>		<p>ENGINEER: CHEYAK ENTERPRISES Ltd. 210, SINGH ROAD, POKHARA, MUMBAI-400002</p>		<p>SCALE OF DRAWING: FOR APPROVAL</p>		<p>DESIGN BY: [Signature]</p>		<p>TITLE: PLAN OF TOLL PLAZA 16 LANE - 1</p>	
<p>REVISIONS: R-0</p>		<p>APPROVED BY: [Signature]</p>		<p>INDEPENDENT ENGINEER: CMEC Consulting Engineers</p>		<p>DATE: [Blank]</p>		<p>CHECKED BY: [Signature]</p>		<p>APPROVED BY: [Signature]</p>		<p>DRAWING NO: ACP/PL/VSB/P101/02 (Sheet 01 of 01)</p>	

A2



CANOPY PLAN @ ROOF LEVEL

GOOD FOR CONSTRUCTION



SECTION A-A

- NOTES GENERAL**
- 01. DO NOT SCALE THE DRAWING. FOLLOW ONLY PROVIDED DIMENSIONS.
 - 02. ALL DIMENSIONS GIVEN BY THIS DRAWING ARE IN MILLIMETERS.
 - 03. ALL STRUCTURAL DIMENSIONS SHOULD BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL DRAWINGS. ANY DISCREPANCY OR AMBIGUITY BETWEEN SHOULD BE BROUGHT TO THE NOTICE OF THE CONSULTANT OR THE ARCHITECT.
 - 04. UNCL. DIMENSIONS FOR UNLESS NOTED OTHERWISE.
 - 05. ALL DIMENSIONS TO FIT, AND ALL THE LEVELS ARE RELATIVE TO THIS LEVEL.
- STRUCTURAL STEEL**
- 06. ALL DIMENSIONS & LEVELS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.
 - 07. IN THE DRAWING IS NOT BY SCALE ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED.
 - 08. ALL CONTACT SURFACES OF STRUCTURAL STEEL SHALL BE POLISHED.
 - 09. WITH 2mm THICK POLYURETHANE.
 - 10. ALL SURFACES SHALL BE FINISHED WITH A POLISHED.
 - 11. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 12. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 13. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 14. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 15. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 16. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 17. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 18. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 19. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
 - 20. ALL DIMENSIONS SHALL BE TO CENTER UNLESS NOTED OTHERWISE.
- SPECIFIC TO JOB**
- 21. FOR CANOPY GROUP DRAWING PLAN & SECTIONS REFER DWG. NO. S-0001-02-0000-00-00-00.
 - 22. FOR CONNECTIONS REFER DWG. NO. S-0001-02-0000-00-00-00.
 - 23. FOR CANOPY GROUP ELEVATION & DETAILS REFER DWG. NO. S-0001-02-0000-00-00-00.



ACP TOLLWAYS PVT. LTD.
 Authorized Signatory

PROJECT FOUR LANEING WITH PAVED SHOULDERS OF VAEANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CLIENT UTTAR PRADESH STATE HIGHWAYS AUTHORITY	CONSULTOR ACP TOLLWAYS Pvt. Ltd. 201, WINDING ROAD, GATEWAY INDIA, NEW DELHI (110002)	ARCHITECT CHETAK ENTERPRISES LTD. Plot No. 10, Sector 10, Phase 1, Gurgaon, Haryana (122001)	DATE OF DRAWING FOR APPROVAL	DRAWN BY [Signature]	CHECKED BY [Signature]	TITLE PLAN OF TOLL PLAZA 16 LANE - II
REVISIONS NO. 1 DATE: 11-11-11 BY: [Signature] REASON: [Text]	APPROVAL [Signature]						

