

**BEFORE THE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH,
AT KOLKATA**

O.A. No. 164/2023/EZ

IN THE MATTER OF :

ALL INDIA ANTI CORRUPTION ORGANIZATION

... APPELLANT(S)

VERSUS

UNION OF INDIA & ORS.

...RESPONDENTS(S)

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Place - Kolkata
Date - 24/07/24

Ashok Prasad
(Ashok Prasad)
Advocate,
Counsel for U.O.I.

**BEFORE THE NATIONAL GREEN TRIBUNAL,
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**COUNTER AFFIDAVIT / REPLY FOR AND ON BEHALF OF THE
RESPONDENT NO. 9**

MOST RESPECTFULLY SHOWETH:

I, Neeraj Agrahari, Son of Sh. Rajesh Agrahari aged about 29 Years, employed / appointed as the Deputy Manager (Tech), in NHAI, Project Implementation Unit, Durgapur, West Bengal, functioning / officiating as Head of Office at NHAI Complex, Sector 2A, Bidhannagar, Durgapur, West Bengal – 713212 do hereby solemnly affirm and declare as under: -

1. That I am well conversant with the facts and circumstances of the case, and as such, I am duly authorized and competent to swear this affidavit on behalf of NHAI, in the above matter.
2. That I have read and understood the original appeal and have been advised to traverse by way of this Counter Affidavit as reply thereto.

3. That have and except those which are matter of record and those which are specifically admitted hereto the contents of the OA that have not been specifically admitted hereunder or are a matter of record be deemed denied.

27 JUN 2024



4. That the deponent craves liberty to raise additional submission or file supplementary affidavits in case need arises during the course of arguments.

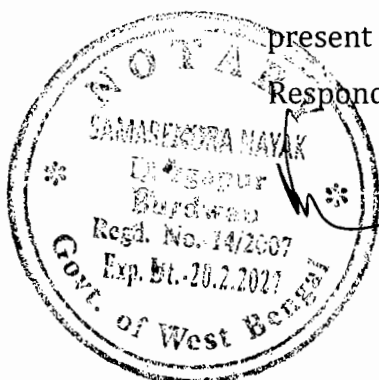
PRELIMINARY SUBMISSIONS:

The application is related to planting sapling on the side of the road along the National Highway by the National Highway Authority of India (NHAI). NHAI had published an International Competitive Bidding & Tender on 23.12.2020 & 22.12.2020; for six-laning of NH-19 from Panagarh to Palsit from KM 521.120 to KM 588.870 with total Project Cost of Rs.2020.93 Crs. and from Palsit to Dankuni from KM 588.870 to KM 652.700 with total Project Cost of Rs.2193.23 Crs. under Bharatmala Pariyojona on Build Operate Transfer (BOT) basis in the State of West Bengal. The work of six-laning of NH-19 has been awarded to M/s Adani Road Transport Ltd. & M/s IRB Infrastructure Developers Ltd. The Concession Agreements have been signed on 14th June, 2021 with Panagarh Palsit Road Pvt. Ltd. (a SPV formed by M/S Adani) & Palsit Dankuni Tollway Pvt. Ltd. (SPV formed by M/S IRB).

Further, it is submitted at the very outset that the Respondent No. 9 deny each averment and submission made in the Original Application, that are contrary to and inconsistent with the averments made and facts stated in the present Counter Affidavit. It is submitted that nothing stated in the petition may be deemed to have been admitted by this Respondent except para 5.14, 5.15, 5.17, 5.21, 5.23, 5.24, 5.27, 5.28, 5.29 of page no.14 to 17, no. 20 to 27 of the Original Application unless and until the same is expressly admitted in the present Counter Affidavit.

PARA-WISE REPLY

1. That the averments made under Paras 5.1 to 5.13 are relating to matter of record and hence, do not warrant any reply from this answering respondent in the present Original Application. Hence, need no comments from this answering Respondent No.9.



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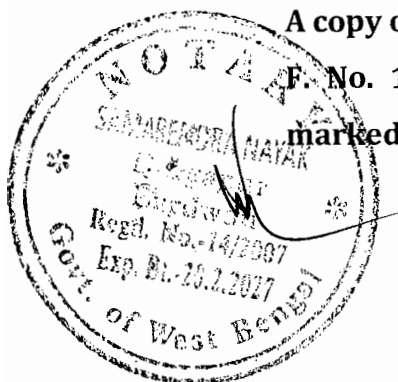
2. That the averments made under Para 5.14 of the Original Application it is humbly submitted that NH-19 does not pass through the location Kumardubi as mentioned in the application and no such alignment from Panagarh to Kumardubi falls under the jurisdiction of this office. NHAI had published an International Competitive Bidding & Tender on 23.12.2020 & 22.12.2020; for six-laning of NH-19 from Panagarh to Palsit from KM 521.120 to KM 588.870 with total Project Cost of Rs.2020.93 Crs. and from Palsit to Dankuni from KM 588.870 to KM 652.700 with total Project Cost of Rs.2193.23 Crs. under Bharatmala Pariyojona on Build Operate Transfer (BOT) basis in the State of West Bengal and awarded to M/s Adani Road Transport Ltd. & M/s IRB Infrastructure Developers Ltd.

A copy of the agreement between NHAI and successful bidder is annexed herewith and marked as Annexure R-1.

3. That the averments made under Para 5.15 of the Original Application it is humbly submitted that Granting of Environmental Clearance for the project of "6-laning of Barwa Adda – Panagarh section of NH-2 from Km 398.240 to Km 521.120 including Panagarh By pass in the state of Jharkhand & West Bengal under NHDP Phase-V on BOT (Toll) on DBFOT pattern" by Ministry of Environment & Forests, Govt. of India, vide F. No. 10-36/2010-IA-III dated 25th July 2012, is a matter of record.

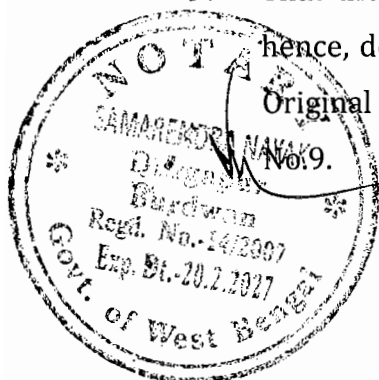
However, the representation of the applicant regarding point no. 14 of the above memo that "Minimum five times the number of trees to be cut shall be planted. It shall be ensured that the trees planted as part of the afforestation shall be looked after by NHAI. Tree plantation shall be of the same species / local species and survival shall be monitored. Transplantation of trees shall be carried out wherever possible." is denied. It may be mentioned that MoEF&CC at Point no (xiv) of Specific Conditions stipulated in the Environment clearance vide F. No. 10-36/2010-IA-III dated 25th July 2012 stipulated for 3 (three) times plantation in lieu of felling of tree.

A copy of the letter of Ministry of Environment & Forests, Govt. of India, vide F. No. 10-36/2010-IA-III dated 25th July 2012 is annexed herewith and marked as Annexure R-2.



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(3)

4. That the averments made under Para 5.16 is relating to matter of record and hence, do not warrant any reply from this answering respondent in the present Original Application. Hence, need no comments from this answering Respondent No.9.
5. That the averments made under Para 5.17 of the Original Application it is humbly submitted that stretches of Panagarh-Palsit & Palsit-Dankuni are splitted in the said two parts under Bharatmala Pariyojana network and the prioritization of the project to be implemented by NHAI has been clearly defined and stated in the Office Memorandum dated 30th November, 2018 of MoRT&H, Government of India (copy enclosed). Also, it is pertinent to mention here that Environmental Clearance for the project of 6-laning of NH-2 from Barwa Adda to Panagarh including Panagarh bypass has been obtained separately.
A copy of the Office Memorandum dated 30/11/2018 is annexed herewith and marked as Annexure R-3.
6. That the averments made under Para 5.18 of the Original Application it is denied and disputed by answering respondent.
7. That the averments made under Paras 5.19 to 5.20 are relating to matter of record and hence, do not warrant any reply from this answering respondent in the present Original Application. Hence, need no comments from this answering Respondent No.9.
8. That the averments made under Para 5.21 of the Original Application it is humbly submitted that after obtaining the necessary permission from concern authority total 14159 no. of trees have been felled down along the stretch of NH-2 from Barakar to Panagarh in connection with the project 6-laning of NH-2 from Barwa Adda to Panagarh including Panagarh Bypass.
9. That the averments made under Para 5.22 is relating to matter of record and hence, do not warrant any reply from this answering respondent in the present Original Application. Hence, need no comments from this answering Respondent No.9.



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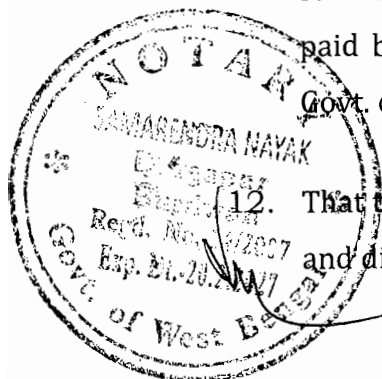
(4)

10. That the averments made under Para 5.23 of the Original Application it is humbly submitted that 24515 no. of trees were felled along the entire stretch of Barwa Adda in the state of Jharkhand to Panagarh in the state of West Bengal. The Concessionaire executing the six-laning works from Barwa Adda to Panagarh including Panagarh Bypass has done 25935 no. avenue plantation. In the section of NH-2 from Barakar to Panagarh, there was limited availability of land for accommodating the stipulated compensatory afforestation. Hence, as per mutually agreed terms and conditions, West Bengal Wasteland Development Corporation Ltd. (WBWDC) carried out the compensatory afforestation departmentally through the concerned Divisional Forest Officers at plantation sites as identified by them. NHAI has paid an amount of Rs.1,08,00,000/- to West Bengal Wasteland Development Corporation Ltd. as expenses for carrying out the plantation of trees against the felling of 14159 no. of trees. The said fund has been utilized towards plantation of 1,15,200 No. of saplings in the years 2015-2016 and 2016-2017 over an area of 72 hectares in Durgapur and Burdwan Forest Divisions against the felling of 14,159 Nos. of trees for 6-laning of Barwa Adda-Panagarh section of NH-2. A utilization certificate along with inspection report has also issued by the Ex-officio General Manager, Green Projects Wing (previously West Bengal Wasteland Development Corporation Ltd. ltd.), West Bengal Forest Development Corporation Ltd. Therefore, 141135 no. of trees have been planted against 24515 trees felled along the entire stretch of NH-19 from Barwa Adda to Panagarh including Panagarh Bypass.

A copy of the utilization certificate along with inspection report issued by the Ex-officio General Manager, Green Projects Wing (previously West Bengal Wasteland Development Corporation Ltd. ltd.), West Bengal Forest Development Corporation Ltd. vide letter no. 931/GPW/3D-12(II) dated 17/09/2021 is annexed herewith and marked as Annexure R-4.

11. That the averments made under Para 5.24 of the Original Application it is humbly submitted that Plantation Cost as per estimate submitted by WBWDC has been paid by NHAI and afforestation has also been done by the Forest Department, Govt. of West Bengal.

12. That the averments made under Para 5.25 of the Original Application, it is denied and disputed by answering respondent.



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13. That the averments made under Paras 5.26 is relating to matter of record and hence, do not warrant any reply from this answering respondent in the present Original Application. Hence, need no comments from this answering Respondent No.9.
14. That the averments made under Para 5.27 to 5.28 of the Original Application it is humbly submitted that the stretch from Panagarh to Kumardubi is not under the jurisdiction of this office.
15. That the averments made under Para 5.29 of the Original Application, it is humbly submitted that afforestation against the trees felled for the 6-laning of the projects from Barwa Adda to Panagarh section of NH-2, an amount of Rs. 1.64 Cr. was deposited with West Bengal Waste Land Development Ltd. towards plantation cost and others. WBWDCL/WBFDCL has already planted sufficient no of trees i.e. 1,15,200 nos of trees over DSP land at Radhamadhabpur (Area-65 Ha.) and ADDA land at Banagram (Area-7 Ha.) and the same had been intimated vide their letter dated 16.06.2020, to balance the ecosystem as per MoEF&CC guidelines. It is also stated that the concessionaire has also taken up median plantation and avenue plantation at various stretches and the work is in progress.
16. That the averments made under Paras 5.30 to 5.32 are relating to matter of record and hence, do not warrant any reply from this answering respondent in the present Original Application. Hence, need no comments from this answering Respondent No.9.
17. In view of the above facts indicated in earlier paras, it is respectfully prayed that this Respondent shall abide by any order or direction, passed by the Hon'ble Tribunal.



27 JUN 2024

Neeraj Arghari

VERIFICATION:

Verified at Durgapur, on this the 27th day of June, 2024 that the contents of the above Affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed there from.

Neeraj Agrahani

DEPONENT

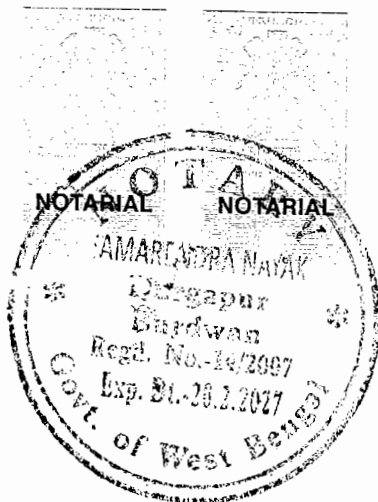
Identified by me

Satyan Chandra

Advocate

WB-3481-1999

Sworn before me by
Neeraj Agrahani
is by S. Ray Advocate
on this 27th day of June 2024
Satyan Chandra
Satyan Chandra Nayak, Notary
Durgapur, Burdwan (W.B.)
Regn. No.-14/2007



27 JUN 2024



NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways)
Government of India

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis.

CONCESSION AGREEMENT AGREEMENT

BETWEEN

NATIONAL HIGHWAYS AUTHORITY OF INDIA

G-5 & 6, Sector-10, Dwarka, New Delhi-110 075

AND

Panagarh Palsit Road Private Limited

“Adani Corporate House”, Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar, Ahmedabad 382421 Gujarat, India

VOLUME-I
CONCESSION AGREEMENT & SCHEDULES

14th June 2021



INDEX FOR VOLUME – I - CONCESSION AGREEMENT WITH SCHEDULES

SL. NO.	DESCRIPTION	PAGE NO.
1.	Volume – I - Concession Agreement with Schedules	
2.	Volume-II - Annexures	
3.	Volume-III - Drawings	

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis

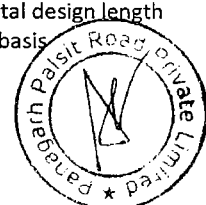


INDEX FOR VOLUME – I - CONCESSION AGREEMENT WITH SCHEDULES

SL. NO.	DESCRIPTION	PAGE NO.
1.	Concession Agreement	
2.	Technical Schedules & Non – Technical Schedules	

Note: All the Amendments/Corrigendum (if any) shall form an integral part of this Agreement.

Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis.