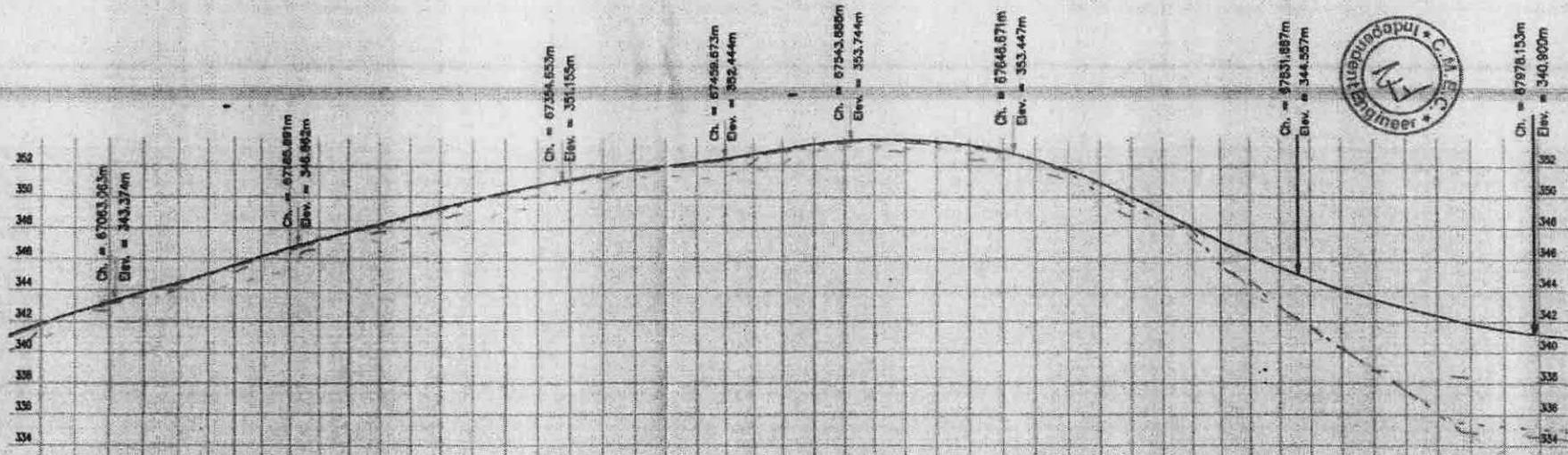
← VARANASI

SHAKTINAGAR →

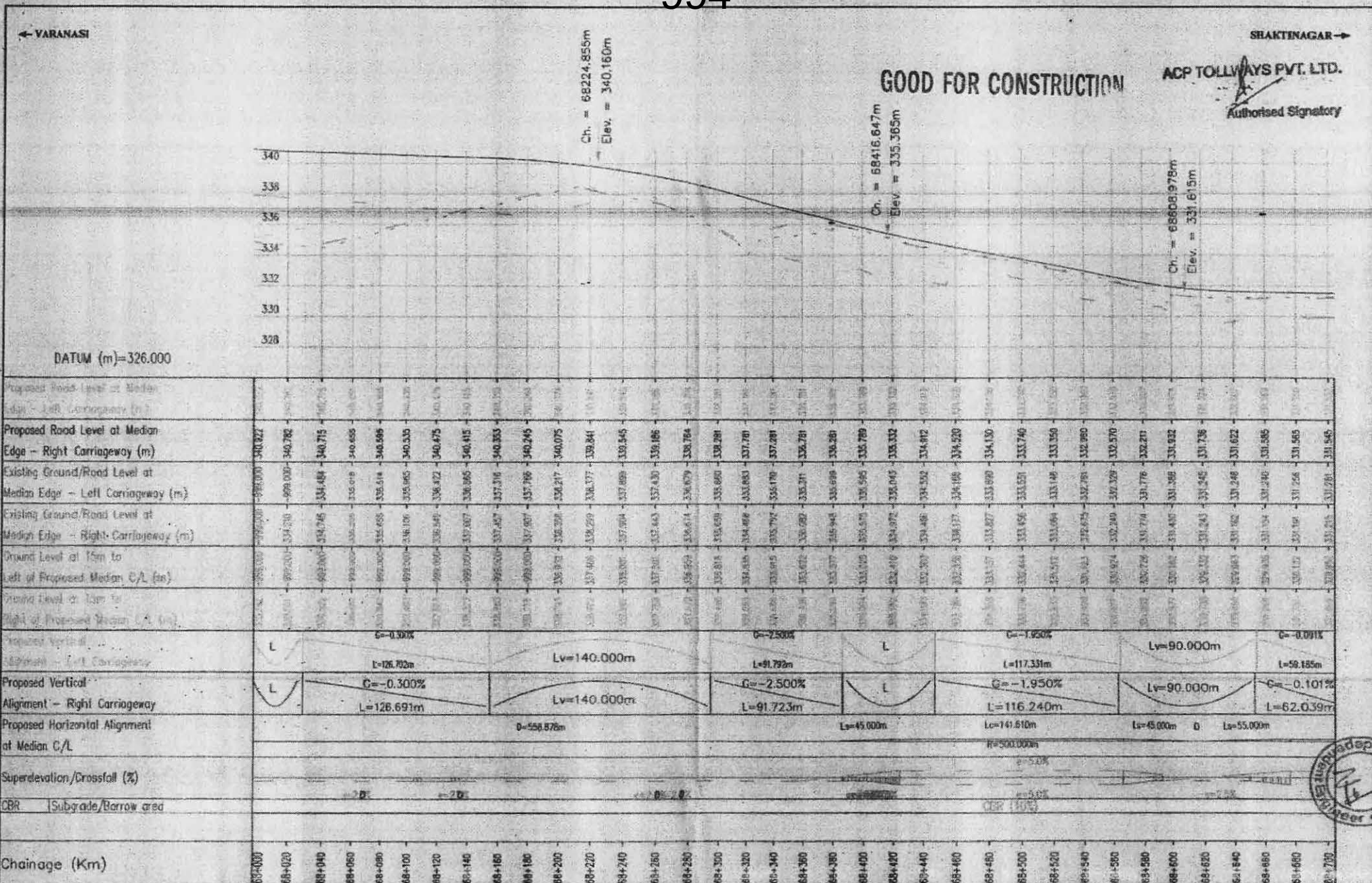
GOOD FOR CONSTRUCTION

ACP TOLLWAYS PVT. LTD.

Authorised Signatory



Proposed Road Level at Median Edge - Left Carriageway (m)	341.000	341.875	342.750	343.625	344.500	345.375	346.250	347.125	348.000	348.875	349.750	350.625	351.500	352.375	353.250	354.125	355.000	355.875	356.750	357.625	358.500	359.375	360.250	361.125	362.000	362.875	363.750	364.625	365.500	366.375	367.250	368.125	369.000	369.875	370.750	371.625	372.500	373.375	374.250	375.125	376.000	376.875	377.750	378.625	379.500	380.375	381.250	382.125	383.000	383.875	384.750	385.625	386.500	387.375	388.250	389.125	390.000	390.875	391.750	392.625	393.500	394.375	395.250	396.125	397.000	397.875	398.750	399.625	400.500	401.375	402.250	403.125	404.000	404.875	405.750	406.625	407.500	408.375	409.250	410.125	411.000	411.875	412.750	413.625	414.500	415.375	416.250	417.125	418.000	418.875	419.750	420.625	421.500	422.375	423.250	424.125	425.000	425.875	426.750	427.625	428.500	429.375	430.250	431.125	432.000	432.875	433.750	434.625	435.500	436.375	437.250	438.125	439.000	439.875	440.750	441.625	442.500	443.375	444.250	445.125	446.000	446.875	447.750	448.625	449.500	450.375	451.250	452.125	453.000	453.875	454.750	455.625	456.500	457.375	458.250	459.125	460.000	460.875	461.750	462.625	463.500	464.375	465.250	466.125	467.000	467.875	468.750	469.625	470.500	471.375	472.250	473.125	474.000	474.875	475.750	476.625	477.500	478.375	479.250	480.125	481.000	481.875	482.750	483.625	484.500	485.375	486.250	487.125	488.000	488.875	489.750	490.625	491.500	492.375	493.250	494.125	495.000	495.875	496.750	497.625	498.500	499.375	500.250	501.125	502.000	502.875	503.750	504.625	505.500	506.375	507.250	508.125	509.000	509.875	510.750	511.625	512.500	513.375	514.250	515.125	516.000	516.875	517.750	518.625	519.500	520.375	521.250	522.125	523.000	523.875	524.750	525.625	526.500	527.375	528.250	529.125	530.000	530.875	531.750	532.625	533.500	534.375	535.250	536.125	537.000	537.875	538.750	539.625	540.500	541.375	542.250	543.125	544.000	544.875	545.750	546.625	547.500	548.375	549.250	550.125	551.000	551.875	552.750	553.625	554.500	555.375	556.250	557.125	558.000	558.875	559.750	560.625	561.500	562.375	563.250	564.125	565.000	565.875	566.750	567.625	568.500	569.375	570.250	571.125	572.000	572.875	573.750	574.625	575.500	576.375	577.250	578.125	579.000	579.875	580.750	581.625	582.500	583.375	584.250	585.125	586.000	586.875	587.750	588.625	589.500	590.375	591.250	592.125	593.000	593.875	594.750	595.625	596.500	597.375	598.250	599.125	600.000	600.875	601.750	602.625	603.500	604.375	605.250	606.125	607.000	607.875	608.750	609.625	610.500	611.375	612.250	613.125	614.000	614.875	615.750	616.625	617.500	618.375	619.250	620.125	621.000	621.875	622.750	623.625	624.500	625.375	626.250	627.125	628.000	628.875	629.750	630.625	631.500	632.375	633.250	634.125	635.000	635.875	636.750	637.625	638.500	639.375	640.250	641.125	642.000	642.875	643.750	644.625	645.500	646.375	647.250	648.125	649.000	649.875	650.750	651.625	652.500	653.375	654.250	655.125	656.000	656.875	657.750	658.625	659.500	660.375	661.250	662.125	663.000	663.875	664.750	665.625	666.500	667.375	668.250	669.125	670.000	670.875	671.750	672.625	673.500	674.375	675.250	676.125	677.000	677.875	678.750	679.625	680.500	681.375	682.250	683.125	684.000	684.875	685.750	686.625	687.500	688.375	689.250	690.125	691.000	691.875	692.750	693.625	694.500	695.375	696.250	697.125	698.000	698.875	699.750	700.625	701.500	702.375	703.250	704.125	705.000	705.875	706.750	707.625	708.500	709.375	710.250	711.125	712.000	712.875	713.750	714.625	715.500	716.375	717.250	718.125	719.000	719.875	720.750	721.625	722.500	723.375	724.250	725.125	726.000	726.875	727.750	728.625	729.500	730.375	731.250	732.125	733.000	733.875	734.750	735.625	736.500	737.375	738.250	739.125	740.000	740.875	741.750	742.625	743.500	744.375	745.250	746.125	747.000	747.875	748.750	749.625	750.500	751.375	752.250	753.125	754.000	754.875	755.750	756.625	757.500	758.375	759.250	760.125	761.000	761.875	762.750	763.625	764.500	765.375	766.250	767.125	768.000	768.875	769.750	770.625	771.500	772.375	773.250	774.125	775.000	775.875	776.750	777.625	778.500	779.375	780.250	781.125	782.000	782.875	783.750	784.625	785.500	786.375	787.250	788.125	789.000	789.875	790.750	791.625	792.500	793.375	794.250	795.125	796.000	796.875	797.750	798.625	799.500	800.375	801.250	802.125	803.000	803.875	804.750	805.625	806.500	807.375	808.250	809.125	810.000	810.875	811.750	812.625	813.500	814.375	815.250	816.125	817.000	817.875	818.750	819.625	820.500	821.375	822.250	823.125	824.000	824.875	825.750	826.625	827.500	828.375	829.250	830.125	831.000	831.875	832.750	833.625	834.500	835.375	836.250	837.125	838.000	838.875	839.750	840.625	841.500	842.375	843.250	844.125	845.000	845.875	846.750	847.625	848.500	849.375	850.250	851.125	852.000	852.875	853.750	854.625	855.500	856.375	857.250	858.125	859.000	859.875	860.750	861.625	862.500	863.375	864.250	865.125	866.000	866.875	867.750	868.625	869.500	870.375	871.250	872.125	873.000	873.875	874.750	875.625	876.500	877.375	878.250	879.125	880.000	880.875	881.750	882.625	883.500	884.375	885.250	886.125	887.000	887.875	888.750	889.625	890.500	891.375	892.250	893.125	894.000	894.875	895.750	896.625	897.500	898.375	899.250	900.125	901.000	901.875	902.750	903.625	904.500	905.375	906.250	907.125	908.000	908.875	909.750	910.625	911.500	912.375	913.250	914.125	915.000	915.875	916.750	917.625	918.500	919.375	920.250	921.125	922.000	922.875	923.750	924.625	925.500	926.375	927.250	928.125	929.000	929.875	930.750	931.625	932.500	933.375	934.250	935.125	936.000	936.875	937.750	938.625	939.500	940.375	941.250	942.125	943.000	943.875	944.750	945.625	946.500	947.375	948.250	949.125	950.000	950.875	951.750	952.625	953.500	954.375	955.250	956.125	957.000	957.875	958.750	959.625	960.500	961.375	962.250	963.125	964.000	964.875	965.750	966.625	967.500	968.375	969.250	970.125	971.000	971.875	972.750	973.625	974.500	975.375	976.250	977.125	978.000	978.875	979.750	980.625	981.500	982.375	983.250	984.125	985.000	985.875	986.750	987.625	988.500	989.375	990.250	991.125	992.000	992.875	993.750	994.625	995.500	996.375	997.250	998.125	999.000	999.875	1000.750	1001.625	1002.500	1003.375	1004.250	1005.125	1006.000	1006.875	1007.750	1008.625	1009.500	1010.375	1011.250	1012.125	1013.000	1013.875	1014.750	1015.625	1016.500	1017.375	1018.250	1019.125	1020.000	1020.875	1021.750	1022.625	1023.500	1024.375	1025.250	1026.125	1027.000	1027.875	1028.750	1029.625	1030.500	1031.375	1032.250	1033.125	1034.000	1034.875	1035.750	1036.625	1037.500	1038.375	1039.250	1040.125	1041.000	1041.875	1042.750	1043.625	1044.500	1045.375	1046.250	1047.125	1048.000	1048.875	1049.750	1050.625	1051.500	1052.375	1053.250	1054.125	1055.000	1055.875	1056.750	1057.625	1058.500	1059.375	1060.250	1061.125	1062.000	1062.875	1063.750	1064.625	1065.500	1066.375	1067.250	1068.125	1069.000	1069.875	1070.750	1071.625	1072.500	1073.375	1074.250	1075.125	1076.000	1076.875	1077.750	1078.625	1079.500	1080.375	1081.250	1082.125	1083.000	1083.875	1084.750	1085.625	1086.500	1087.375	1088.250	1089.125	1090.000	1090.875	1091.750	1092.625	1093.500	1094.375	1095.250	1096.125	1097.000	1097.875	1098.750	1099.625	1100.500	1101.375	1102.250	1103.125	1104.000	1104.875	1105.750	1106.625	1107.500	1108.375	1109.250	1110.125	1111.000	1111.875	1112.750	1113.625	1114.500	1115.375	1116.250	1117.125	1118.000	1118.875	1119.750	1120.625	1121.500	1122.375	1123.250	1124.125	1125.000	1125.875	1126.750	1127.625	1128.500	1129.375	1130.250	1131.125	1132.000	1132.875	1133.750	1134.625	1135.500	1136.375	1137.250	1138.125	1139.000	1139.875	1140.750	1141.625	1142.500	1143.375	1144.250	1145.125	1146.000	1146.875	1147.750	1148.625	1149.500	1150.375	1151.250	1152.125	1153.000	1153.875	1154.750	1155.625	1156.500	1157.375	1158.250	1159.125	1160.000	1160.875	1161.750	1162.625	1163.500	1164.375	1165.250	1166.125	1167.000	1167.875	1168.750	1169.625	1170.500	1171.375	1172.250	1173.125	1174.000	1174.875	1175.750	1176.625	1177.500	1178.375	1179.250	
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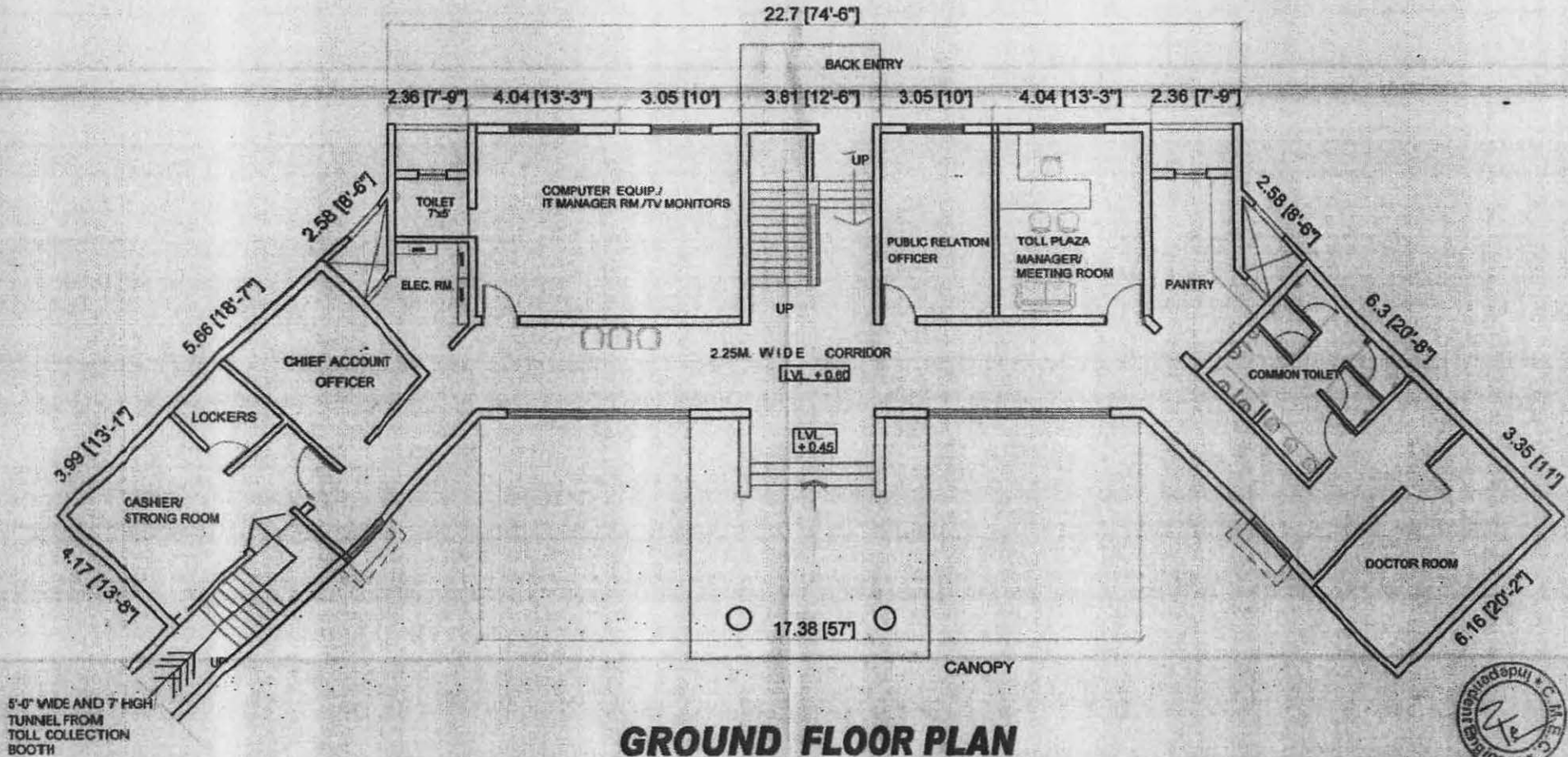