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)



Public Private Partnership in National Highways

DRAFT CONCESSION AGREEMENT

**FOR SIX LANING OF NATIONAL CORRIDOR NH-19
FROM PANAGARH TO PALSIT FROM KM. 521.120 TO
KM. 588.870 (TOTAL DESIGN LENGTH 67.750 KM) IN
THE STATE OF WEST BENGAL UNDER
BHARATMALA PARIYOJANA TO BE EXECUTED ON
BOT (TOLL) basis**

**Government of India
New Delhi
December 2020**



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis

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Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length of 750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

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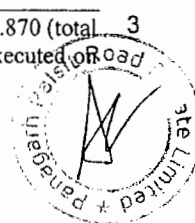
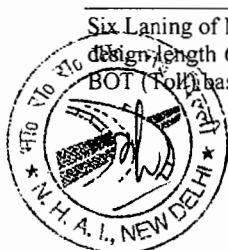
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Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis 3

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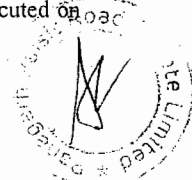
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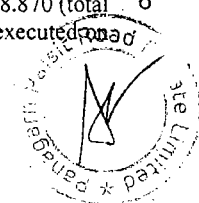
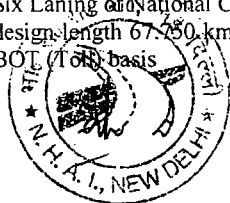
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Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

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Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

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38.1 Divestment Requirements

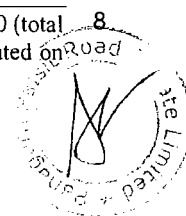
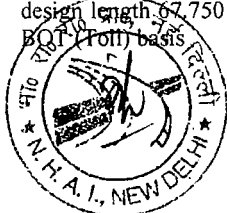
38.2 Inspection and cure

38.3 Vesting Certificate

38.4 Additional Facilities

38.5 Divestment costs etc.

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

39 Defects Liability after Termination

39.1 Liability for defects after Termination

39.2 Retention in Escrow Account

PART VI

Other Provisions

40 Assignment and Charges

40.1 Restriction on assignment and charges

40.2 Permitted assignment and charges

40.3 Substitution Agreement

40.4 Assignment by the Authority

41 Change in Law

41.1 Increase in costs

41.2 Reduction in costs

41.3 Protection of NPV

41.4 Restriction on cash compensation

41.5 No claim in the event of recovery from Users

42 Liability and Indemnity

42.1 General indemnity

42.2 Indemnity by the Concessionaire

42.3 Notice and contest of claims

42.4 Defence of claims

42.5 No consequential claims

42.6 Survival on Termination

43 Rights and Title over the Site

43.1 Licensee rights

43.2 Access rights of the Authority and others

43.3 Property taxes

43.4 Restriction on sub-letting

44 Dispute Resolution

44.1 Dispute resolution

PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

- 44.2 Conciliation
- 44.2a Dispute Resolution Board
- 44.3 Arbitration
- 44.4 Adjudication by Regulatory Authority or Tribunal or Commission

45 Disclosure

- 45.1 Disclosure of Specified Documents
- 45.2 Disclosure of Documents relating to safety

46 Redressal of Public Grievances

- 46.1 Complaints Register
- 46.2 Redressal of complaints

47 Miscellaneous

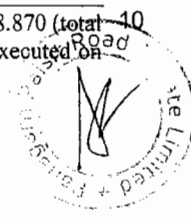
- 47.1 Governing law and jurisdiction
- 47.2 Waiver of immunity
- 47.3 State Support Agreement
- 47.4 Depreciation and Interest
- 47.5 Delayed payments
- 47.6 Waiver
- 47.7 Liability for review of Documents and Drawings
- 47.8 Exclusion of implied warranties etc.
- 47.9 Survival
- 47.10 Entire Agreement
- 47.11 Severability
- 47.12 No partnership
- 47.13 Third Parties
- 47.14 Successors and Assigns
- 47.15 Notices
- 47.16 Supplementary Agreement
- 47.17 Language
- 47.18 Counterparts

48 Definitions

- 48.1 Definitions

Schedules

Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

A Site of the Project

- 1 The Site
 - 2 Deleted[Six-Laning]
- Annex-I: Site for [Six-Laning]
Annex-II: (Deleted)

B Development of the Project Highway

- 1 Development of the Project Highway
 - 2 [Six-Laning]
 - 3 (Deleted)
- Annex-I: Description of [Six-Laning]
Annex-II: DELETEDELETEDLaning]

C Project Facilities

- 1 Project Facilities
 - 2 Project Facilities for [Six-Laning]
 - 3 (Deleted)
- Annex-I: Project Facilities for [Six-Laning]

D Specifications and Standards

- 1 [Six-Laning]
 - 2 (Deleted)
- Annex-I: Specifications and Standards for [Six-Laning]
Annex-II: (Deleted)

E Applicable Permits

- 1 Applicable Permits

F Performance Security**G Project Completion Schedule**

- 1 Project Completion Schedule
- 2 Project Milestone-I
- 3 Project Milestone-II
- 4 Project Milestone-III
- 5 Scheduled [Six-Laning] Date
- 6 Extension of Period

H Drawings

- 1 Drawings
- 2 Additional drawings

Six Lanning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on a BOT-Toll basis



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

Annex-I: List of Drawings

I Tests

- 1 Schedule for Tests
- 2 Tests
- 3 Agency for conducting Tests
- 4 Completion/Provisional Certificate

J Completion Certificate

- 1 Completion Certificate
- 2 Provisional Certificate

K Maintenance Requirements

- 1 Maintenance Requirements
- 2 Repair/rectification of defects and deficiencies
- 3 Other defects and deficiencies
- 4 Extension of time limit
- 5 Emergency repairs/restoration
- 6 Daily Inspection by the Concessionaire
- 7 Divestment Requirements
- 8 Display of Schedule K
- 9 Additional Operations & Maintenance
- 10 Traffic Management and Lane Closure
- 11 Implementation of Asset Management

Annex-I: Schedule K

L Safety Requirements

- 1 Guiding Principles
- 2 Obligations of the Concessionaire
- 3 Appointment of Safety Consultant
- 4 Safety measures during Development Period
- 5 Safety measures during Construction Period
- 6 Safety measures during Operation Period
- 7 Costs and expenses

M Monthly Fee Statement**N Weekly Traffic Census**

- 1 Weekly Traffic Census

Six-Lane of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total 12 design length of 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

2 Weekly Report for Weigh Stations

O DELETED**P Selection of Independent Engineer**

- 1 Selection of Independent Engineer
- 2 Fee and expenses
- 3 Constitution of fresh panel
- 4 Appointment of government entity as Independent Engineer

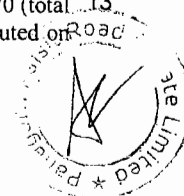
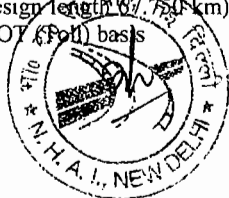
Q Terms of Reference for Independent Engineer

- 1 Scope
- 2 Definitions and interpretation
- 3 Role and functions of the Independent Engineer
- 4 Development Period
- 5 Construction Period
- 6 Operation Period
- 7 Termination
- 8 Determination of costs and time
- 9 Assistance in Dispute resolution
- 10 Other duties and functions
- 11 Miscellaneous
- 12 Assistance to Authority in review of book of accounts

R Fee Notification**S Escrow Agreement**

- 1 Definitions and interpretation
- 2 Escrow Account
- 3 Deposits into Escrow Account
- 4 Withdrawals from Escrow Account
- 5 Obligations of the Escrow Bank
- 6 Escrow Default
- 7 Termination of Escrow Agreement
- 8 Supplementary Escrow Account
- 9 Indemnity

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

- 10 Dispute resolution
- 11 Miscellaneous provisions

T Panel of Chartered Accountants

- 1 Panel of Chartered Accountants
- 2 Invitation for empanelment
- 3 Evaluation and selection
- 4 Consultation with the Concessionaire
- 5 Mutually agreed panel

U Vesting Certificate**V Substitution Agreement**

1. Definitions and interpretation
- 2 Assignment
- 3 Substitution of the Concessionaire
- 4 Project Agreements
- 5 Termination of Concession Agreement
- 6 Duration of the Agreement
- 7 Indemnity
- 8 Dispute resolution
- 9 Miscellaneous provisions

W Procedure for Dispute Resolution Board

Annexure to Schedule-W

Board Member's Declaration of Acceptance

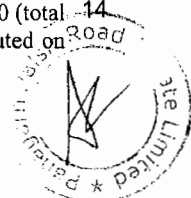
Appendix-I: Deleted

Appendix-II: Deleted

Appendix III Arbitration Rules of the Society for
Affordable Redressal of Disputes (SAROD)

Appendix IV Format for the progress of the Project

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length of 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



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PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

Model Concession Agreement



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis

PUBLIC PRIVATE PARTNERSHIP IN BOT (Toll)

Part I

Preliminary



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



18
 Six Lining of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870
 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
 executed on BOT (Toll) basis

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Certificate No.	: IN-DL81317527471109T
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Unique Doc. Reference	: SUBIN-DL94220361188555071673T
Purchased by	: PANAGARH PALSIT ROAD PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party	: PANAGARH PALSIT ROAD PRIVATE LIMITED
Stamp Duty Paid By	: PANAGARH PALSIT ROAD PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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रियायत करार

यह करार आज दिनांक 14 जून 2021 को निम्नलिखित के बीच किया जाता है

- 1 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम, 1988 के अधीन स्थापित भारतीय राष्ट्रीय राजमार्ग प्राधिकरण जिसके प्रतिनिधित्व इसके अध्यक्ष हैं और जिसका प्रधान कार्यालय जी-5 एवं 6, सेक्टर-10, द्वारका नई दिल्ली-110075 में है (जिसे इसके पश्चात "प्राधिकरण" कहा



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जाए और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो, इसके प्रशासक, उत्तराधिकारी और समनुदेशिती शामिल होंगे) एक पक्ष;

और

- 2 **पानगढ पालसिट रोड प्राईवेट लिमिटेड**, कंपनी अधिनियम 1956 / कंपनी अधिनियम, 2013 के प्रावधानों के तहत संस्थापित एक कंपनी जिसका सीआइएन यू45309जीजे2021पीटीसी121969 है व पंजीकृत कार्यालय अडानी कॉरपोरेट हाउस, शांतिग्राम, वैष्णो देवी सर्किल के पास, एस.जी.हाईवे, खोडीयार, अहमदाबाद-382421 में है(जिसे इसके पश्चात् "रियायतग्राही" कहा जाए और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो इसके उत्तराधिकारी और अनुमत्य समनुदेशिती तथा एवजी शामिल होंगे) दूसरा पक्ष।

यतः

- (क) भारत सरकार ने 521.120 किमी से 588.870 किमी (लगभग 67.750 किमी) तक के सेक्शन सहित राष्ट्रीय राजमार्ग सं. 19 के विकास, रखरखाव और प्रबंधन का कार्य प्राधिकरण को सौंपा था ।
- (ख) प्राधिकरण ने किए जाने वाले रियायत करार में विहित शर्तों के अनुसार पश्चिम बंगाल राज्य में राष्ट्रीय राजमार्ग सं.19 (जिसे इसके पश्चात् "एनएच-19" कहा गया है) के पानगढ-पालसिट सेक्शन पर 521.120 किमी से 588.870 किमी (लगभग 67.750 किमी) तक की वर्तमान सड़क के डिजाइन, निर्माण, वित्त, प्रचालन और हस्तांतरण ('डीबीएफओटी') आधार पर 6 लेन का बनाकर संवर्धन का संकल्प लिया था ।
- (ग) प्राधिकरण ने तदनुसार एक स्तरीय दो लिफाफा बोली प्रक्रिया अपनाई थी और तदनुसार एनएच-19 के उपर्युक्त खण्ड को डीबीएफओटी आधार पर निर्माण, प्रचालन और रखरखाव के लिए योग्यता और बोलीकर्ता के चयन के लिए अपने नोटिस/आरएफपी सं. एनएचएआई/पन-पाल/2020/6 लेन/2ndबोली/ई-52491 दिनांक 23.12.2020 ("प्रस्ताव के लिए अनुरोध" अथवा "आरएफपी") को प्रस्ताव के लिए अनुरोध आमंत्रित किए थे ।
- (घ) प्राधिकरण ने आरएफपी में तकनीकी और वाणिज्यिक निबंधन और शर्तें निर्धारित की थी और परियोजना का कार्य हाथ में लेने के लिए बोलीदाताओं से तकनीकी और वित्तीय बोलियों सहित बोलियां आमंत्रित की थी ।
- (ङ.) प्राप्त बोलियों के मूल्यांकन के उपरांत प्राधिकरण ने, अन्य बातों के साथ-साथ, कंसोर्टियम सहित अपने प्रधान सदस्य के रूप में मैसर्स अडानी रोड ट्रांसपोर्ट लि. के साथ मैसर्स अडानी रोड ट्रांसपोर्ट लि. और मैसर्स प्रकाश अस्फाल्टिंग्स एंड टोल हाईवेज (इंडिया) लि. (सामूहिक रूप से 'कंसोर्टियम') को तकनीकी रूप से योग्य माना था और कंसोर्टियम की वित्तीय बोली को स्वीकार कर लिया और कंसोर्टियम को अपना ठेका पत्र सं. एनएचएआई/पन-पाल/2020/6 लेन/2ndबोली/ई-52491 दिनांक 30.03.2021 (जिसे इसके पश्चात् "अवार्ड-पत्र" कहा जाए) जारी किया जिसमें, अन्य बातों के साथ-साथ, इस पत्र के जारी होने के 45 दिन (पैंतालीस दिन) के अन्दर रियायत करार



निष्पादित करने की अपेक्षा की गई थी। पत्र दिनांक 10.05.2021 द्वारा रियायत समझौते पर हस्ताक्षर करने की निर्धारित तिथि से 30 दिनों के लिए विस्तार प्रदान किया गया।

- (च) कंसोर्टियम ने कम्पनी अधिनियम, 2013 के अधीन रियायतग्राही को सीमित देयता कम्पनी के तौर पर प्रमोट कर निगमित कर दिया है और प्राधिकरण को अनुरोध किया है कि रियायतग्राही को निकाय के रूप में स्वीकार किया जाए जो कि अवार्ड-पत्र के अनुसरण में परियोजना का कार्य करने के लिए रियायत करार करने के दायित्व सहित अवार्ड-पत्र के अंतर्गत कंसोर्टियम के अधिकारों और दायित्वों का निर्वहन और निष्पादन करेगा।
- (छ) अपने पत्र दिनांक 11.06.2021 के द्वारा रियायतग्राही भी कंसोर्टियम के उक्त अनुरोध में शामिल हो गया है कि उसे संस्था के रूप में स्वीकार किया जाए जो कि अवार्ड-पत्र के अनुसरण में रियायत करार करने के दायित्व सहित अवार्ड-पत्र के अंतर्गत कंसोर्टियम के अधिकारों और दायित्वों का निर्वहन और निष्पादन करेगा। रियायतग्राही ने आगे इस हेतु अभिवेदन किया है कि उसे कंसोर्टियम द्वारा इसमें दिए गए उद्देश्यों के लिए प्रमोट किया है।
- (ज) प्राधिकरण ने कंसोर्टियम और रियायतग्राही के उक्त अनुरोध को स्वीकार कर लिया है और तदनुसार इसमें इसके पश्चात दिए गए निबंधन और शर्तों के अधीन डीबीएफओटी आधार पर परियोजना के कार्यान्वयन के लिए रियायतग्राही के साथ यह रियायत करार करने की स्वीकृति दी है।

अतः अब, पूर्वोक्त तथा संबंधित प्रसंविदाओं और इस करार में उल्लिखित सहमतियों को ध्यान में रखते हुए, जिसकी पर्याप्तता और उपयुक्तता को एतद्वारा स्वीकार किया जाता है और एतद्वारा कानूनी तौर पर बाध्यकारी हैं, दोनों पक्ष निम्नलिखित के लिए सहमत हैं:





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सत्यमेव जयते

Certificate No.	: IN-DL81317514397052T
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Account Reference	: IMPACC (IV)/ d1942203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94220361188355200930T
Purchased by	: PANAGARH PALSIT ROAD PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party	: PANAGARH PALSIT ROAD PRIVATE LIMITED
Stamp Duty Paid By	: PANAGARH PALSIT ROAD PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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CONCESSION AGREEMENT

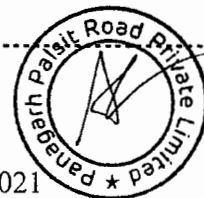
THIS AGREEMENT is entered into on this the 14th day of June, 2021

BETWEEN

- 1 **THE NATIONAL HIGHWAYS AUTHORITY OF INDIA**, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the

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 “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

- 2 **PANAGARH PALSIT ROAD PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956/ Companies Act, 2013 with CIN U45309GJ2021PTC121969 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S.G. Highway, Khodiyar, Ahmedabad -382421, (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- (A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 19 including the section from km 521.120 to km. 588.870 (approx. 67.750 km).
- (B) The Authority had resolved to augment the existing road from km km 521.120 to km. 588.870 (approximately 67.750 km) on the Panagarh-Palsit section of National Highway No.19 (hereinafter called the “**NH -19**”) in the state of West Bengal to Six-Laning on design, build, finance, operate and transfer (“**DBFOT**”) basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.
- (C) The Authority had accordingly adopted a single stage two envelope bidding process and accordingly invited proposals by its Notice/ Request for Proposal No. NHAI/Pan-Pal/2020/6 Lane/2nd Bid/E-52491 dated 23.12.2020 (the “**Request for Proposal**” or “**RFP**”) for qualification and short listing of bidders for construction, operation and maintenance of the above referred section of NH -19 on DBFOT basis.
- (D) The Authority had prescribed the technical and commercial terms and conditions in the RFP and invited bids comprising technical and financial bids from the bidders for undertaking the Project.



- (E) After evaluation of the bids received, the Authority had technically qualified certain bidders including, inter alia, the Consortium comprising M/s Adani Road Transport Limited and M/s Prakash Asphaltings & Toll Highways (India) Ltd. (collectively the “Consortium”) with M/s. Adani Road Transport Limited as its Lead Member and accepted the financial bid of the Consortium and issued its Letter of Award No. NHAI/Pan-Pal/2020/6-Lane/2nd Bid/E-52491 dated 30.03.2021 (hereinafter called the “LOA”) to the Consortium requiring, inter alia, the execution of this Concession Agreement within 45 (forty-five) days of the date of issue thereof and the extension provided for 30 days from the scheduled date of signing of Concession Agreement, vide letter dated 10.05.2021.
- (F) The Consortium has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.
- (G) By its letter dated 11.06.2021, the Concessionaire has also joined in the said request of the Consortium to the Authority to accept it as the entity which shall undertake and perform the obligation and exercise the rights of the Consortium including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Consortium for the purposes hereof.
- (H) The Authority has agreed to the said request of the Consortium and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;
- (f) references to **"construction"** or **"building"** include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and **"construct"** or **"build"** shall be construed accordingly;



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- (g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;
- (k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (m) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- (q) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (r) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;



(s) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to

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increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

- (t) any agreement, consent, approval, authorisation, notice, communication, information report or any other correspondence required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is routed through NHA Data Lake (unless the law requires to send such notice, communication, etc., through physical / any other specified mode only) under the hand of a duly authorised representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;
- (u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- (w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**").

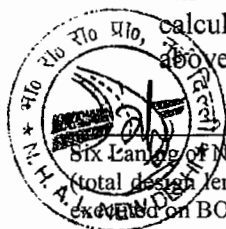
1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/or the Independent Engineer shall be provided free of cost and in three copies, and if the Authority and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.



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1.4 Priority of agreements and errors/discrepancies

1.4.1 This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
 - (b) all other agreements and documents forming part hereof;
- i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.



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Part II

The Concession



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ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the "**Scope of the Project**") shall mean and include, during the Concession Period:

- (a) construction of the Project Highway on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;
- (b) operation and maintenance of the Project Highway in accordance with the provisions of this Agreement; and
- (c) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.



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ARTICLE 3

GRANT OF CONCESSION

3.1 The Concession

- 3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and Authority during the subsistence of this Agreement to construct, operate and maintain the Project (the "**Concession**") for a period of [20 (twenty)] years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein:
- 3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:
- (a) Right of Way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
 - (b) finance and construct the Project Highway;
 - (c) manage, operate and maintain the Project Highway and regulate the use thereof by third parties;
 - (d) demand, collect and appropriate Fee from vehicles and persons liable for payment of Fee for using the Project Highway or any part thereof and refuse entry of any vehicle if the Fee due is not paid;
 - (e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;
 - (f) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
 - (g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Highway nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.



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ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 24, 34, 44 and 47, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent").

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after [90 (ninety)] days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 90 (ninety) days of the notice, or such longer period not exceeding 120 (one hundred and twenty) days as may be specified therein, and the conditions precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

- (a) provided to the Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.2;
- (b) issued the Fee Notification;
- (c) Deleted;
- (d) procured approval of the Railway authorities in the form of a general arrangement drawing that would enable the Concessionaire to construct road overbridges/ underbridges at level crossings on the Project Highway in accordance with the Specifications and Standards and subject to the terms and conditions specified in such approval;
- (e) procured all Applicable Permits relating to environmental protection and conservation of the Site; and
- (f) appointed the Independent Engineer within 90 (ninety) days of this Agreement.

Provided that the Authority at its discretion may waive the Condition Precedent in Clause 4.1.2 (d) for a maximum period of 180 days. All other Condition Precedents shall have to be satisfied prior to declaration of Appointed Date.

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

provided Performance Security to the Authority;

executed and procured execution of the Escrow Agreement;



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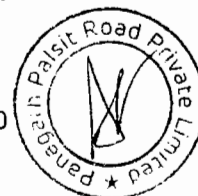
- (c) executed and procured execution of the Substitution Agreement;
- (d) procured all the Applicable Permits specified in Schedule-E unconditionally or if subject to conditions, then all such conditions shall have been satisfied in full and such Applicable Permits are in full force and effect;
- (e) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;
- (f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model, which is workable, formulae linked and interactive, in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;
- (g) delivered to the Authority from {the Consortium Members, their respective} confirmation, in original, of the correctness of their representations and warranties set forth in Sub clauses (k), (l) and (m) of clause 7.1 of this Agreement;
- (h) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the Authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof; and
- (i) satisfy himself about the availability of minimum 90% of the Construction Zone as per joint memorandum signed in accordance with clause 10.3.1 and 10.3.2, subject to the condition that the available Construction Zone shall be sufficient for achievement of COD

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

Notwithstanding anything to the contrary contained in this agreement, but subject to extension, if any, of the period set forth in Articles 4 and 15 on account of a Force Majeure Event, in the event that COD does not occur, for any reason whatsoever, within the period set forth in Clause 15.1 all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have caused with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.



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Upon Termination under Clause 4.1.4, the Authority shall be entitled to to suspend the bidder for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes for a period of One Year . For the avoidance of doubt, it is expressly agreed that if the Concessionaire has submitted the Performance Security, the Authority shall be entitled to encash therefrom an amount equal to 1% of the amount of Estimated Project Cost as mentioned in the RFP.

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

4.2 Damages for delay by the Authority

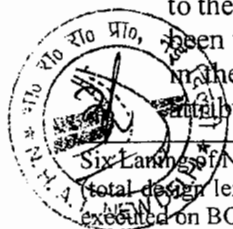
In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (One hundred eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security, provided further that such Damages for delay by the Concessionaire for non-fulfilment of Conditions Precedent shall be payable within 15 (fifteen) days of achievement of fulfilment of Conditions Precedent.

4.4 Deemed Termination upon Delay

Without prejudice to the provisions of Clause 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the



(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis

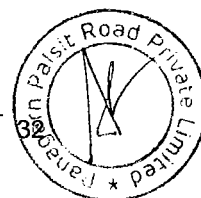


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Concessionaire shall be encashed and appropriated by the Authority to the extent of an amount calculated as 1% (one per cent) of the Total Project Cost.



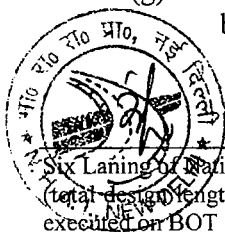
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ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE**5.1 Obligations of the Concessionaire**

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its cost and expense procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits (other than those set forth in Clause 4.1.2), and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Highway;
 - (c) perform and fulfil its obligations under the Financing Agreements;
 - (d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
 - (e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;
 - (f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
 - (g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;



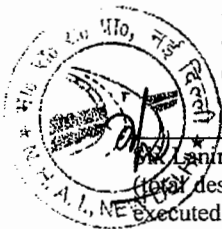
Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



- (h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
- (i) transfer the Project Highway to the Authority upon Termination of this Agreement, in accordance with the provisions thereof.

5.2 Obligations relating to Project Agreements

- 5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.
- 5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.
- 5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the Debt Due.
- 5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and



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 the widening of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

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

5.3 Obligations relating to Change in Ownership

- 5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.

- 5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

- (i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Concessionaire; or
- (ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is

expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise



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of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

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

5.4 Employment of foreign nationals

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

5.5 Employment of trained personnel

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



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5.6 Sole purpose of the Concessionaire

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

5.7 Branding of Project Highway

The Project Highway or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project Highway to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project Highway shall be known, promoted, displayed and advertised by the name of Panagarh-Palsit Section of NH-19.

5.8 Facilities for physically challenged and elderly persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically challenged and elderly persons using the Project Highway.



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ARTICLE 6

OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

- 6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;
 - (b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
 - (c) procure that no barriers are erected or placed on the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (d) make best endeavours to procure that no local Tax, toll or charge is levied or imposed on the use of whole or any part of the Project Highway;
 - (e) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Highway;
 - (f) assist the Concessionaire in procuring Police assistance for regulation of traffic, removal of trespassers and security on the Project Highway;
 - (g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or

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its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Concessionaire or its Contractors their obligations under this Agreement and the Project Agreements.

6.2 Maintenance obligations prior to Appointed Date

During the Development Period, the Authority shall maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date. For the avoidance of doubt, the Authority shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the Project Highway, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.

6.3 Obligations relating to Competing Roads

The Authority shall procure that during the subsistence of this Agreement, neither the Authority nor any Government Instrumentality shall, at any time before the 10th (tenth) anniversary of the Appointed Date, construct or cause to be constructed any Competing Road; provided that the restriction herein shall not apply if the average traffic on the Project Highway in any year exceeds 90% (ninety percent) of its designed capacity specified in Clause 29.2.3. Upon breach of its obligations hereunder, the Authority shall be liable to payment of compensation to the Concessionaire under and in accordance with Clause 35.4.

6.4 Obligations relating to refinancing

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government or the Reserve Bank of India, as the case may be, permit and enable the Concessionaire to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall be utilized for the project purpose only and shall always be subject to the prior approval of the Authority, which shall not be unreasonably withheld. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Authority, but the repayment thereof shall be completed no later than 1(one) year prior to the expiry of Concession Period.



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ARTICLE 7

REPRESENTATIONS AND WARRANTIES**7.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;



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- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter

Provided further that any such request made under Clause 5.3, shall at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders.

- (l) {the selected bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- (m) {the selected bidder/ each Consortium Member} is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (n) all its rights and interests in the Project Highway shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will



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contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and

- (p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

7.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;
- (f) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- (g) it has complied with Applicable Laws in all material respects;
- (h) all information provided by it in response to the Request for Qualification and Request for Proposals, including amendments thereto or disclosures thereunder, in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

it has the right, power and authority to manage and operate the Project Highway up to the Appointed Date;



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- (j) it has good and valid right to the Site, and has power and Authority to grant a licence in respect thereto to the Concessionaire; and
- (k) upon the Concessionaire paying the Concession Fee and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this Agreement.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.



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ARTICLE 8

DISCLAIMER

8.1 Disclaimer

- 8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, {the Consortium Members and their} Associates or any person claiming through or under any of them.
- 8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement.
- 8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error.
- 8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.



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Part III

Development and Operations



Development of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





ARTICLE 9

PERFORMANCE SECURITY

9.1 Performance Security

The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 115.69 crore (Rupees one hundred fifteen crore and sixty nine lakh only) in the form set forth in Schedule-F (the "Performance Security").

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 37. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or to meet any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 37.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 40% (Forty per cent) of the Total Project Cost; provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Performance Security forthwith.



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 Sanctioning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870
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ARTICLE 10 RIGHT OF WAY

10.1 The Site

The site of the Project Highway shall comprise the real estate described in Schedule-A and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "**Site**"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for [Six-Laning] of the Project Highway as set forth in Schedule-A.

10.2 Licence, Access and Right of Way

- 10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Development Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.
- 10.2.2 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and licence rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A hereto (the "**Licensed Premises**"), on an "as is where is" basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in anyway appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
- 10.2.3 The licence, access and Right of Way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that four existing lanes of the Project Highway or an alternative thereof are open to traffic at all times during the Construction Period.
- 10.2.4 It is expressly agreed that the licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Licence, upon the Termination of this Agreement for any reason whatsoever.



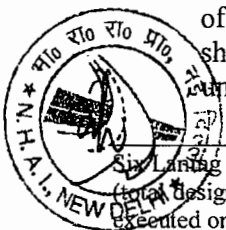
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- 10.2.5 The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.
- 10.2.6 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period;

10.3 Procurement of the Site

- 10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative, the Independent Engineer and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid licence and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.
- 10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way for minimum 90% of the Construction Zone so that on completion of work in this granted RoW access shall be sufficient to construct and achieve COD of the Project. The Appendix shall not include more than 10% (ten per cent) of the remaining parts of the Construction Zone required and necessary for construction. Further, in the event Financial Close is delayed solely on account of delay in grant of such vacant access and balance Construction Zone, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.
- 10.3.3 On and after signing the memorandum and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.



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- 10.3.4 The Authority shall make best efforts to provide and grant, no later than 180(one hundred eighty) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason beyond 180 days, the works corresponding to RoW in the Appendix not provided shall be removed from the Scope of the Project in accordance with Article 16.
- 10.3.5 Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 120 (one hundred and twenty) days of the Appointed Date shall be completed before the Project Completion Date. It is further agreed that the obligation of the Concessionaire to complete the affected Construction Works shall subsist so long as the Authority continues to pay the Damages specified herein, and upon the Authority ceasing to pay such Damages after giving 60 (sixty) days' notice thereof to the Concessionaire, the obligation of the Concessionaire to complete such works on such part of the Site shall cease forthwith.
- 10.3.6 The Concessionaire shall, if so required by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts, under passes and over passes or for construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site and vest in the Authority; provided that the Concessionaire may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the National Highways Act, 1956 and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith; provided further that the cost of land acquired under this Clause 10.3.6 shall be borne by the Authority in accordance with the Act; provided also that the land to be acquired by the Authority hereunder, prior to the Appointed Date, shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the Toll Plazas and approach roads thereof shall conform to the provisions of Schedule - B and Schedule - C. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.



10.3.7 The Concessionaire may procure at its cost and expense and on its own the land that may be required by it for Additional Facilities and the Authority shall

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have no obligation or liability in respect thereof. For the avoidance of doubt, the Concessionaire shall seek prior consent of the Authority to connect any Additional Facility to the Project Highway and such consent shall not be unreasonably withheld. Provided that cost of procuring such land for construction of additional facilities shall not be the part of Financial Package and the Financial Model.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances.

10.5 Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Highway and the performance of its obligations under this Agreement.

10.7 Access to the Authority and Independent Engineer

The licence, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Independent Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the licence granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or



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10.9 (Deleted)



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis	52

ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

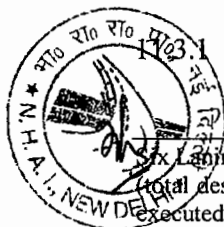
The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement, as per the scope given in Schedule B and in accordance with applicable standards and specifications of concerned utility owning entity. Cost of shifting utilities not included in the Schedule-B, if any, shall be treated as Change of Scope. The Authority will provide assistance to the Concessionaire for obtaining the estimates for shifting of such utilities from the entity owning such electric lines, water pipes or telephone cables, as the case may be. The Concessionaire shall execute such utility shifting works under the supervision of utility owning agency and Independent Engineer (IE) in accordance with the provision of agreement. The supervision charges only shall be paid by the Authority to the utility owning entity. In the event of any delay in shifting thereof, the Concessionaire shall be responsible for failure to perform any of its obligations here under if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

The dismantled material/scrap of existing Utility to be shifted/dismantled shall belong to the Concessionaire who would be free to dispose-off the dismantled material as deemed fit by them.

The work of shifting of utilities can be taken up by the Concessionaire any time after signing of the Agreement.

11.3 New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any obstruction to the execution of the Project Highway, the Concessionaire shall be responsible for the removal of such obstruction. The Project Highway is a part of the National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis.



any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.3.2 The Authority may, by notice require the Concessionaire to connect any adjoining road to the Project Highway, and the connecting portion thereof falling within the Site shall be constructed by the Concessionaire at the Authority's cost in accordance with Article 16. The maintenance of such connecting portion shall be undertaken by the Concessionaire in accordance with the provisions of Clause 17.1.3.

11.3.3 The Authority may by notice require the Concessionaire to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Highway, whereupon the connecting portion thereof that falls within the Site shall be constructed and maintained by the Concessionaire upon advance payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer. For the avoidance of doubt, any connecting road constructed prior to the Appointed Date and falling within the Site shall be maintained by the Concessionaire upon advance payment to be made by the beneficiary entity in accordance with the provisions of this Clause.

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.



Simplification of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis

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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.

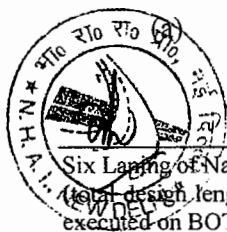
12.2 Maintenance during Construction Period

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 with respect to the Drawings of the Project Highway as set forth in Schedule-H, the following shall apply:

The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project



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Completion Schedule, three copies each of all Drawings to the Independent Engineer for review;

- (b) By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;
- (c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk;
- (d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings;
- (e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner;
- (f) Without prejudice to the foregoing provisions of this Clause 12.3, the Concessionaire shall submit to the Authority for review and comments, its Drawings relating to alignment of the Project 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.



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12.4 Six-Laning of the Project Highway

12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Six-Laning as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The 910th (nine hundred and tenth) day from the Appointed Date shall be the scheduled date for completion of Six-Laning, (the "**Scheduled Six-Laning 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 Six-Laning Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Six-Laning 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 Six-Laning is not completed within 270 (two hundred and seventy) days from the Scheduled Six-Laning Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.5 (Deleted)

12.6 (Deleted)

12.7 Construction of service roads by the Authority

The Authority shall, at any time after the 8th (eighth) anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service roads on the Project Highway in accordance with the specifications and standards applicable to other district roads (ODRs) in the State. Such construction shall be undertaken without causing undue disruption to traffic and upon its completion, the Concessionaire shall have the obligation to maintain the service roads in accordance with Good Industry Practice and regulate the use thereof in accordance with the provisions of this Agreement.



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ARTICLE 13

MONITORING OF CONSTRUCTION**13.1 Monthly progress reports**

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report on physical and financial progress of the Construction Works and shall promptly give such other relevant information as may be required by the Independent Engineer.