PROPOSED FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCERNED AGENCIES ACP TOLLWAYS Pvt. Ltd. <small>AN INVESTMENT PROMOTION VENTURE</small>		CONSULTANT BGS CONSORTIUM 1. B&S ENGINEERING CONSULTANTS PVT. LTD. (BSEC) 2. CDS CONSULT (INDIA) PVT. LTD. (CDS) 3. SHWETA TECHNOPHILE CONSULTANTS PVT. LTD. (STCLPL)		STATUS OF DRAWING FOR APPROVAL		DESIGNED BY R.P. SINGH/SHWETA		TITLE PROPOSED DESIGN PLAN & PROFILE KM 68+000 TO KM 68+700	
CLIENT UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER CMEC Consulting Engineers		OFFICE OF ORIGIN SHWETA TECHNOPHILE CONSULTANTS PVT LTD 222-223,113, Rajhans Plaza, Ahinsa Khand-I, Indraprastha, Ghaziabad, U.P.-201010		DESIGNED BY R.P. SINGH/SHWETA		CHECKED BY R.P. SINGH/SHWETA		DRAWING NO. BCS/VS/P&P-05 (Sheet-1 of 2)	
APPROVED		APPROVED		APPROVED		APPROVED		APPROVED		APPROVED	



← SHAKTINAGAR

VARANASI →



GROUND FLOOR PLAN

ADMINISTRATION BLOCK



ACP TOLLWAYS PVT. LTD.