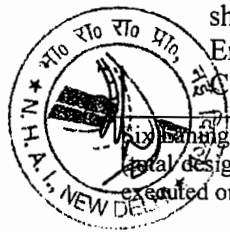
13.2 Inspection

During the Construction Period, the Independent Engineer shall inspect the Project Highway at least once a month and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten per cent) of the quantity and/or number of tests prescribed by IRC and/or MORTH for the construction works undertaken by the Authority through their contractors. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire. For the avoidance of doubt, the costs to be incurred on any Test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that



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such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeated until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

13.4 Delays during construction

Without prejudice to the provisions of Clause 12.4.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that Six-Laning is not likely to be achieved by the Scheduled Six-Laning Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

13.5 Suspension of unsafe Construction Works

- 13.5.1 Upon recommendation of the Independent Engineer to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users and pedestrians.
- 13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and the Users. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.
- 13.5.3 Subject to the provisions of Clause 34.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

13.5.4 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of



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the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled, and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer. In the event that the Scheduled Six-Laning Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Six-Laning Date.

13.6 Video recording

During the Construction Period, the Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Construction Works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.



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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 Subject to the provisions of Clause 14.3.2, 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

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"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 due to is attributable to the Authority; provided further that the Punch List shall also include the cost of completion for each of the outstanding items.

- 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 the Concessionaire has completed construction of 90% (Ninety per cent) of the Site made available to it up to 180 days from the Appointed Date. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Project shall be construed accordingly.

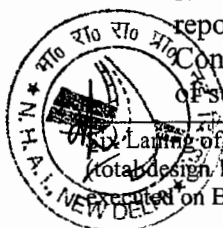
14.4 Completion of Punch List items

- 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 at its discretion to get the Punch List items completed at the risk and cost of the Concessionaire or to terminate this Agreement.

14.5 Withholding of Provisional or Completion 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 within 15 (fifteen) days of conducting such tests. Upon receipt of such a report from the Independent Engineer and after conducting its own



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inspection, if the Authority is of the opinion that the Project Highway is not fit and safe for commercial service, it shall, within 30 (thirty) 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 or Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

- 14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate 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 15

ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

15.1.1 Six-Laning shall be deemed to be complete when the Completion Certificate, is issued under the provisions of Article 14. The commercial operation date of the Project shall be the Appointed date (the "COD"). The Project Highway shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Fee in accordance with the provisions of Article 27.

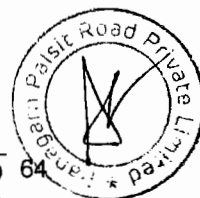
15.2 Damages for delay

15.2.1 The Concessionaire hereby agrees and undertakes that itself shall achieve COD within 180 (One Hundred Eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (One Twenty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (Zero point one per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (One Hundred Eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in COD has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 of due to Force Majeure.

15.2.2 The Concessionaire shall, upon occurrence of COD, notify the Authority forthwith.



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CHANGE OF SCOPE

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (“**Change of Scope**”). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 16.3.

16.2 Procedure for Change of Scope

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
- (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.

16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall

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issue an order (the "**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

- 16.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire under this Article 16.

16.3 Payment for Change of Scope

- 16.3.1 Within 30 (thirty) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

- 16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.

16.4 Restriction on certain works

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



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for purposes of determining completion of [Six-Laning] and issuing the Provisional Certificate.

- 16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 5% (five per cent) of the Total Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 20% (twenty per cent) of the Total Project Cost at any time during the Concession Period.

16.5 Power of the Authority to undertake works

- 16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.2 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority^s, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof.

- 16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimises the disruption in operation of the Project Highway. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

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



The Authority shall transfer 75% (seventy five percent) of the amount so received to the first ranked bidder whose bid shall have been matched by the Concessionaire.

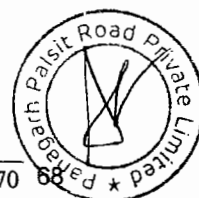
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- 16.6.2 For determining the obligations of the Concessionaire under this Clause 16.6, the provisions of Clauses 16.1, 16.2 and 16.4 shall apply *mutatis mutandis*, and upon issue of Change of Scope Order by the Authority hereunder, the Concessionaire shall pay forthwith the sum specified therein.



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ARTICLE 17

OPERATION AND MAINTENANCE**17.1 O&M obligations of the Concessionaire**

17.1.1 During the Operation Period, the Concessionaire shall operate and maintain the Project Highway in accordance with this Agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvements to the Project Highway to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

- (a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway during normal operating conditions;
- (b) collecting and appropriating the Fee;
- (c) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Project Highway by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- (d) carrying out periodic preventive maintenance of the Project Highway;
- (e) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;
- (f) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
- (g) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the Project Highway;
- (h) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Highway;
- (i) protection of the environment and provision of equipment and materials therefore;
- (j) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Highway;
- (k) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and
- (l) complying with Safety Requirements in accordance with Article 18.



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- 17.1.2 The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at (to be decided in consultation with the Independent Engineer)
- 17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-passes, under-passes or other structures situated on the Site but not forming part of the carriageway.

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-K (the "**Maintenance Requirements**").

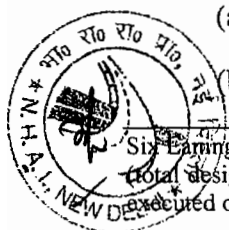
17.3 Maintenance Manual

- 17.3.1 Not later than 180 (one hundred and eighty) days from the Appointed Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project Highway in conformity with the Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.3 shall apply, *mutatis mutandis*, to such revision.
- 17.3.2 Without prejudice to the provision of Clause 17.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that its overall condition conforms to Good Industry Practice.

17.4 Maintenance Programme

- 17.4.1 Not later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period, the Concessionaire shall provide to the Authority and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "**Maintenance Programme**") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

- (a) preventive maintenance schedule;
- (b) arrangements and procedures for carrying out urgent repairs;



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- (c) criteria to be adopted for deciding maintenance needs;
- (d) intervals and procedures for carrying out inspection of all elements of the Project Highway;
- (e) intervals at which the Concessionaire shall carry out periodic maintenance;
- (f) arrangements and procedures for carrying out safety related measures; and
- (g) intervals for major maintenance works and the scope thereof.

17.4.2 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3 The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply *mutatis mutandis* to such modifications.

17.5 Safety, vehicle breakdowns and accidents

17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary traffic cones and lights, and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project Highway shall be limited to an initial response to any particular incident until such time that the competent Authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. For this purpose, it shall maintain and operate a round-the-clock vehicle rescue post with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms;.

17.6 De-commissioning due to Emergency

17.6.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure to traffic of the whole or any part of the Project Highway, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project Highway to traffic for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Concessionaire to the Authority without any delay, and the Concessionaire



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shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.6.2 The Concessionaire shall re-commission the Project Highway or the affected part thereof as quickly as practicable after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project Highway and shall notify the Authority of the same without any delay.

17.6.3 Any decommissioning or closure of any part of the Project Highway and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.7 Lane closure

17.7.1 The Concessionaire shall not close any lane of the Project Highway for undertaking maintenance or repair works except with the prior written approval of the Independent Engineer. Such approval shall be sought by the Concessionaire through a written request to be made at least 7 (seven) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Independent Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.

17.7.2 The provisions of Clause 17.7.1 shall not apply to de-commissioning under Clause 17.6.1 or to closure of any lane for a period not exceeding 2 (two) hours in a day at any time of the day and 6 (six) hours in a day at a time specified by the Independent Engineer as off-peak hours when the flow of traffic is comparatively lower.

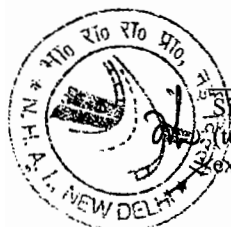
17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) meters, or part thereof, for each day of delay until the lane has been re-opened for traffic.

17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer.

Notwithstanding anything contained in this agreement, should the actual traffic exceed the design capacity, during any year or part thereof and the

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Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled, from such date, to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 5% (five per cent) of Average Daily Fee, and (b) 1% (one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer, for the balance period of the concession.

Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

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

17.9 Authority's right to take remedial measures

- 17.9.1 In the event the Concessionaire does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.

- 17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses under para 4.1.1 (h) and 4.2 (d) of the Escrow Agreement.

17.10 Overriding powers of the Authority

- 17.10.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by



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notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 34.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Project Highway or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, the consequences of such action shall be dealt in accordance with the provisions of Article 34.

17.11 Restoration of loss or damage to Project Highway

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Highway or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Highway conforms to the provisions of this Agreement.

17.12 Modifications to the Project Highway

The Concessionaire shall not carry out any material modifications to the Project Highway save and except where such modifications are necessary for the Project Highway to operate in conformity with the Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Concessionaire's proposal.



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17.13 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project Highway is not available to traffic on account of any of the following for the duration thereof:

- (a) an event of Force Majeure;
- (b) measures taken to ensure the safe use of the Project Highway except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or
- (c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project Highway.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project Highway open to traffic provided they can be operated safely.

17.14 Barriers and diversions

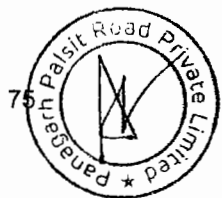
The Authority shall procure that during the Operation Period, no barriers are erected or placed by any Government Instrumentality on the Project Highway except for reasons of Emergency, national security, law and order or collection of inter-state taxes. The Authority shall also make best endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions of traffic from, or closing down of approach roads to the Project Highway that may cause a material adverse effect on the flow of traffic to and from the Project Highway.

17.15 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding shall be visible to the Users while driving on such Highway; provided that this restriction shall not apply to the Toll Plazas, rest areas, bus shelters and telephone booths located on the Project Highway if the advertising thereon does not, in the opinion of the Authority, distract the Users or violates extant guidelines of MORTH. All advertising on the Project Highway shall also conform to Good Industry Practice. For the avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.



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ARTICLE 18

SAFETY REQUIREMENTS**18.1 Safety Requirements**

18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highway, and shall comply with the safety requirements set forth in Schedule-L (the "**Safety Requirements**").

18.1.2 The Authority shall appoint an experienced and qualified firm or organisation (the "**Safety Consultant**") for carrying out safety audit of the Project Highway in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

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



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ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE**19.1 Monthly status reports**

During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report stating in reasonable detail the condition of the Project Highway including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

19.2 Inspection

The Independent Engineer shall inspect the Project Highway at least once a month. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.

19.3 Tests

For determining that the Project Highway conforms to the Maintenance Requirements, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results of such tests forthwith to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire.

19.4 Remedial measures

- 19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Independent Engineer and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.



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19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project Highway into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project Highway conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Monthly Fee Statement

During the Operation Period, the Concessionaire shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of Fee substantially in the form set forth in Schedule-M (the "**Monthly Fee Statement**"). The Concessionaire shall also furnish to the Authority such other information as the Authority may reasonably require, at specified intervals, in discharge of its statutory functions.

19.6 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority and the Independent Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A weekly and monthly summary of such reports shall also be sent within three days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.6, accidents and unusual occurrences on the Project Highway shall include:

- (a) death or injury to any person;
- (b) damaged or dislodged fixed equipment;
- (c) any obstruction on the Project Highway, which results in slow down of the services being provided by the Concessionaire;
- (d) disablement of any equipment during operation;
- (e) communication failure affecting the operation of Project Highway;
- (f) smoke or fire;
- (g) flooding of Project Highway; and
- (h) such other relevant information as may be required by the Authority or the Independent Engineer.



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ARTICLE 20

TRAFFIC REGULATION**20.1 Traffic regulation by the Concessionaire**

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

20.2 Police assistance

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

20.3 Buildings for Traffic Aid Posts

The Concessionaire shall, in accordance with the type designs prescribed for such police outpost buildings by the State Government or a substitute thereof, construct buildings not exceeding 25 (twenty five) square meters of plinth area, for each of the Traffic Aid Posts, and hand them over to the Authority not later than 60 (sixty) days prior to the Scheduled Six-Laning Date. The Traffic Aid Posts shall be deemed to be part of the Site and shall vest in the Authority.

20.4 Recurring expenditure on Police assistance

[On or before the Scheduled Six-Laning Date, the Concessionaire shall provide to the State Police Department or a substitute thereof one Jeep or similar vehicle in good working condition along with chauffeurs for round-the-clock patrolling as set forth in Clause 20.2 and shall meet the operating costs of such vehicle including the salaries and allowances of the chauffeurs. - For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Police Department or a substitute thereof.]



EMERGENCY MEDICAL AID

For providing emergency medical aid during the Operation Period, as set forth in this Agreement, the Concessionaire shall assist the State Government or a substitute thereof to be designated by the Authority in setting up and operating a medical aid post (the “**Medical Aid Post**”) at of the Toll Plaza with round-the-clock ambulance services for victims of accidents on the Project Highway.

The Concessionaire shall, at its cost and in accordance with the type designs prescribed for such buildings by the State Medical Department (or a substitute thereof to be designated by the Authority), construct an aid post building and 2 (two) residential quarters, and hand them over to the Authority, not later than 120 days from the Appointed date, and one Ambulance will be handed over to the Authority not later than 90 days from Appointed date. The Medical Aid Post(s) shall be deemed to be part of the Site and shall vest in the Authority.

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



*Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis

ARTICLE 22

TRAFFIC CENSUS

22.1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerised traffic counters at the Toll Plaza and collect data relating to the number and types of vehicles using the Project Highway. The Concessionaire shall also install, maintain and operate weighing platforms (weigh-in-motion type) for recording, on a sample basis, the weight of commercial goods vehicles using the Project Highway. A weekly statement of such data shall be compiled and furnished forthwith by the Concessionaire to the Authority substantially in the form specified in Schedule-N.

22.2 [Deleted]

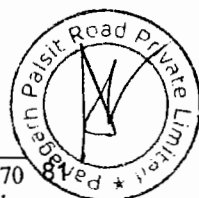
22.3 [Deleted]

22.4 Computer systems and network

The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Authority and other related entities for exchange of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange (the "EDI") as the Authority may specify. For the avoidance of doubt, it is agreed that the form specified in Schedule-N may be modified by the Authority from time to time for conforming to the requirements and output of EDI.



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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 A true copy of all communications sent by the Authority to the Independent Engineer and by the Independent Engineer to the Authority shall be sent forthwith by the Independent Engineer to the Concessionaire.

23.2.3 A true copy of all communications sent by the Independent Engineer to the Concessionaire and by the Concessionaire to the Independent Engineer shall be sent forthwith by the Independent Engineer to the Authority.

23.2.4 Independent Engineer shall periodically submit data on the progress / status of construction works, financial progress and other requisite details at such interval, as mentioned in the TOR, which shall enable the Authority for updating the project specific website, substantially in the format prescribed at Appendix – IV*.

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.

A sample format enclosed at Appendix – IV in clause 23.2.4 and Schedule Q. The format may be modified as per requirement of the project

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23.4 Termination of appointment

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

23.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 23.1.

23.5 Authorised signatories

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

23.6 Dispute resolution

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

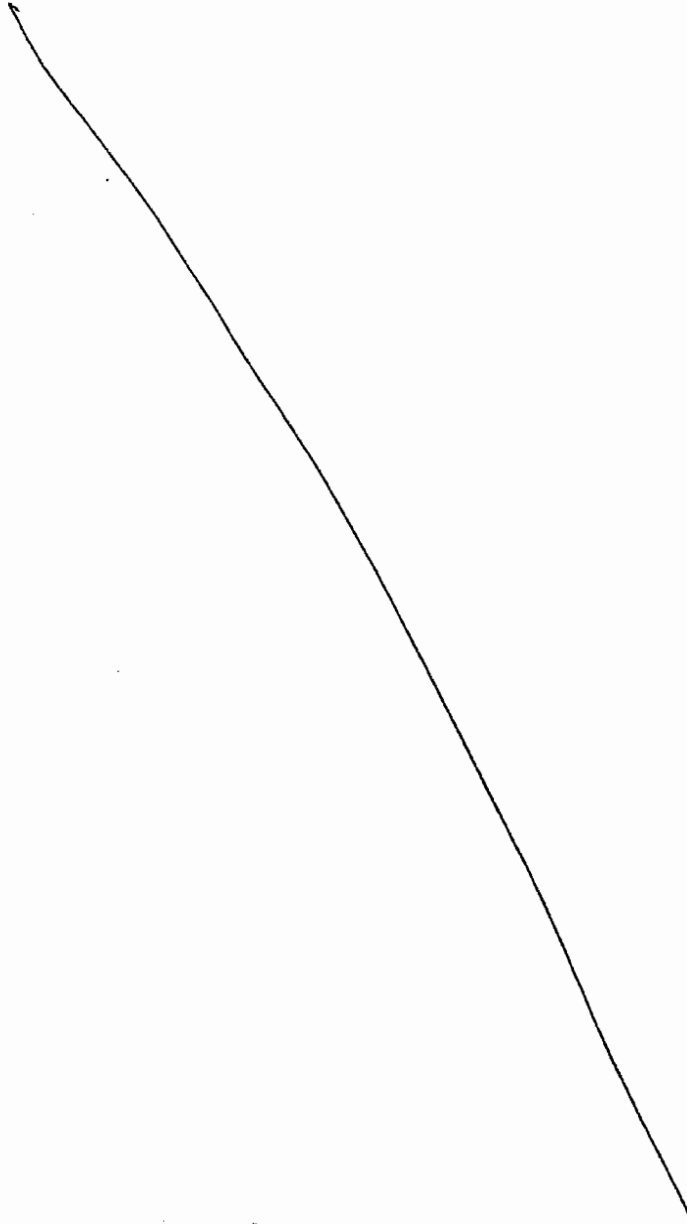


Part IV

Financial Covenants



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ARTICLE 24

FINANCIAL CLOSE**24.1 Financial Close**

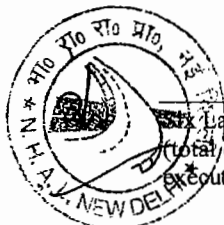
24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure.