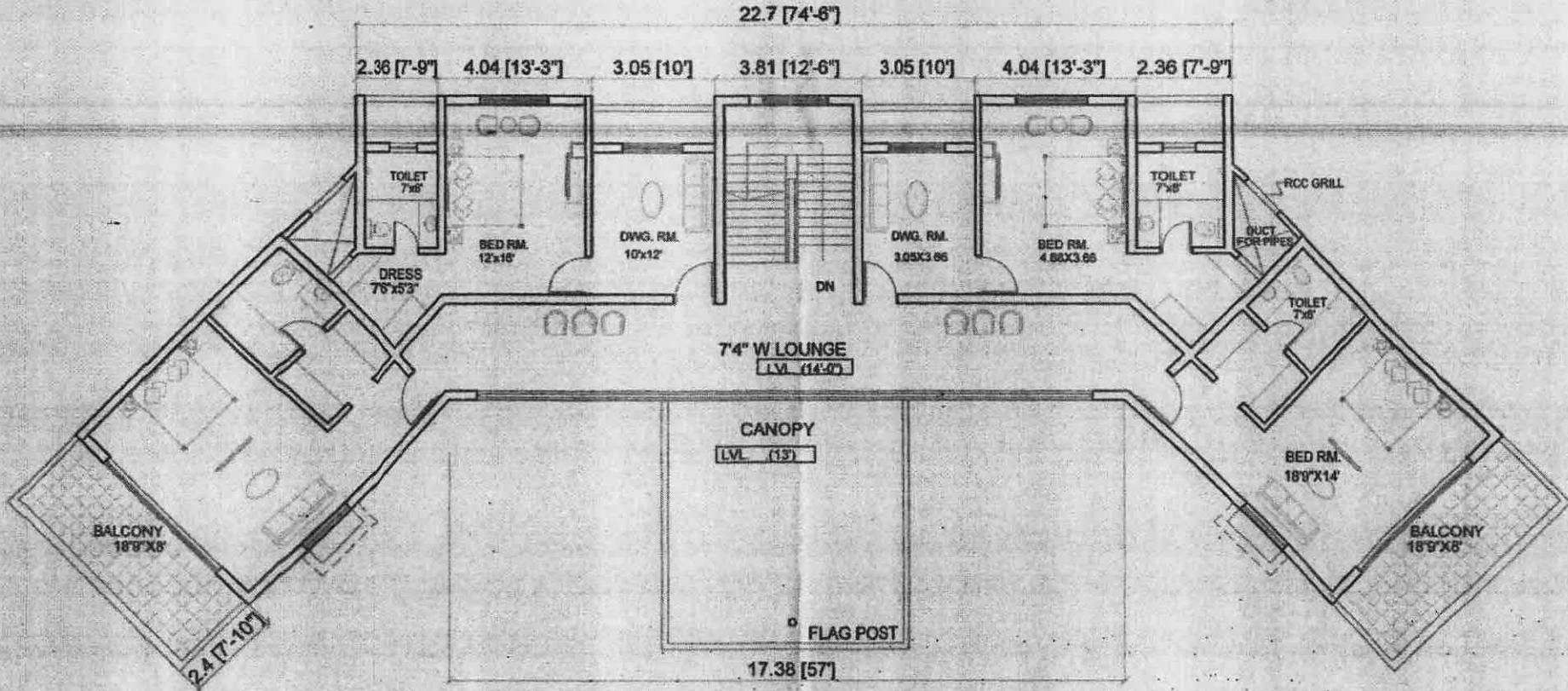
Authorized Signatory

GOOD FOR CONSTRUCTION

PROJECT: FOUR LANING WITH PAVED SHOULDERS OF VARAMASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONSULTING ENG. ACP TOLLWAYS PVT. LTD. 204 VANDANA ENCLAVE, GOVT. BAGAH, GAZIABAD-201012, U.P.		EPC: CHETAK ENTERPRISES LTD. 104 Mangrova Road, Subh Asha, Varanasi-221001, U.P. (220940401)		TITLE OF DRAWING: FOR APPROVAL		DESIGNED BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH-69-180 (BUILDING PLAN)	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMCE Consulting Engineers		APPROVED BY: [Signature]		DRAWING NO: ACP/PL/SHAKTINAGAR/01 (Sheet of 01)		HORIZONTAL SCALE: AS SHOWN		A2	

← SHAKTINAGAR

VARANASI →



FIRST FLOOR PLAN

ADMINISTRATION BLOCK



ACP TOLLWAYS PVT. LTD.

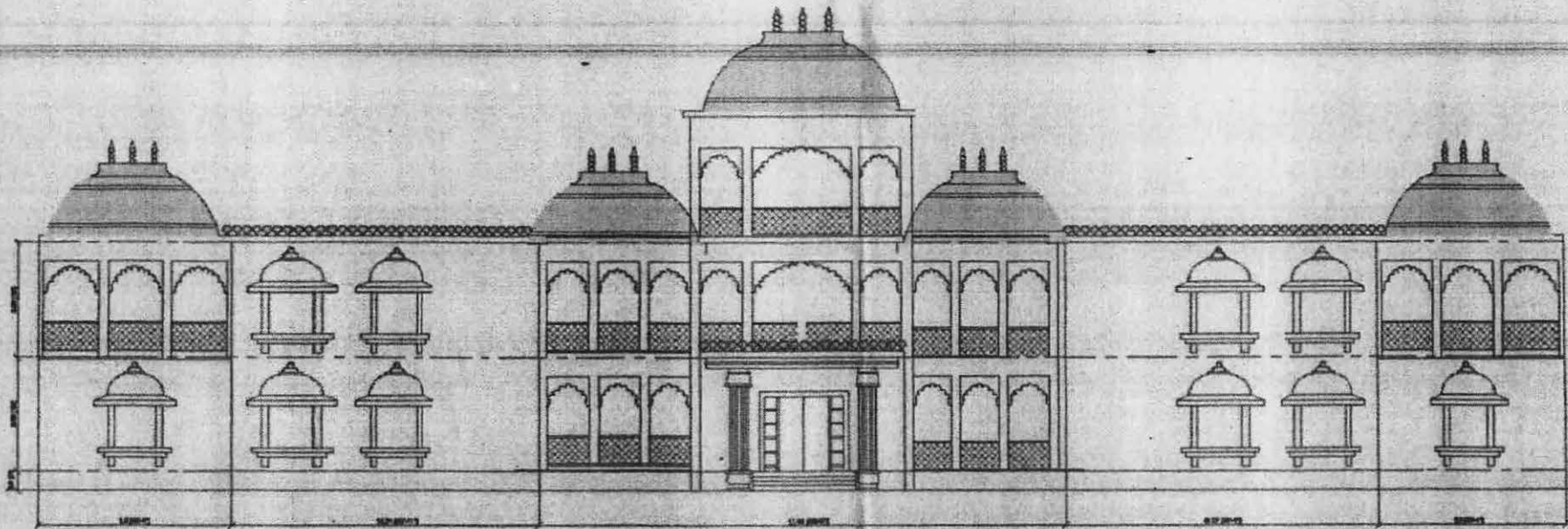
Authorised Signatory

GOOD FOR CONSTRUCTION

DATE: 19-1-15 REVISIONS:	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONARIES: ACP TOLLWAYS PVT. Ltd. <small>84, WING 10, 2ND FLOOR, CHAITAK, VARANASI-221002 (U.P.)</small>	IFC: CHITAK ENTERPRISES Ltd. <small>84, WING 10, 2ND FLOOR, CHAITAK, VARANASI-221002 (U.P.)</small>	STATUS OF DRAWING: FOR APPROVAL	DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	TITLE: PROPOSED TOLL PLAZA AT CH-56+100 (BUILDING PLAN) DRAWING NO: ACP/PLA/SHP/TOLL/07 (Sheet 2 of 02)	A2
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMEC Consulting Engineers	ENVIRONMENTAL SCALE: AS SHOWN	APPROVAL:	APPROVED BY: [Signature]	APPROVED BY: [Signature]	APPROVED BY: [Signature]