24.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

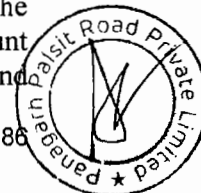
24.2 Termination due to failure to achieve Financial Close

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

24.2.2 Upon Termination under Clause 24.2.1, the Authority shall be entitled to suspend the bidder for participation in the tendering process for the work of MoRTH/NHAI/NHIDCL and work under other Centrally Sponsored Schemes for a period of One Year ; provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, it shall, not suspend the bidder for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes . For the avoidance of doubt, it is expressly agreed that if the Performance Security has been submitted by the Concessionaire, the Authority shall be entitled to encash therefrom an amount equal to 1% of Estimated Project Cost as mentioned in the RFP and



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appropriate the proceeds thereof as Damages.



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ARTICLE 25

PREMIUM

PREMIUM

25.1 Premium

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



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ARTICLE 26
CONCESSION FEE

26.1 Concession Fee

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of concession fee (the "**Concession Fee**") a sum of Re. 1 (Rupee one) per annum {and the Premium specified in Clause 26.2}.

26.2 Additional Concession Fee

26.2.1 Without prejudice to the provisions of Clause 26.1, the Concessionaire agrees to pay to the Authority immediately after the first (1st) anniversary of Project Completion Date, a premium (the "**Premium**") in the form of an additional Concession Fee for every year of the remaining Concession Period, to be calculated on total Realisable Fee in the manner stated in this clause. The Premium to be paid for the 2nd year after Project Completion Date shall equal to 11.500% (eleven and half per cent) of the total Realisable Fee during that year. For all subsequent years, the Premium shall be determined on the total Realisable Fee in the respective year at the percentage to be arrived at by increasing the percentage of Premium by an additional 1% (one percent) as compared to the immediately preceding year.

For the avoidance of doubt, and by way of illustration, if the Premium for the 1st year after Project Completion Date is 3.5% (three point five per cent) of the total Realizable Fee in that year, then the premium for the 2nd year shall be equal to 4.5% (four point five per cent) of the total Realisable Fee for that year.

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

26.3 (Deleted)

26.4 Payment of Premium

The Concession Fee payable under the provisions of this Article 26 shall be due and payable in monthly instalments, within 7 (seven) days of the close of each month.

26.5 Verification of Realisable Fee

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

26.5.2 The Parties hereto agree that if the average daily Fee revenue determined under this Clause 26.5.2 exceeds the average daily Realisable Fee reported by the Concessionaire during the preceding month by 1% (one percent) thereof, the

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difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product thereof shall be paid as Damages by the Concessionaire to the Authority, and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, it is agreed that seasonal variations in traffic volume shall be determined by the Independent Engineer on the basis of past trends and other relevant information, and due weightage shall be assigned to such variations in computing the Realisable Fee under this Clause 26.5.2.



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ARTICLE 27

USER FEE**27.1 Collection and appropriation of Fee**

27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users subject to and in accordance with this Agreement and the National Highways Fee (Determination of Rates and Collection) Rules, 2008 read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide Notification No. G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide Notification No. G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2011 issued vide Notification No. G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide Notification No. G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide Notification No. G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R. 831 (E) dated 21.11.2014, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.2015, and its subsequent amendments upto the Bid Due Date (the "**Fee Rules**"); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles.

27.1.2 The Parties acknowledge that a notification for levy and collection of Fee shall be issued by the Government under Section 8A of the Act with Rule 3 of the National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2008 (the "**Fee Notification**") within 120 (One hundred and twenty) days hereof substantially in the form set forth in Schedule-R.

27.1.3 The Concessionaire acknowledges and agrees that upon payment of Fee, any User shall be entitled to use the Project Highway and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

27.1.4 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the Fee shall be entitled to use the Project Highway without any restrictions, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement. For the avoidance of doubt, the Concessionaire hereby acknowledges that Exempted Vehicles are



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SIX Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





not liable to payment of Fee.

27.2 Revision of Fee

27.2.1 The Parties hereto acknowledge and agree that the Fee shall be revised annually on April 1 in accordance with the provisions of the Fee Rules; provided, however, that such revision shall not be effected until a period of 6 (six) months has elapsed from COD. For the avoidance of doubt, it is agreed that revision on account of variation in WPI shall be restricted to 40% (forty per cent) of the variation in WPI to be determined in accordance with the Fee Rules. Notwithstanding anything contained herein, the statutory provisions of the National Highways Fee (Determination of Rates and Collections) Rules 2008 (the "Fee Notification") shall govern any revision of fee so undertaken.

27.2.2 Deleted.

27.2.3 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of Fee or other relief from the Authority or any Government Instrumentality except in accordance with the express provisions of this Agreement.

27.3 Exemption for Local Users

The Concessionaire shall not collect any Fee from a Local User for non-commercial use of the Project Highway, and shall issue a pass in respect thereof for commuting on a section of the Project Highway as specified in such pass and for crossing the Toll Plaza specified therein. For carrying out the provisions of this Clause 27.3, the Concessionaire shall formulate, publish and implement an appropriate scheme, and make such modifications to the scheme as may reasonably be suggested by the Authority or by Local Users from time to time; provided that for defraying its expenses on issuing of passes and handling of Local Users, the Concessionaire shall be entitled to charge a monthly fee of Rs.150 (Rupees one hundred and fifty only), with reference to the base year 2007-08, to be revised annually in accordance with the Fee Rules to reflect the variation in WPI, and then rounded off to the nearest 5 (five) rupees; provided further that no passes will be required or Fee collected from a vehicle that uses part of the Project Highway and does not cross a Toll Plaza.

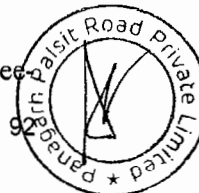
27.4 Free use of service road

27.4.1 The Concessionaire shall not permit entry of Local Users, Tractors, animal-drawn vehicles, three-wheelers and Motor Cycles on the carriageway of the Project Highway where a service road or alternative road is available in conformity with the provisions of Fee Rules; provided that a Motor Cycle shall be permitted to use such carriageway upon payment of Fee. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to set up temporary or permanent Fee collection booths, entry barriers or such other restrictions on the service roads, as may reasonably be necessary for preventing such evasion in accordance with the provisions of Clause 27.8.

27.4.2 Any motorised vehicle, not being a Tractor, animal-drawn vehicle, three-wheeler or Motor Cycle, shall be permitted to use the carriageway of the Project Highway where a service road or alternative road is available in conformity with the provisions of Fee Rules; provided that a Motor Cycle shall be permitted to use such carriageway upon payment of Fee. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to set up temporary or permanent Fee collection booths, entry barriers or such other restrictions on the service roads, as may reasonably be necessary for preventing such evasion in accordance with the provisions of Clause 27.8.



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wheeler, Motor Cycle or a vehicle of Local User, using the service road forming part of the Project Highway shall be liable to payment of Fee as if it was using the Project Highway.

- 27.4.3 Notwithstanding anything contained in para 27.4.1 and 27.4.2 above, free use of service road or matters related thereto shall always be governed by provisions of National Highways Fee (Determination of Rates and Collections) Rules 2008 (the "Fee Notification") in this regard.

27.5 Discounted Fee for frequent Users

- 27.5.1 The Concessionaire shall, upon request from any person, issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey within 24 (twenty four) hours from the time of payment of Fee.

- 27.5.2 The Concessionaire shall, upon request from any person for issue of 50 (fifty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to two-thirds of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time during a period of one month from the date of payment of Fee.

27.6 Reappropriation of excess Fee

- 27.6.1 In the event that the average daily traffic of PCUs in any Accounting Year shall have reached a level equivalent to 120% (one hundred and twenty percent) of the designed capacity specified in Clause 29.2.3 (the "Traffic Cap"), the Fee levied and collected from the traffic exceeding the Traffic Cap shall, notwithstanding anything to the contrary contained in this Agreement, be deemed to be due and payable to the Authority in accordance with the provisions of Clause 27.6.2.

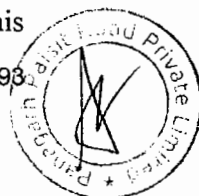
- 27.6.2 If traffic in any Accounting Year exceeds the Traffic Cap, the Concessionaire shall be entitled to collect and appropriate the Realisable Fee for traffic not exceeding the Traffic Cap and for all traffic exceeding the Traffic Cap, the Concessionaire shall collect and deposit the same into the Safety Fund within 60 (sixty) days of the close of the relevant Accounting Year; provided that the balance remaining in respect of the excess traffic of the last Accounting Year of the Concession Period shall be credited to the Safety Fund within 30 (thirty) days of the Transfer Date.

27.7 Tolling Contractor

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



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Agreement and its deposit into the Escrow Account and for compliance with the provisions of this Agreement.

27.8 Fee collection points

Fee shall ordinarily be collected at the Toll Plazas from vehicles crossing the Toll Plazas and using the whole or part of the Project Highway; provided that for preventing evasion of Fee by any vehicle circumventing one or both of the Toll Plazas and using the whole or part of the Project Highway located between such Toll Plazas, the Concessionaire shall be entitled to set up at its own risk and cost, and in consultation with the Independent Engineer, its temporary or permanent Fee collection booths, as may reasonably be necessary for preventing such evasion. For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who only use part of the Project Highway situated on any one side of the Toll Plaza. It is further acknowledged and agreed that the restrictions hereunder shall not extend beyond a distance of 10 (ten) kilometres from the Toll Plazas and the provisions of this Clause 27.8 shall be so enforced as to minimise inconvenience to Users who are not liable to payment of Fee. Notwithstanding anything contained in this para "Fee Collection points" shall always be governed by provisions of National Highways Fee (Determination of Rates and Collections) Rules 2008 (the "Fee Notification") in this regard

27.9 Additional charge for evasion of Fee

In the event that any vehicle uses the Project Highway without payment of Fee due, the Concessionaire shall be entitled to determine and collect from such vehicle the Fee due and an equivalent amount towards predetermined liquidated damages for attempt to make unauthorised use of the Project Highway; provided that the determination and collection of such liquidated damages shall be at the risk and cost of the Concessionaire and the Authority shall not in any manner be liable on account thereof; provided that upon failure of the driver of such vehicle to pay Fee, the Concessionaire may prevent such vehicle from using the Project Highway and may have such vehicle removed therefrom. Notwithstanding anything contained in this para, such collection of additional charge shall always be governed by provisions of National Highways Fee (Determination of Rates and Collections) Rules 2008 (the "Fee Notification") in this regard

27.10 Additional fee for overloaded vehicles

Without prejudice to the liability incurred under the Applicable Laws by any person driving a vehicle that is loaded in excess of the permissible limit set forth in such laws, the Concessionaire may recover Fee for such overloaded vehicle equal to ten times of the fee applicable to such category of mechanical vehicle.

Provided that such Fee shall be levied on the basis of actual Gross Vehicle Weight as measured by a standardised static weighing machine to be installed by the Concessionaire at the Toll Plaza and where no such weighing machine

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has been installed, the Concessionaire shall not be entitled to collect additional Fee for the mechanical vehicle under the provisions of this Clause.

Provided further that upon detection of overloading, the Concessionaire shall prevent the vehicle from using the Project Highway until the excess load has been removed from such vehicle and the Authority shall not be liable for any act of omission of the Concessionaire in relation to such vehicle or person driving such vehicle.

27.11 Display of Fee rates

27.11.1 The Concessionaire shall, one kilometre before the Toll Plaza, 500 (five hundred) meters before the Toll Plaza and 50 (fifty) meters before entry to the Toll Plaza, prominently display the applicable rates of Fee for information of Users approaching the Toll Plaza and shall also publish and display such other information in such manner as may be prescribed under the Fee Rules.

27.11.2 The Concessionaire shall, from time to time, inform the Authority of the applicable Fee and the detailed calculation thereof. Such information shall be communicated at least 15 (fifteen) days prior to the revision of Fee under and in accordance with the Fee Rules.

27.11.3 The Concessionaire shall not revise, display or collect any amounts in excess of the rates of Fee payable under Fee Notification. In the event any excess amounts are collected by or on behalf of the Concessionaire or collect Fee during periods when it is not entitled to do so, it shall, upon receiving a notice to this effect from the Authority, refund such excess amounts to the Authority along with Damages equal to 200% (two hundred percent) thereof.

27.12 Fee collection through electronic devices

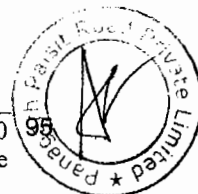
The Concessionaire agrees and undertakes to migrate, as its own cost and expense, to electronic toll collection by means of such methods and devices as the Authority may determine from time to time.

27.13 Real time data for toll collection

The Concessionaire shall install appropriate mechanism to ensure that a real time data of traffic count and corresponding revenue collection shall be shared with the Authority at all times during the Operations period.



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



ARTICLE 28

REVENUE SHORTFALL LOAN

28.1 Revenue Shortfall Loan

28.1.1 If the Realisable Fee in any Accounting Year shall fall short of the Subsistence Revenue as a result of an Indirect Political Event, a Political Event or an Authority Default, as the case may be, the Authority shall, upon request of the Concessionaire, provide a loan for meeting such shortfall (the "**Revenue Shortfall Loan**") at an interest rate equal to 2% (two per cent) above the Bank Rate.

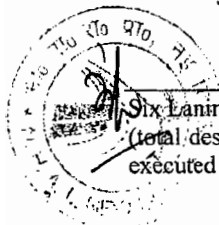
28.1.2 If the half-yearly results of the Concessionaire indicate that the shortfall referred to in Clause 28.1.1 and contemplated for an Accounting Year has arisen in respect of the first 6 (six) months thereof, the Concessionaire shall be entitled to a provisional Revenue Shortfall Loan; provided that, no later than 60 (sixty) days after the close of such Accounting Year, the Concessionaire shall either repay the provisional loan with interest or adjust it against the Revenue Shortfall Loan, if any, as may be due to it under this Clause 28.1.

Provided further if the Realisable Fee in any Accounting Year shall fall short of the Subsistence Revenue as a result of a judicial pronouncement not related to the default of the Concessionaire the Authority shall, upon request of the Concessionaire, provide "Revenue Shortfall Loan" at an interest rate equal to 2% (two percent) above the Bank Rate. The entire surplus cash, after meeting the subsistence expenditure shall be used for repayment of such Revenue Shortfall Loan.

28.1.3 The Authority shall disburse the Revenue Shortfall Loan or the provisional Revenue Shortfall Loan, as the case may be, within 60 (sixty) days of receiving a valid request from the Concessionaire along with the particulars thereof including a detailed account of the Indirect Political Event, Political Event or the Authority Default, as the case may be, and its impact on the collection of Fee.

28.2 Repayment of Revenue Shortfall Loan

A sum equal to 50% (fifty per cent) of the 'profit before tax' of the Concessionaire, as and when made, shall be earmarked for repayment of the Revenue Shortfall Loan and interest thereon, and paid by the Concessionaire to the Authority within 90 (ninety) days of the close of the Accounting Year in which such profits have been made; provided that the Concessionaire shall repay the entire Revenue Shortfall Loan and interest thereon not later than one year prior to the expiry of the Concession Period and in the event that any sum remains due or outstanding at any time during such period of one year, the Authority shall be entitled to terminate this Agreement forthwith. For the avoidance of doubt, it is agreed that the repayment of Revenue Shortfall Loan shall be in accordance with and subject to the provisions of Article 31.



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ARTICLE 29

EFFECT OF VARIATIONS IN TRAFFIC GROWTH**29.1 Effect of variations in traffic growth**

- 29.1.1 The Authority and the Concessionaire acknowledge that the traffic (the "Target Traffic") as on the dates mentioned in the Table below (the "Target Date") is expected to be as under:

Target Date	Target Traffic in PCUs
01.05.2026	59,183
01.05.2031	75,535
01.05.2036	96,403

and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on each Target Date shall be derived based on latest technologies and procedures prescribed by the Authority (the "Actual Average Traffic"). In order to calculate the Actual Average Traffic, the average daily PCUs for [365 days] prior to the Target Date shall be assessed by the Authority. It is further agreed that if the Project Highway shall have two or more Toll Plazas, the average traffic thereof shall be computed for determining the Actual Average Traffic hereunder. For the avoidance of doubt, in the event of any Dispute relating to Actual Average Traffic, the Dispute Resolution Procedure shall apply.

- 29.1.2 In the event that the Actual Average Traffic shall have fallen short of the Target Traffic by more than 5% (five per cent) thereof or exceeded the Target Traffic by more than 5% (five per cent) thereof the Concession Period shall be modified in accordance with Clause 29.2 in accordance with Clause 29.2 though a Supplementary Agreement

29.2 Modification in the Concession Period

- 29.2.1 In the event Actual Average Traffic shall have fallen short of the Target Traffic by more than 5% (five percent), then for every 1% (one per cent) shortfall as compared to the Target Traffic, the remaining Concession Period shall, subject to payment of Concession Fee and Additional Concession Fee in accordance with this Agreement, be increased by 1% (one per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For decrease in traffic in fraction of one percent or part thereof beyond 5% variation shall result in increase in Concession period on pro-rata basis. Further, it is clarified that the subsequent Target Traffic as specified in 29.1.1 shall be reduced by the same percentage. For the avoidance of doubt, and by way of illustration, it is agreed that in the event the Target Traffic is expected to be as follows:

S. No.	365 days period	Daily average Target Traffic	Remaining Concession	Target Date

Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be Executed on BOT (Toll) basis





	ending on	in PCUs for last 365 days	Period (in Yrs)	
1	1 Apr 2025	10000	20	Target Date 1
2	1 Apr 2030	20000	15	Target Date 2
3	1 Apr 2035	30000	10	Target Date 3

and in case the Actual Average Traffic for Target Date 1 is 8750 PCUs, then the remaining Concession Period shall be increased by 7.5% (seven point five per cent) thereof to 21.5 years and the subsequent target traffic shall be revised to:

S. No.	365 days period ending on	Daily average Target Traffic in PCUs for last 365 days	Target Date
1	1 Apr 2030	$20,000 \times (1 - 7.5\%) = 18500$	Target Date 2
2	1 Apr 2035	27,750	Target Date 3

29.2.2 In the event Actual Average Traffic shall have exceeded the Target Traffic by more than 5% (five percent), then for every 1% (one per cent) increase as compared to the Target Traffic, the Concession Period shall be reduced by 1% (one per cent) thereof; provided that such reduction in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For increase in traffic in fraction of one percent or part thereof beyond 5% variation shall result in decrease in Concession period on pro-rata basis. Further, it is clarified that the subsequent Target Traffic as specified in 29.1.1 shall be increased by the same percentage. For the avoidance of doubt and by way of illustration, it is agreed that in the event the Target Traffic is expected to be as follows:

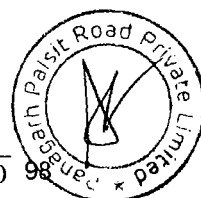
S. No.	365 days period ending on	Daily average Target Traffic in PCUs for last 365 days	Remaining Concession Period (in Yrs)	Target Date
1	1 Apr 2030	10000	20	Target Date 2
2	1 Apr 2035	20000	15	Target Date 3

and in case the Actual Average Traffic in the 365 day period ending on 1 Apr 2030 is 11,250 PCUs, then the remaining Concession Period shall be decreased by 7.5% (seven point five per cent) thereof to 18.5 years and the subsequent Target Traffic shall be revised to:

S. No.	365 days period ending on	Daily average Target Traffic in PCUs for last 365 days	Target Date



Linking of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



1	1 Apr 2035	21,500	Target Date 3

29.2.3 Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway, an Indirect Political Event shall be deemed to have occurred and the Authority may in its discretion terminate this agreement by issuing a Termination Notice and making a Termination Payment under and in accordance with the provisions of clause 34.9.2.

For the avoidance of doubt, the Parties agree that an average daily traffic of [120000 PCUs] shall be deemed to be the design capacity of the Six-Lane Project Highway.

29.2.4 If the Concessionaire shall have, prior to issue of a Termination Notice under Clause 29.2.3, completed the construction works necessary for augmenting the capacity of the Project Highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian Roads Congress Publication No. IRC - 64, 1990 or any substitute thereof, the Indirect Political Event specified in Clause 29.2.3 shall be deemed to have been cured.



Strengthening of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



ARTICLE 30

CONSTRUCTION OF ADDITIONAL TOLLWAY**30.1 Restriction on construction of Additional Tollway**

30.1.1 Notwithstanding anything to the contrary contained in this Agreement but subject always to Clause 30.2, the Authority shall not construct, and shall procure that no Government Instrumentality shall construct or cause to be constructed, any expressway or other toll road between, inter alia, Section of NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 in the State of West Bengal (collectively the "Additional Tollway") for use by traffic at any time during the Construction Period. For the avoidance of doubt, Additional Tollway does not include any expressway or other toll road connecting, inter alia, Section of NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 in the State of West Bengal if the length of such expressway or toll road exceeds the length of the existing route comprising the Project Highway by 20% (twenty per cent) thereof.

30.1.2 If the Authority shall be in breach of the provisions of Clause 30.1.1, the Concessionaire shall, without prejudice to its other rights and remedies under this Agreement including Termination thereof, be entitled to receive compensation from the Authority under and in accordance with the provisions of Clause 35.4.

30.2 Modification in the Concession Period

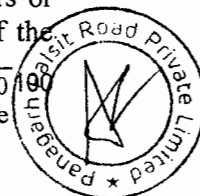
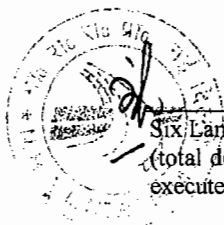
In the event of the Authority or any Government Instrumentality constructing or causing construction of any Additional Tollway before completion of Concession Period, the Concessionaire shall be entitled to an enhancement of Concession Period which shall be equal in duration to the period between the opening of the Additional Tollway and completion of Concession period. This shall, however, be subject to provisions of Clause 29.2.3 of the Agreement and shall be permissible, if the effect of construction of such Additional Tollway causes enhancement in the concession period beyond 20% of the Concession period as provided in clause 29.2.2.

However, if the Concession Period is to be increased in accordance with the provisions of this Clause 30.2, the same shall be added to the Concession Period due to the Concessionaire under and in accordance with all other provisions of this Agreement, save and except the provisions relating to Termination.

30.3 Minimum Fee for the Project Highway

Upon commissioning of the Additional Tollway, the Concessionaire shall continue to collect the Fee, and shall not offer any discounts or reductions in such Fee except with the prior written consent of the Authority; provided that the Concessionaire may continue, in the same form and manner, any discounts or reductions that it had offered to any general or special class of Users or vehicles for a continuous period of three years prior to the opening of the

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



Additional Tollway to traffic.

30.4 Minimum Fee for Additional Tollway

The Authority agrees and undertakes to procure that the fee to be levied and collected during the subsistence of this Concession from any vehicle or class of vehicles using the Additional Tollway shall at no time be less than 25% (twenty five percent) higher than the Fee levied and collected from similar vehicles using the Project Highway.



Construction and Management of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870
(Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



ESCROW ACCOUNT

Agreements;

- (d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- (e) Concession Fee and Premium due and payable to the Authority;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- {(g) Premium due and payable to the Authority;}
- (h) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan; Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under Clause 17.9.2 and debit the same to O&M Expenses
- (i) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (j) any reserve requirements set forth in the Financing Agreements; and
- (k) balance, if any, in accordance with the instructions of the Concessionaire.

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

31.4 Withdrawals upon Termination

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

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- (c) outstanding Concession Fee;
- (d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan; Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 100% (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





Clause 17.9.2 and debit the same to O&M Expenses.

- (e) retention and payments relating to the liability for defects and deficiencies set forth in Article 39;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;
- (i) any other payments required to be made under this Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (j) of this Clause 31.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 38.

31.4.2 The provisions of this Article 31 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 31.4.1 have been discharged.



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



ARTICLE 32 INSURANCE

32.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

32.2 Notice to the Authority

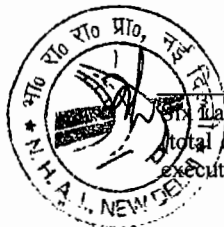
Not later than 45 (forty-five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 32. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

32.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 32 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

32.4 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a



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Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

32.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 32 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

32.6 Concessionaire's waiver

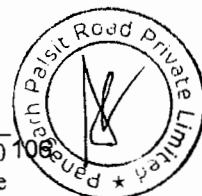
The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

32.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 31.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.



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ARTICLE 33
ACCOUNTS AND AUDIT

33.1 Audited accounts

33.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all Realisable Fees and other revenues derived/collected by it from or on account of the Project Highway and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (one hundred and eighty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

33.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

33.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the traffic count for each category of vehicles using the Project Highway and liable for payment of Fee therefor, (b) Fee charged and received, Realisable Fee and other revenues derived from the Project Highway, and (c) such other information as the Authority may reasonably require.

33.2 Appointment of auditors

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

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



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Accountants.

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

33.2.4 The Authority shall have the right, but not the obligation, to appoint at its cost, for the duration of the Construction Period, another firm (the “**Concurrent Auditors**”) as may be decided by the Authority to undertake concurrent audit of the Concessionaire’s accounts.

33.3 Certification of claims by Statutory Auditors

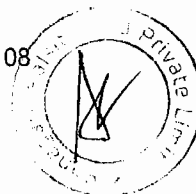
Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt,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

33.4 Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.



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(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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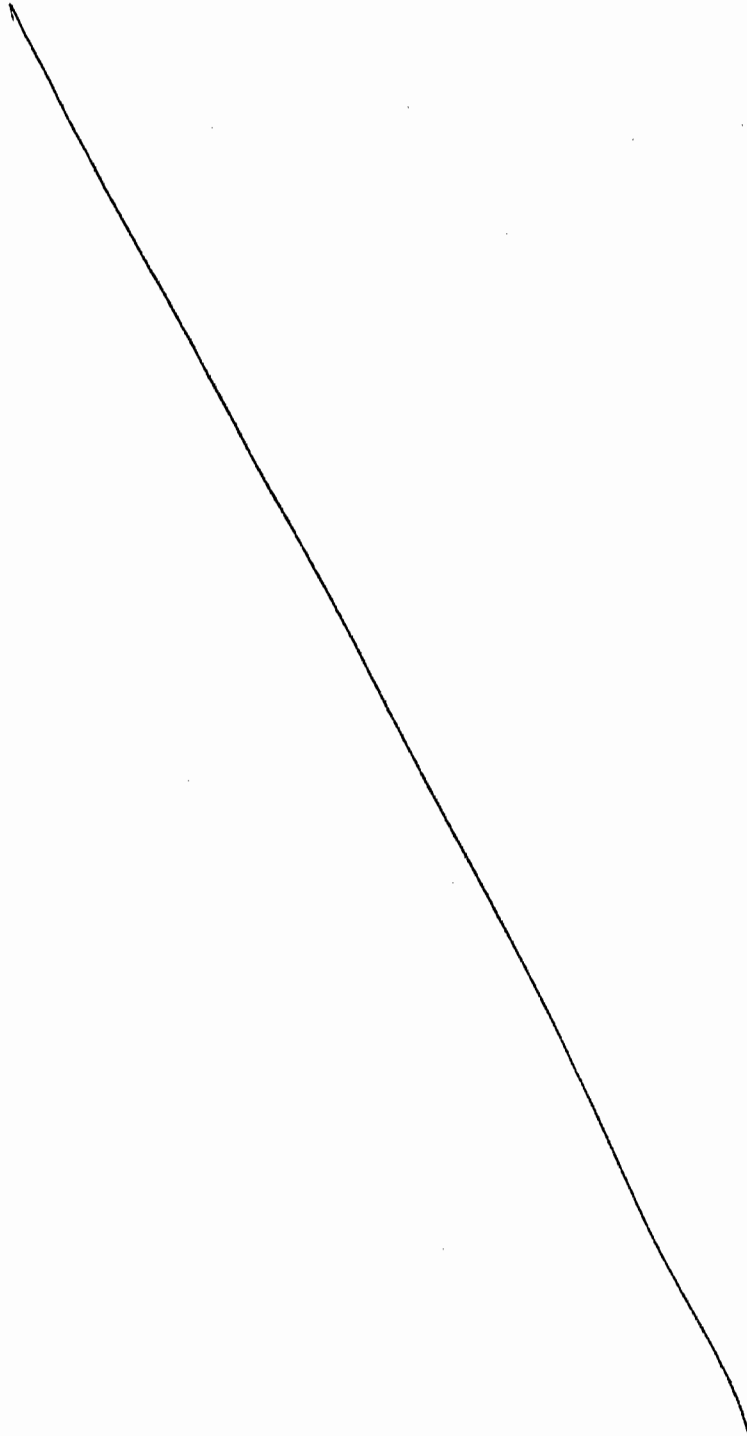


Part V

Force Majeure and Termination



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 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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ARTICLE 34

FORCE MAJEURE**34.1 Force Majeure**

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 34.2, 34.3 and 34.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

34.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 34.3;
- (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- (e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been



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expected to be discovered through a site inspection; or

- (f) any event or circumstances of a nature analogous to any of the foregoing.

34.3 Indirect Political Event

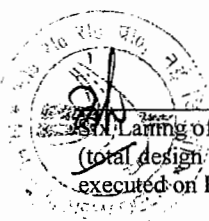
An Indirect Political Event shall mean one or more of the following acts or events:

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

34.4 Political Event

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

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 41 and its effect, in financial terms, exceeds the sum specified in Clause 41.1;
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;
- (c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any



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Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

- (d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- (e) any event or circumstance of a nature analogous to any of the foregoing.

34.5 Duty to report Force Majeure Event

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

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

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

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

34.6 Effect of Force Majeure Event on the Concession

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



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Event.

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

- (a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- (b) after COD, whereupon the Concessionaire is unable to collect Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fee on account thereof; provided that in the event of partial collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty-five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

34.7 Allocation of costs arising out of Force Majeure

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

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

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

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Fee revenues or debt



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repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

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

34.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 34, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

34.9 Termination Payment for Force Majeure Event

- 34.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

- 34.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

- (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and
- (b) 110% (one hundred and ten per cent) of the Adjusted Equity.

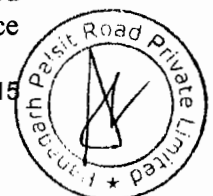
- 34.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were an Authority Default.

34.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force



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Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

34.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that: —

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.



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ARTICLE 35

COMPENSATION FOR BREACH OF AGREEMENT**35.1 Compensation for default by the Concessionaire**

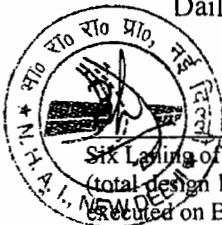
Subject to provisions of Clause 35.6 and 37.6, In the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 35.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement.

35.2 Compensation for default by the Authority

Subject to provisions of Clause 35.6 and 37.6, In the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Fee revenues or debt repayment obligations, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

35.3 Extension of Concession Period

Subject to the provisions of Clause 35.6, in the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed or the collection of Fee remained suspended on account thereof, as the case may be; and in the event of reduction in collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one



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day in the Concession Period.

35.4 Compensation for Competing Roads

35.4.1 Subject to the provisions of Clause 35.6, in the event that an Additional Tollway or a Competing Road, as the case may be, is opened to traffic in breach of this Agreement, the Authority shall pay to the Concessionaire, for each day of breach, compensation in a sum equal to the difference between the average daily Realisable Fee and the projected daily Fee (the "Projected Fee") until the breach is cured. The Projected Fee hereunder shall be an amount equal to the Average Daily Fee, increased at the close of every month by 0.5% (zero point five per cent) thereof and revised in accordance with Clause 27.2. For the avoidance of doubt, the Average Daily Fee for the purposes of this Clause shall be the amount so determined in respect of the Accounting Year or period, as the case may be, occurring prior to such opening or operation of an Additional Tollway or a Competing Road, as the case may be.

35.4.2 Payment of compensation under this Clause 35.4 shall be deemed to cure the breach of this Agreement so long as the Authority continues to pay compensation hereunder.

35.5 Compensation to be in addition

Compensation payable under this Article 35 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

35.6 Mitigation of costs and damages

The Party not in breach shall make all reasonable effort to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.



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ARTICLE 36

SUSPENSION OF CONCESSIONAIRE'S RIGHTS**36.1 Suspension upon Concessionaire Default**

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect Fee, and other revenues pursuant hereto, and (ii) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

36.2 Authority to act on behalf of Concessionaire

36.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 31.3.