SHAKTINAGAR

VARANASI



OPEN FRONT ELEVATION



GOOD FOR CONSTRUCTION
 ACP TOLLWAYS PVT. LTD.
 Authorized Signatory

PROJECT FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONSULTANT NAME  ACP TOLLWAYS Pvt. Ltd. <small>104, Ring Road, Park Area, Varanasi-221002, Uttar Pradesh</small>		CLIENT  CHETAX ENTERPRISES Ltd. <small>104, Ring Road, Park Area, Varanasi-221002, Uttar Pradesh</small>		STATE OF UTTAR PRADESH FOR APPROVAL		DRAWN BY 		TITLE PROPOSED TOLL PLAZA AT CHLH+HOBUILDING ELEVATION PLAN									
CLIENT  UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER  OMC Consulting Engineers		APPROVED BY 		DRAWING NO. ACP/PLAZA/TOLL/08 (Sheet 2 of 3)		HORIZONTAL SCALE: AS SHOWN		A2									
REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>APPROVED</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION	APPROVED														
NO.	DATE	DESCRIPTION	APPROVED																

**UTTAR PRADESH STATE HIGHWAYS
AUTHORITY**

*Annexure - 6
(copy)*



Government of Uttar Pradesh

**FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-
SHAKTINAGAR ROAD UPTO HATHI NALA (SH-5A) IN THE STATE
OF UTTAR PRADESH ON DESIGN, BUILD, FINANCE, OPERATE
AND TRANSFER
(DBFOT) BASIS**

CONCESSION AGREEMENT

Between

**UTTAR PRADESH STATE HIGHWAYS AUTHORITY
4th Floor, Kisan Madi Bhawan,
Vibhuti Khand, Gomti Nagar, Lucknow-226010**

And

**M/s ACP Tollways Pvt. Ltd.,
B-9, Vibhuti Khand, Gomti Nagar Lucknow-226010**

8 December, 2011

ARTICLE 12

CONSTRUCTION OF THE PROJECT HIGHWAY**12.1 Obligations prior to commencement of construction**

Prior to commencement of Construction Works, the Concessionaire shall:

- (a) submit to the Authority and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule-G;
- (b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
- (c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- (d) make its own arrangements for quarrying of materials needed for the Project Highway under and in accordance with the Applicable Laws and Applicable Permits.

12.2 Maintenance during Construction Period

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

12.3 Drawings

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

- (a) The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of all Drawings to the Independent Engineer for review;



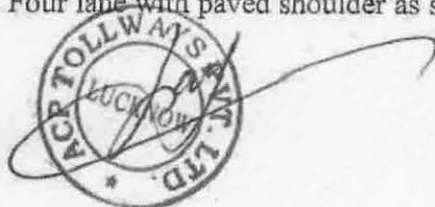
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- (b) By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;
- (c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk;
- (d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings;
- (e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner;
- (f) Without prejudice to the foregoing provisions of this Clause 12.3, the Concessionaire shall submit to the Authority for review and comments, its Drawings relating to alignment of the Project Highway, finished road level, location and layout of the Toll Plazas and general arrangement drawings of major bridges, flyovers and grade separators, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings. The provisions of this Clause 12.3 shall apply *mutatis mutandis* to the review and comments hereunder; and
- (g) Within 90 (ninety) days of the Project Completion Date, the Concessionaire shall furnish to the Authority and the Independent Engineer a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities.

12.4 Four lane with paved shoulder of the Project Highway

- 12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Four lane with paved shoulder as specified in Schedule-B and Schedule-C, and



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in conformity with the Specifications and Standards set forth in Schedule-D. The 900th (nine hundredth) day from the Appointed Date shall be the scheduled date for completion of Four lane with paved shoulder (the "Scheduled Four lane with paved shoulder Date") and the Concessionaire agrees and undertakes that Four lane with paved shoulder shall be completed on or before the Scheduled Four lane with paved shoulder Date.

12.4.2 The Concessionaire shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule-G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Four lane with paved shoulder Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Four lane with paved shoulder Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.4.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.4.3 In the event that Four lane with paved shoulder is not completed within 270 (two hundred and seventy) days from the Scheduled Four lane with paved shoulder Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.



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ARTICLE 14
COMPLETION CERTIFICATE

14.1 Tests

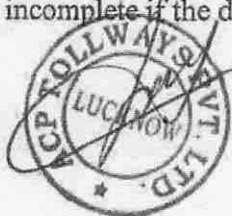
- 14.1.1 At least 30 (thirty) days prior to the likely completion of the Project Highway, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Highway to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days notice to the Independent Engineer.
- 14.1.2 All Tests shall be conducted in accordance with Schedule-I. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project Highway with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Project Highway or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

14.2 Completion Certificate

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

14.3 Provisional Certificate

- 14.3.1 The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-J (the "Provisional Certificate") if the Tests are successful and the Project Highway can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "Punch List"); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.



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14.3.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project Highway, if at least 75% (seventy five per cent) of the total length of the Project Highway has been completed. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part.

14.4 Completion of Punch List items

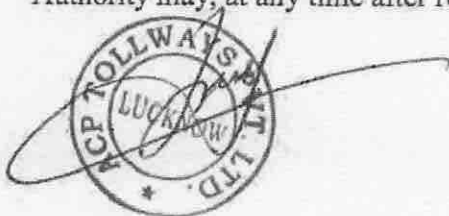
14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.

14.4.2 Upon completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

14.5 Withholding of Provisional Certificate

14.5.1 If the Independent Engineer determines that the Project Highway or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Authority is of the opinion that the Project Highway is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project Highway and direct the Independent Engineer to withhold issuance of the Provisional Certificate. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer



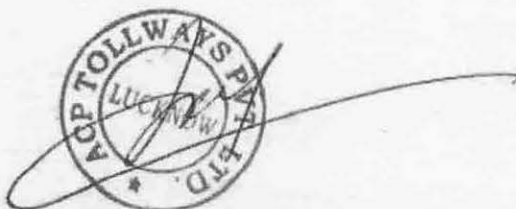
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under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.