36.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Project Highway shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 36.1 to use during Suspension, all intellectual property belonging to or licenced to the Concessionaire.

36.3 Revocation of Suspension

36.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

36.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the

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Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

36.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 36.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

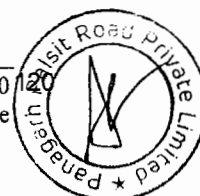
36.5 Termination

36.5.1 At any time during the period of Suspension under this Article 36, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 36.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 37.

36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.



Part of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



ARTICLE 37
TERMINATION

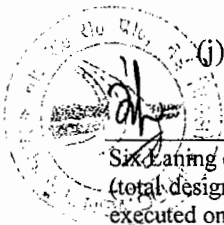
37.1 Termination for Concessionaire Default

37.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Performance Security was appropriated;
- (c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 90 (ninety) days;
- (d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Highway without the prior written consent of the Authority;
- (e) Project Completion Date does not occur within the period specified in Clause 12.4.3;
- (f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;
- (g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- (h) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;
- (i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

- (j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution

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Agreement and the Concessionaire fails to cure the default within the Cure Period specified in hereinabove;

- (k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;
- (l) the Concessionaire creates any Encumbrance in breach of this Agreement;
- (m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;
- (o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;
- (p) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;
- (q) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;
- (r) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial



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standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

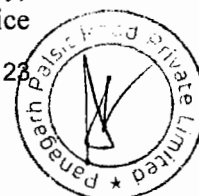
- (iii) each of the Project Agreements remains in full force and effect;
- (t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;
- (u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (v) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (w) the Concessionaire commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

37.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of clause 37.1.3.

37.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 37.1.2 to inform the Lenders' Representative and grant 30 (thirty) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice

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referred to above and restore all the rights of the Concessionaire:

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

37.2 Termination for Authority Default

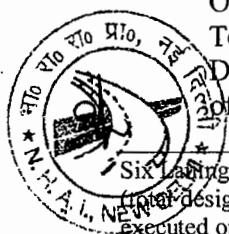
37.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
- (b) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;
- (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (d) the State commits a material default in complying with the provisions of the State Support Agreement if such default has a Material Adverse Effect on the Concessionaire and the breach continues for a period of 90 (ninety) days from the date of notice given in this behalf by the Concessionaire to the Authority.

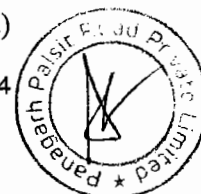
37.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 30 (thirty) days to the Authority to make a representation, and may after the expiry of such 30 (thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice.

37.3 Termination Payment

37.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent)



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of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to Project Completion Date.

37.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

- (a) Debt Due; and
- (b) 150% (one hundred and fifty per cent) of the Adjusted Equity.

Provided that the Termination Payment shall not be less than an amount equal to the product of 6 (six) and the average monthly Fee actually realised 12 (twelve) months prior to the Transfer Date.

37.3.3 Termination Payment shall become due and payable to the Concessionaire within 30 (thirty) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

37.3.4 The Concessionaire expressly agrees that Termination Payment under this Article 37 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

37.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- (a) be deemed to have taken possession and control of the Project Highway forthwith;
- (b) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;
- (c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;
- (d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 38.1; and
- (e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be



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liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

37.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

37.6 Limitation of Liability

Neither Party shall be liable to the other for any loss of profit, loss of business, loss of production, loss of contracts or for any indirect or other consequential loss or damage whatsoever that may be suffered by the other Party, except to the extent that such consequential loss or damage is attributable to gross negligence, deliberate default, fraud, fraudulent misrepresentation or wilful misconduct by the defaulting Party, its personnel or agents.

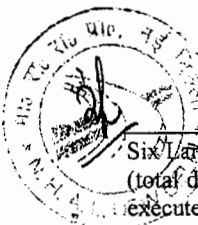
The aggregate liability of either Party, under or in connection with the Agreement other than those provided under Clause 37.3 and 37.7 of this Agreement, shall not exceed [one hundred percent (100%)] of the Total Project Cost.

37.7 Mutual Foreclosure

37.7.1 Without prejudice to any provision of this Agreement, the Authority and Concessionaire may foreclose this Agreement by mutual consent in circumstances which does not constitute any Party's default. Such a foreclosure can occur in any of the following 2 (two) categories as per the mutual consent of the Authority and the Concessionaire:

- a. Type A Foreclosure: Foreclosure with mutual consent without any liability or consequential future liability for either Party
- b. Type B Foreclosure: Foreclosure with mutual consent with compensation to the Concessionaire including any pending settlements /

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claims as per the provisions under Clause 37.7.2

- 37.7.2 Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within a reasonable time-frame either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- 37.7.3 In either case of the other Party agreeing to the proposed foreclosure or otherwise, and with prior written approval of the Lenders' Representative, the Parties may negotiate the terms and conditions of the Mutual Foreclosure Agreement and this Agreement shall stand terminated upon execution of the Mutual Foreclosure Agreement
- 37.7.4 In the event the Parties mutually agree to foreclose this Agreement as a Type B Foreclosure under Clause 37.7.1, the Authority shall be liable to compensate the Concessionaire as per the provisions under Clause 37.7.3.
- 37.7.5 Any attempt or endeavour for foreclosure by mutual agreement under this clause shall, subject to the rights and obligations of the Parties surviving under this Clause, be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement. For the avoidance of doubt, it is agreed by the Concessionaire that all its the rights, and claims, and obligations of either party arising under this Agreement shall cease upon execution of the Mutual Foreclosure Agreement hereunder.
- 37.7.6 For the avoidance of doubt, it is clarified that such foreclosure shall not affect the Concessionaire in any way if it wishes to bid in future projects of the Authority.

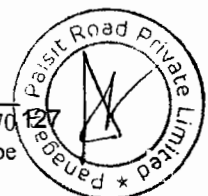
37.8 DELETED

37.9 Continuity upon Termination

In case of Termination under Clause 37 and notwithstanding pendency of any judicial/quasi-judicial proceedings, the Authority, in accordance with its responsibility of developing and maintaining "in proper repair all national highways" under Section 5 of The National Highways Act, 1956, in public interest, may appoint/engage another contractor to execute or complete the Project with or without appropriate changes or modifications. Such an appointment or engagement shall be without prejudice to Concessionaire's liabilities and obligations under Clause 39 and similar such clauses. In case termination of this Agreement is found to be invalid or untenable pursuant to legal or quasi-judicial proceedings, the Authority shall put the Concessionaire to the same financial position as if such termination had never happened.



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ARTICLE 38

DIVESTMENT OF RIGHTS AND INTEREST**38.1 Divestment Requirements**

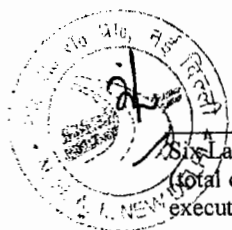
Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

- (a) notify to the Authority forthwith the location and particulars of all Project Assets;
- (b) deliver forthwith the actual or constructive possession of the Project Highway, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;
- (c) cure all Project Assets, including the road, bridges, structures and equipment, of all defects and deficiencies so that the Project Highway is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- (d) deliver and transfer relevant records, reports, intellectual property rights and other licences pertaining to the Project Highway and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date;
- (e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- (f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Highway, including the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
- (g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project Highway, free from all Encumbrances, absolutely unto the Authority or to its nominee.

38.2 Inspection and cure

Not earlier than 90 (ninety) days before Termination but not later than 15 (fifteen) days before the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with

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the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 39 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 38.

38.3 Vesting Certificate

The divestment of all rights, title and interest in the Project Highway shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-U (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Highway, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project Highway on the footing that all Divestment Requirements have been complied with by the Concessionaire.

38.4 Additional Facilities

Notwithstanding anything to the contrary contained in this Agreement, all Additional Facilities shall continue to vest in the Concessionaire upon and after Termination.

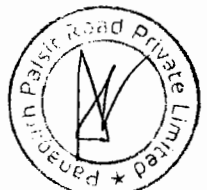
38.5 Divestment costs etc.

38.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Highway in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

38.5.2 In the event of any dispute relating to matters covered by and under this Article 38, the Dispute Resolution Procedure shall apply.



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ARTICLE 39

DEFECTS LIABILITY AFTER TERMINATION**39.1 Liability for defects after Termination**

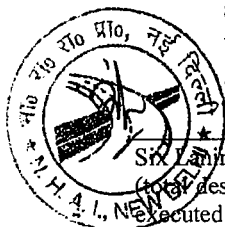
The Concessionaire shall be responsible for all defects and deficiencies in the Project Highway for a period of 120 (One hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project Highway during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project Highway conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

39.2 Retention in Escrow Account

39.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 39.2.3, a sum equal to 5% (five per cent) of the total Realisable Fee for the year immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 39.1.

39.2.2 Without prejudice to the provisions of Clause 39.2.1, the Independent Engineer shall carry out an inspection of the Project Highway at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project Highway is such that a sum larger than the amount stipulated in Clause 39.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

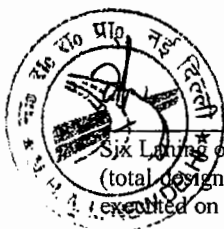
39.2.3 The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "**Performance Guarantee**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 130 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis

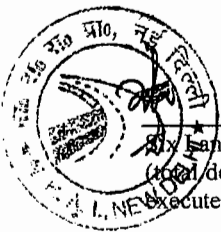
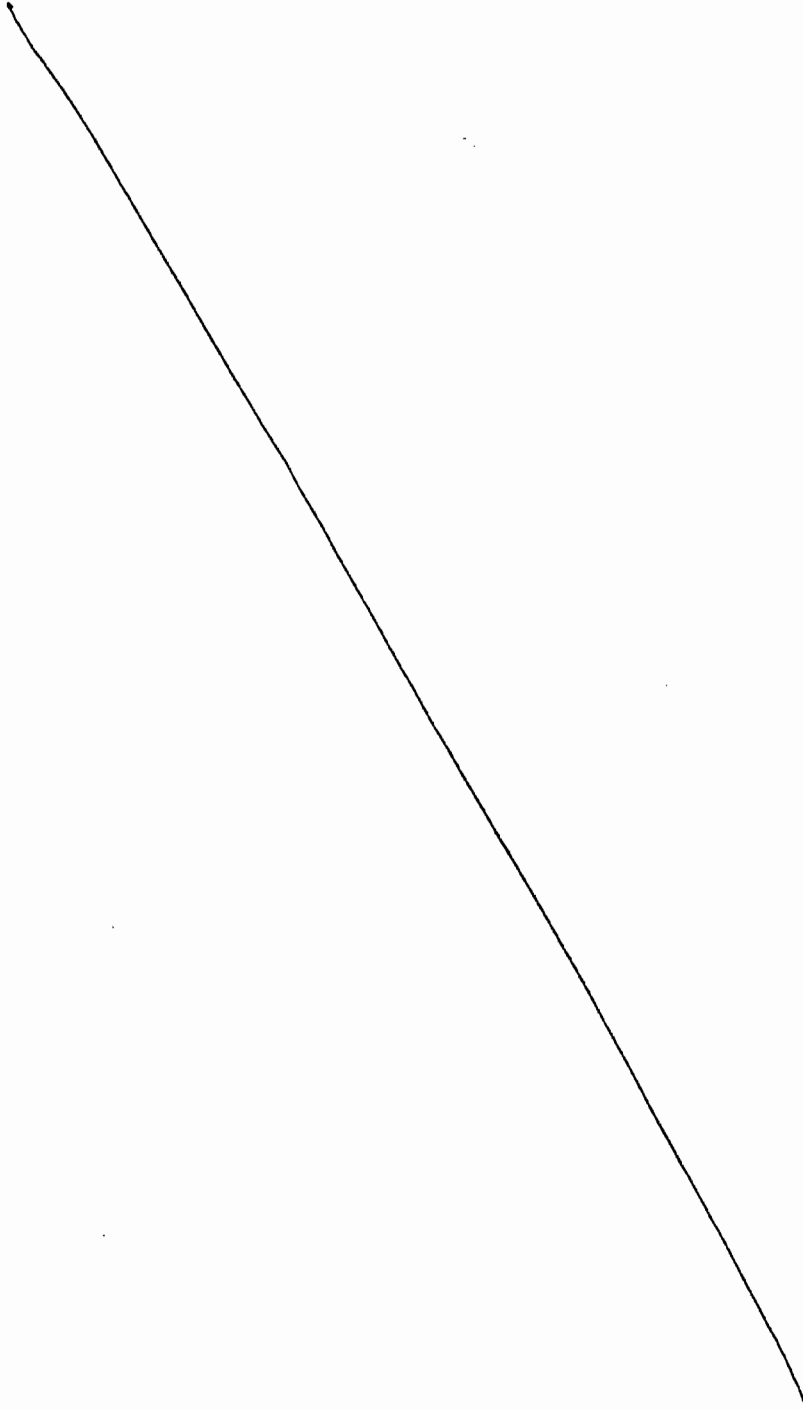


Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with.



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 131
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis

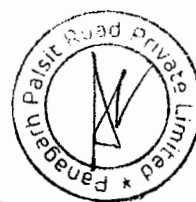
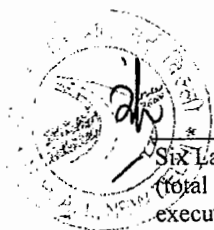




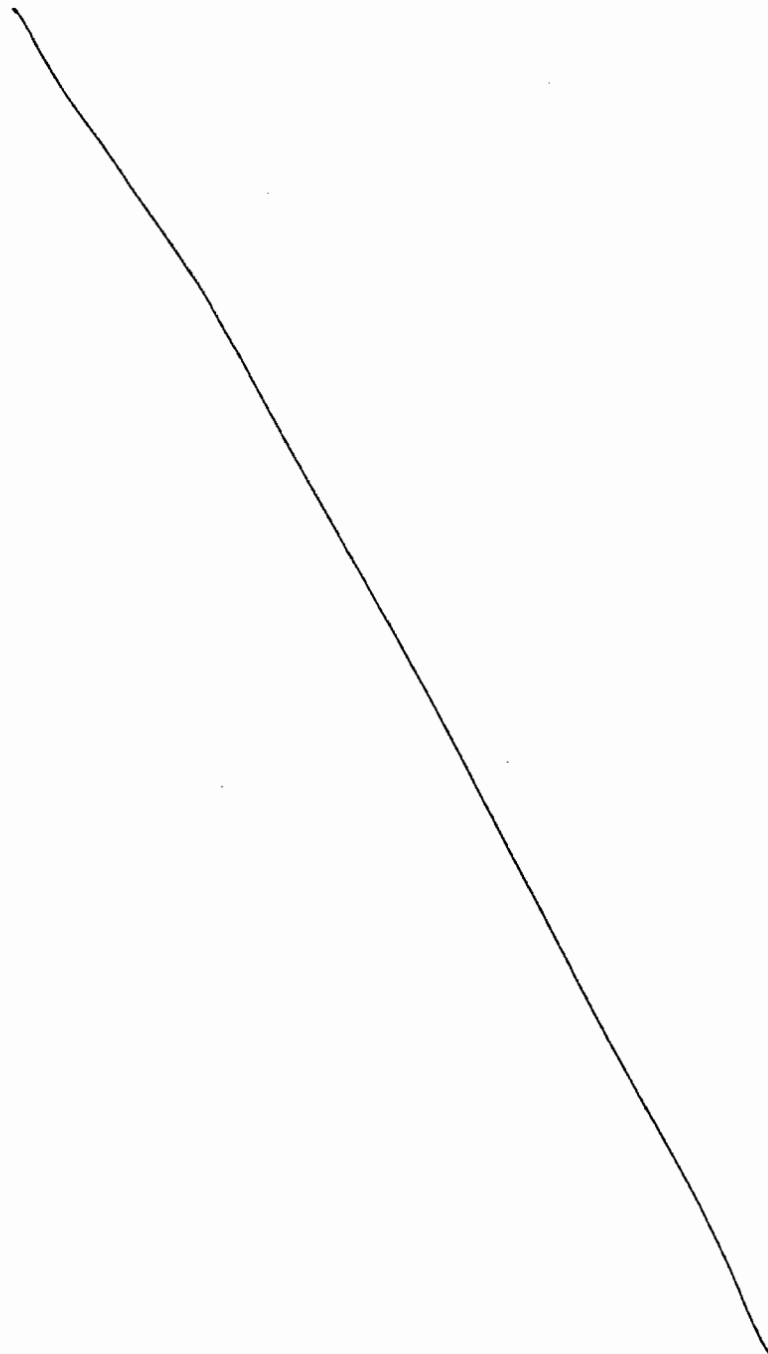
Leasing of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 132
 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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Part VI

Other Provisions



Six Lining of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 133
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 134
 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
 executed on BOT (Toll) basis

ARTICLE 40

ASSIGNMENT AND CHARGES**40.1 Restrictions on assignment and charges**

40.1.1 Subject to Clauses 40.2 and 40.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

40.1.2 Subject to the provisions of Clause 40.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

40.2 Permitted assignment and charges

The restraints set forth in Clause 40.1 shall not apply to:

- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project Highway;
- (b) mortgages/pledges/hypothecation of goods/assets other than Project Assets, and their related documents of title, a charge on the Escrow Account, arising or created in the ordinary course of business of the Project Highway, and a charge on Receivables of the Concessionaires as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;
- (c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and
- (d) liens or encumbrances required by any Applicable Law.