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ARTICLE 23

INDEPENDENT ENGINEER**23.1 Appointment of Independent Engineer**

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

23.2 Duties and functions

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

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

23.3 Remuneration

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

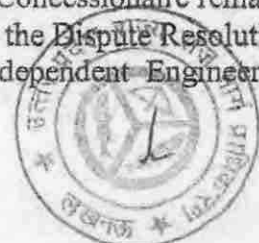
23.4 Termination of appointment

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

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



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

23.5 Authorised signatories

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

23.6 Dispute resolution

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



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Schedules



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SCHEDULE - A

(See Clause 10.1)

SITE OF THE PROJECT

1 The Site

- 1.1 Site of the Four-Lane with paved shoulder Project Highway shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- 1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.
- 1.3 Additional land required for construction of works specified in the Change of Scope Order issued under Clause 16.2.3 of this Agreement shall be acquired in accordance with the provisions of Clause 10.3.6 of this Agreement. Upon acquisition, such land shall form part of the Site and vest in the Authority.



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Annex - I
(Schedule-A)

Site for Four-Laning

1. Site

The Site of the Four-Lane with paved shoulder Project Highway comprises the section of State Highway -5A commencing from Km 0.00 to Km 117.65 i.e. the Varanasi- Shaktinagar section in the State of Uttar Pradesh. The land comprising the Site are described below:

2. Land

The Site of the Project Highway comprises the land described below:

Sr. No.	Chainage (In Km)		Total ROW (In m)	Remarks
	From	To		
1	0.0	1.000	28	
2	1.000	1.850	15	Town Portion & the land for 4-laning is to be acquired
3	1.850	2.400	30	
4	2.400	2.500	28	
5	2.500	3.650	25	
6	3.650	5.400	28	
7	5.400	7.700	30	
8	7.700	12.700	32	
9	12.700	15.100	12	
10	15.100	17.050	32	
11	17.050	17.900	16,20	
12	17.900	20.150	28,32	
13	20.150	23.250	30	
14	23.250	40.150	34	
15	40.150	42.100	32,36	
16	42.100	43.800	32	
17	43.800	44.400	32	
18	44.400	44.550	32	
19	44.550	45.650	32	
20	45.650	47.400	32	
21	47.400	50.200	26	
22	50.200	63.400	28	
23	63.400	69.500	28	
24	69.500	70.100	28	
25	70.100	70.350	28	
26	70.350	70.500	29	
27	70.500	71.750	25	
28	71.750	76.450	25	
29	76.450	79.250	30	
30	79.250	79.300	24	



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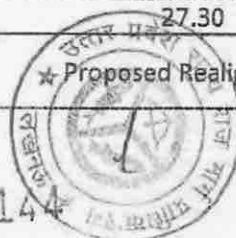
Sr. No.	Chainage (In Km)		Total ROW (In m)	Remarks
	From	To		
31	79.300	80.300	26	
32	80.300	80.850	25	
33	80.850	83.950	28	
34	83.950	84.650	20	
35	84.650	85.150	30	
36	85.150	85.550	24	
37	85.550	86.900	22	
38	86.900	88.750	32	
39	88.750	92.500	24	
40	92.500	94.600	30	
41	94.600	98.750	44	
42	98.750	117.650	30	

However, the details of design chainage and existing chainage is also given below:

Existing KM	Design KM
1	0.00
2	1.00
3	1.95
4	2.95
5	3.95
6	4.95
7	Proposed Bypass
8	
9	
10	
11	12.10
12	13.10
13	14.10
14	15.10
15	16.05
16	17.05
17	18.05
18	19.05
19	20.05
20	21.05
21	22.05
22	23.05
23	24.05
24	25.00
25	26.00
26	27.30
27	★ Proposed Realignment
28	



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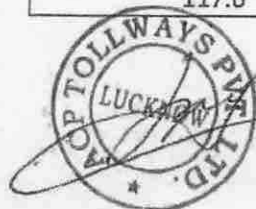
Existing KM	Design KM
29	
30	
31	
32	
33	
34	
35	31.35
36	32.35
37	33.35
38	34.35
39	35.35
40	36.35
41	37.35
42	38.35
43	39.35
44	40.35
45	41.35
46	42.35
47	43.35
48	44.35
49	45.35
50	46.35
51	47.35
52	48.35
53	49.35
54	50.35
55	51.35
56	52.35
57	53.35
58	54.35
59	55.35
60	56.35
61	57.30
62	58.30
63	59.30
64	60.30
65	61.25
66	62.30
67	63.30
68	64.30
69	65.30
70	66.30
71	67.30
72	68.30
73	69.25
74	70.30



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Existing KM	Design KM
75	71.30
76	72.30
77	73.40
78	74.50
79	75.65
80	76.65
81	77.70
82	78.70
83	79.70
84	80.90
85	81.95
86	82.95
87	83.95
88	84.95
89	85.95
90	86.95
91	87.95
92	88.95
93	89.95
94	90.95
95	91.90
96	92.90
97	93.90
98	94.90
99	95.90
100	97.25
101	98.25
102	99.25
103	100.25
104	101.25
105	102.25
106	103.25
107	104.25
108	105.25
109	106.25
110	107.25
111	108.25
112	109.25
113	110.25
114	111.25
115	112.20
116	113.20
117	114.20
117.6	115.00



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3. Carriageway

The present carriageway of the Project Highway is a 2-lane carriageway with earthen shoulders in its entire length, except for the 4 lane sections falling under urban stretches which are described below:

Sr. No.	Chainage (In km)		Total Length(km)	Name of Village / Town
	From	To		
1	64.50	67.50	3.0	Robertsganj City
2	88.00	89.00	1.0	Chopan
	91.00	92.00	1.0	
3	94.00	95.00	1.0	Dala

4. Major Bridges

The Site includes the following Major Bridges:

Sr. No.	Existing Chainage (In Km)	Type of Structure	No. of Spans	Width (In m)
1	87.150	PSC Girder	22x45	11+8.5

5. Railway Over Bridges

The Site includes the following Railway Over Bridges:

Sr. No.	Existing Chainage (In Km)	Type of Structure	No. of Spans	Width (In m)
1	0.200	RCC GIRDER	2x15	10.0
2	81.60	RCC SLAB	1x6	10.0 (RUB)
3	86.10	RCC SLAB	1x6	10.0
4	94.20	RCC SLAB	1x6	10.0

6. Grade Separators

No Grade Separators lies on the above road.

7. Minor Bridges

The Site includes the following Minor Bridges:

S. No.	Existing Chainage (In Km)	Type of Structure	No. of Spans	Width (In m)
1	10/3	Minor Bridge	3x4	10.0
2	25/3	Minor Bridge	2x5	10.0
3	28/2	Minor Bridge	1x7	10.0
4	30/3	Minor Bridge	3x9	10.0
5	31/2	Minor Bridge	2x7.5	10.0
6	37/2	Minor Bridge	1x6	10.0



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S. No.	Existing Chainage (In Km)	Type of Structure	No. of Spans	Width (In m)
7	38/3	Minor Bridge	4x3	10.0
8	57/1	Minor Bridge	6x2.5	10.0
9	59/3	Minor Bridge	2x3	10.0
10	60/1	Minor Bridge	5x10	10.0
11	64/1	Minor Bridge	2x3.5	10.0
12	69/2	Minor Bridge	2x4	10.0
13	85/1	Minor Bridge	2x7	10.0

8. Total number of structures

The total number of structures on the Site is noted below:

(a)	No. of Major Bridges	-	01
(b)	No. of Railway Over Bridges	-	04
(c)	No. of Grade Separators	-	00
(d)	No. of Minor Bridges	-	13
(e)	No. of Vehicular and Non Vehicular Underpasses	-	00
(f)	No. of Box Culverts	-	00
(g)	No. of Pipe Culverts	-	58
(h)	No. of Slab Culverts	-	110

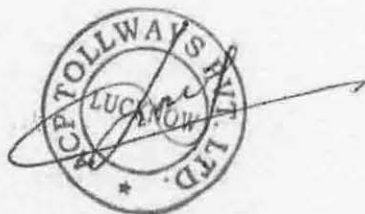
9. Bus bays and Truck Lay byes

Nil

10. Permanent Bridge, Bye Pass or Tunnel costing Rs. 10 crore or more

The Site includes the following permanent bridge/ bypass/ tunnel which was constructed at the cost noted below:

- Bridge at km 88/6 of SH-5A costing Rs.59.40 crore
- Bypass - Nil
- Tunnel - Nil



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SCHEDULE - B
(See Clause 2.1)

DEVELOPMENT OF THE PROJECT HIGHWAY

1 Development of the Project Highway

Development of the Project Highway shall include construction of Four-Lane with paved shoulder from Ch. Km.0.00 to Ch. Km. 64.00 & from Ch. Km.97.00 to Ch. Km. 115.00; and Six-Lane from Ch. Km.64.00 to Ch. Km. 97.0 Project Highway comprises the section of State Highway 5A i.e. the Varanasi - Shaktinagar section in the State of Uttar Pradesh as described in this Schedule-B and in Schedule-C.

2 Four-Laning

Four-Lane with paved shoulder and Six-Laning shall include the Project Highway as described in Annex-I of this Schedule-B and Annex-I of Schedule-C and shall be completed by the Concessionaire in conformity with the Specifications and Standards set forth in Annex-I of Schedule-D.



SCHEDULE -I
(See Clause 14.1.2)

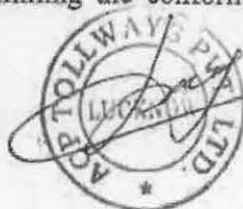
TESTS

1 Schedule for Tests

- 1.1 The Concessionaire shall, no later than 30 (thirty) days prior to the likely completion of Four-Laning, notify the Independent Engineer and the Authority of its intent to subject the Project Highway to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Four-Laning
- 1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project Highway to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-I.

2 Tests

- 2.1 Visual and physical Test: The Independent Engineer shall conduct a visual and physical check of Four lane with paved shoulder to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
- 2.2 Test drive: The Independent Engineer shall undertake a test drive of the Project Highway by a Car and by a fully loaded Truck to determine that the quality of service conforms to the provisions of the Agreement.
- 2.3 Riding quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 2000 (two thousand) mm for each kilometre.
- 2.4 Pavement Composition Test: The thickness and composition of the pavement structure shall be checked on a sample basis by digging pits to determine conformity of such pavement structure with Specifications and Standards. The sample shall consist of one pit in each direction of travel to be chosen at random in each stretch of 5 (five) kilometres of the Project Highway. The first pit for the sample shall be selected by the Independent Engineer through an open draw of lots and every fifth kilometre from such first pit shall form part of the sample for this pavement quality Test.
- 2.5 Cross-section Test: The cross-sections of the Project Highway shall be checked on a sample basis through physical measurement of their dimensions for determining the conformity thereof with Specifications and Standards. For the



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road portion, the sample shall consist of one spot to be selected at random in each stretch of 1 (one) kilometre of the Project Highway. The first spot for the sample shall be selected by the Independent Engineer through an open draw of lots and the spots located at every one kilometre from such first spot shall form part of the sample. For the bridge portion, one spot shall be selected at random by the Independent Engineer in each span of the bridge.

- 2.6 Structural Test for bridges: All major and minor bridges constructed by the Concessionaire shall be subjected to the Rebound Hammer and Ultrasonic Pulse Velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Non-destructive Testing Techniques, at two spots in every span, to be chosen at random by the Independent Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.
- 2.7 Other Tests: The Independent Engineer may require the Concessionaire to carry out or cause to be carried additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.
- 2.8 Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 2.9 Safety review: Safety audit of the Project Highway shall have been undertaken by the Safety Consultant as set forth in Schedule-L, and on the basis of such audit, the Independent Engineer shall determine conformity of the Project Highway with the provisions of this Agreement.

3 Agency for conducting Tests

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

4 Completion/Provisional Certificate

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



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SCHEDULE -J
(See Clause 14.2 & 14.3)

COMPLETION CERTIFICATE

1. I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the "Agreement"), for Four lane with paved shoulder of the Varanasi-Shaktinagar section (km 0.00 to km 115.00) of State Highway No. 05A (the "Project Highway") on design, build, finance, operate and transfer (DBFOT) basis, through M/s ACP Tollways Pvt. Limited hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Four lane with paved shoulder have been completed, and the Project Highway is hereby declared fit for entry into commercial operation on this the day of 20.....

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

(Signature)
(Name)
(Designation)
(Address)



PROVISIONAL CERTIFICATE

- 1 I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the "Agreement"), for Four lane with paved shoulder of the Varanasi-Shaktinagar section (km 0.00 to km 115.00) of State Highway No. 05A (the "Project Highway") on design, build, finance, operate and transfer (DBFOT) basis through M/s ACP Tollways Pvt. Limited (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
- 2 Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,) I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Highway, pending completion thereof.
- 3 In view of the foregoing, I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into commercial operation on this the day of 20.....

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

(Signature)
(Name and Designation)
(Address)

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

(Signature)
(Name and Designation)
(Address)

Note: The text in the () may be deleted, if not applicable.



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