40.3 Substitution Agreement

40.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire or the Selected Bidder/Consortium Members of the Concessionaire in accordance with the agreement for substitution of the Concessionaire (the "**Substitution Agreement**") to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 135
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in Schedule-V.

40.3.2 Upon substitution of the Concessionaire or the Selected Bidder/Consortium Members of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire or the Selected Bidder/Consortium Members of the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

40.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 136
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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ARTICLE 41
CHANGE IN LAW

41.1 Increase in costs

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

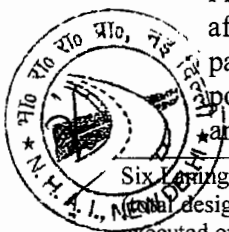
Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within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

41.2 Reduction in costs

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

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars

Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 137
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thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

41.3 Protection of NPV

Pursuant to the provisions of Clauses 41.1 and 41.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred.

41.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 41 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than two years from the close of such Accounting Year.

41.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 138
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



ARTICLE 42

LIABILITY AND INDEMNITY**42.1 General indemnity**

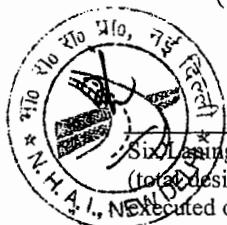
42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, ("**the Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

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

42.2 Indemnity by the Concessionaire

42.2.1 Without limiting the generality of Clause 42.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are



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payable by the Concessionaire or any of its contractors.

42.2.2 Without limiting the generality of the provisions of this Article 42, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

42.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 42 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 30 (thirty) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

42.4 Defence of claims

42.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 42, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 140
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proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

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

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

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

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



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 141
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



shall constitute legal or other expenses hereunder.

42.5 No consequential claims

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

42.6 Survival on Termination

The provisions of this Article 42 shall survive Termination.



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



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ARTICLE 43

RIGHTS AND TITLE OVER THE SITE**43.1 Licensee rights**

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole licensee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project Highway by third parties in accordance with and subject to the provisions of this Agreement.

43.2 Access rights of the Authority and others

43.2.1 The Concessionaire shall allow free access to the Site at all times for the authorised representatives and vehicles of the Authority, Senior Lenders, and the Independent Engineer, and for the persons and vehicles duly authorised by any Government Instrumentality to inspect the Project Highway or to investigate any matter within their Authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

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

43.3 Property taxes

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

43.4 Restriction on sub-letting

The Concessionaire shall not sublicense or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project Highway.



Seamless of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 143
Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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ARTICLE 44

DISPUTE RESOLUTION**44.1 Dispute resolution**

44.1.1 In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) either Party may call upon the Independent Engineer, to mediate and assist the Parties in arriving at an amicable settlement thereof.

44.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

44.2 Conciliation

If either Party is dissatisfied with any decision of the DRB, and/ or if the DRB is unable to resolve the dispute, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 44.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 44.3.

44.2a Dispute Resolution Board

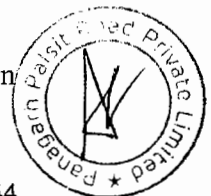
Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Dispute Resolution Board (“DRB”) in accordance with the procedure set forth in Schedule W to the Concession Agreement. The decision(s) of the Dispute Resolution Board shall be binding on both parties who shall promptly give effect to unless and until the same is revised/ modified, as hereinafter provided, in a Conciliation/ Arbitral Tribunal.

44.3 Arbitration

44.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 144 (approx design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



Clause 44.2, shall be finally settled by arbitration as set forth below:

- i. The Dispute shall be finally referred to Society for Affordable Resolution of Disputes (hereinafter called as SAROD), a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013 duly represented by Authority and National Highways Builders Federation (NHBF). The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
- ii. The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD and Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time. The rules of SAROD are placed at Appendix-III
- iii. Subject to the provisions of THE LIMITATION ACT, 1963, as amended from time to time, Arbitration may be commenced during or after the Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.
- iv. The seat of Arbitration shall be New Delhi or a place selected by governing body of SAROD and the language for all documents and communications between the parties shall be English.

The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself.

44.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

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

44.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

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



Linking of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 145
(Total Design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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hereunder.

44.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory Regulatory Authority, Tribunal or Commission as the case may be with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such Regulatory Authority, Tribunal or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court or competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 146
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ARTICLE 45

DISCLOSURE**45.1 Disclosure of Specified Documents**

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme and the Maintenance Requirements (hereinafter collectively referred to as the "**Specified Documents**"), free of charge, during normal business hours on all working days at the Toll Plazas and Concessionaire's Registered Office. The Concessionaire shall prominently display at each of the Toll Plazas and toll booths, public notices stating the availability of the Specified Documents for such inspection, and shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

45.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project Highway, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

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

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clause 45.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 147
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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ARTICLE 46

REDRESSAL OF PUBLIC GRIEVANCES**46.1 Complaints Register**

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

46.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

46.1.3 Without prejudice to the provisions of Clauses 46.1.1 and 46.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

46.2 Redressal of complaints

46.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

46.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.



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ARTICLE 47

MISCELLANEOUS

47.1 Governing law and jurisdiction

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

47.2 Waiver of immunity

Each Party unconditionally and irrevocably:

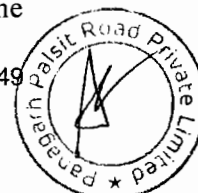
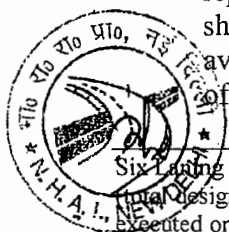
- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement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

47.3 State Support Agreement

The Concessionaire acknowledges that it has received from the Authority a certified true copy of the agreement executed between MORTH and the State Government for providing the support and services specified therein (the "State Support Agreement"), and the Parties hereto agree to make their best endeavours to procure the support of the State Government.

47.4 Depreciation and Interest

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



Applicable Laws.

47.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

47.5 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

47.6 Waiver

47.6.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

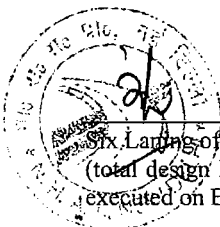
- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the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

47.6.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

47.7 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project Highway nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and



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Applicable Permits; and

- (b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

47.8 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

47.9 Survival

47.9.1 Termination shall:

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

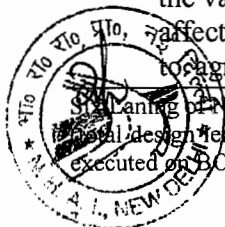
47.9.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

47.10 Entire Agreement

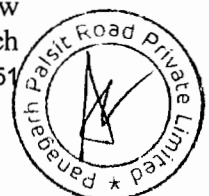
This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

47.11 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such



for the widening of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 151 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

47.12 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

47.13 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

47.14 Successors and Assigns

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

47.15 Notices

Unless the law requires to follow the specified mode of communication only as prescribed therein, any notice or other communication to be given by one contracting Party to the other Party under or in connection with the matters contemplated by this Agreement shall be routed through NHAI Data Lake under the hand of the authorized representative and shall:

- (a) in the case of the Concessionaire, be given through NHAI Data Lake and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority;
 {Attention:
 Designation:
 Fax No.:
 Email:}
- (b) in the case of the Authority, be given through NHAI Data Lake and be addressed to the Chairman of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire;
 {Attention:
 Designation:
 Fax No.:
 Email:};
 and
- (c) any notice or communication by one contracting Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when given through or made on the NHAI data lake.

47.16 Supplementary Agreement

The Parties agree that the Parties may execute a Supplementary Agreement novating any terms and conditions of this Agreement.

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47.17 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

47.18 Counterparts

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



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ARTICLE 48

DEFINITIONS

48.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"Additional Facilities" means the facilities such as service stations, motels, restaurants, shopping areas and amusement parks which the Concessionaire may, in its discretion and subject to Applicable Laws, provide or procure for the benefit of the Users, and which are in addition to the Project Facilities, and not situated on the Site;

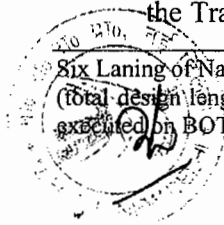
"Additional Tollway" shall have the meaning set forth in Clause 30.1.1;

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

- (a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;
- (b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the **"Base Adjusted Equity"**) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date;
- (c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.42% (zero point four two per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be

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made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made;

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

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

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

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

"Appointed Date" means the date of fulfilment of all Conditions Precedents, to be declared by the Authority with the consent of the Concessionaire determine, and shall be deemed to be the date of commencement of the Concession Period; For the avoidance of doubt, every Condition Precedent shall have been satisfied prior to the Appointed Date, save and except those specified in Clause 4.1.2 (d), which may be waived by the Authority for the purpose of declaration of Appointed Date.;

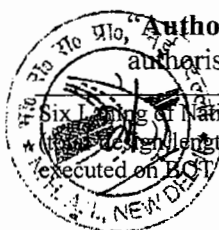
"Arbitration" shall have the meaning set forth in Clause 44.3;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"Associate" or **"Affiliate"** means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

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

"Authority Representative" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement



and shall include any person or persons having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"Average Daily Fee" means the amount arrived at after dividing the total Realisable Fee of the immediately preceding Accounting Year by 365 (three hundred and sixty five), and increasing the result thereof by 5% (five per cent);

provided that the Average Daily Fee for any period prior to completion of the first Accounting Year following COD shall be a simple average of the Fee collected every day during the period between COD and the last day of the month preceding the date on which the event requiring calculation hereof occurred, and in the event that the Fee payable by any segment of traffic has not been realised for any reason, an assessment thereof shall be made by the Independent Engineer to form part of the Average Daily Fee for such period;

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore)

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

"Bid" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof;

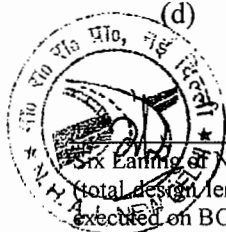
"Bus" means any passenger motor vehicle with a registered carrying capacity exceeding 32 (thirty two) excluding the driver;

"COD" or "Commercial Operation Date" means the date of Appointed Date;

"Car" means and includes any light motor vehicle, car, jeep, van, omnibus, or three-wheeled motor vehicle with a Gross Vehicle Weight not exceeding 7,500 (seven thousand five hundred) kilograms or a registered carrying capacity not exceeding 12 (twelve) excluding the driver, but does not include a Motor Cycle, Tractor or road roller;

"Change in Law" means the occurrence of any of the following after the date of Bid:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court



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of record prior to the date of Bid; or

- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period and two years thereafter; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period two years from the date the project achieves / is granted completion certificate, shall constitute Change in Ownership;

"Change of Scope" shall have the meaning set forth in Clause 16.1;

"Company" means the Company acting as the Concessionaire under this Agreement;

"Competing Road" means a road connecting the two end points of the Project Highway and serving as an alternative route thereof, such road being an existing paved road, which has been widened by more than 2 (two) metres of paved road for at least 75% (seventy five per cent) of the total length thereof at any time after the date of this Agreement, or a new road, which is constructed after such date, as the case may be, but does not include any road connecting the aforesaid two points if the length of such road exceeds the length of the Project Highway by 20% (twenty per cent) thereof;

"Completion Certificate" shall have the meaning set forth in Clause 14.2;

"Concession" shall have the meaning set forth in Clause 3.1.1;

"Concessionaire" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"Concession Fee" shall have the meaning set forth in Clause 26.1;

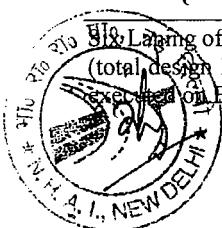
"Concession Period" means the period starting on and from the Appointed Date and ending on the Transfer Date;

"Concessionaire Default" shall have the meaning set forth in Clause 37.1.1;

"Conditions Precedent" shall have the meaning set forth in Clause 4.1.1;

{**"Consortium"** shall have the meaning set forth in Recital (C);}

{**"Consortium Member"** means a company specified in Recital (C) as a



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member of the Consortium;}

“Construction Period” means the period beginning from the Appointed Date and ending on the Project Completion Date

“Construction Works” means all works and things necessary to complete the Project Highway in accordance with this Agreement;

“Construction Zone” consists of the Main Carriage Way, median, paved and earthen shoulders, areas for structures including ROB and RUBs, safety measures including roadside drains and furniture, and a parallel working space for accommodating slopes/retaining structures etc.

“Contractor” means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract, the Tolling Contract or any other material agreement or contract for construction, operation and/or maintenance of the Project Highway or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer to accord their approval;

“DBFOT” or “Design, Build, Finance, Operate and Transfer” shall have the meaning set forth in Recital (B);

“Damages” shall have the meaning set forth in Sub-clause (w) of Clause 1.2.1;

“Debt Due” means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the **“principal”**) but excluding any part of the principal that had fallen due



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for repayment two years prior to the Transfer Date;

- (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and
- (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

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

"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"Development Period" means the period from the date of this Agreement until the Appointed Date;

"Dispute" shall have the meaning set forth in Clause 44.1.1;

"Dispute Resolution Board" shall have the meaning set forth in Clause 44.2 a and Schedule 'W'.

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 44;

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 38.1;

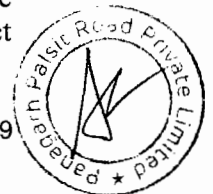
"Document" or **"Documentation"** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Drawings" means all of the drawings, calculations and documents pertaining to the Project Highway as set forth in Schedule-H, and shall include 'as built' drawings of the Project Highway;

"EPC Contract" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and construction of the Project



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Highway in accordance with the provisions of this Agreement;

"EPC Contractor" means the person with whom the Concessionaire has entered into an EPC Contract;

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project Highway, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project Highway, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Highway, where applicable herein but excluding utilities referred to in Clause 11.1;

"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component {, but does not include Equity Support}&;

"Escrow Account" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

"Escrow Agreement" shall have the meaning set forth in Clause 31.1.2;

"Escrow Bank" shall have the meaning set forth in Clause 31.1.1;

"Escrow Default" shall have the meaning set forth in Schedule-S;

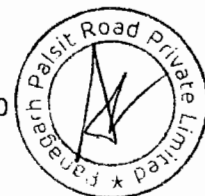
"Exempted Vehicle" means a vehicle exempted from payment of Fee under and in accordance with the Fee Rules;

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

"Fee Notification" means the Notification to be issued by the Government, prior to the Appointed Date, in exercise of the powers conferred by Section 7 of the National Highways Act, 1956 in respect of the levy and collection of



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Fee during the Concession Period, substantially in the form at Schedule-R;

"Fee Rules" mean the National Highways Fee (Determination of Rates and Collection) Rules, 2008 read along with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide Notification No. G.S.R. 950(E) dated 03.12.2010, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide Notification No. G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2011 issued vide Notification No. G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide Notification No. G.S.R. 778(E) dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide Notification No. G.S.R. 26(E) dated 16.01.2014, National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No. G.S.R. 831 (E) dated 21.11.2014, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.15, and its subsequent amendments upto the Bid Due Date;

"Financial Close" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

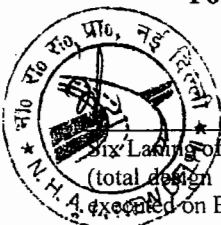
"Financial Default" shall have the meaning set forth in Schedule-V;

"Financial Model" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

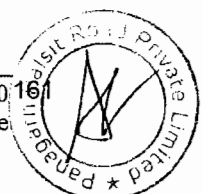
"Financial Package" means the financing package indicating the total capital cost of Six-Laning and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt;

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

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





to it in Clause 34.1;

"GOI" means the Government of India;

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

"Government" means the Government of India;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, Authority, agency or municipal and other local Authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Highway or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

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

"Heavy construction machinery" or "Earth moving equipment" or "Multi-axle vehicle" means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi-axle vehicle with four to six axles or vehicle (inclusive of the axle of the trailer, if any) with a gross vehicle weight exceeding 25,000 (twenty five thousand) kilograms but less than 60,000 (sixty thousand) kilograms;

"IRC" means the Indian Roads Congress;

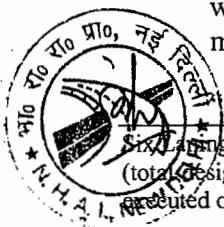
"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 42;

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

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

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

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 32, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;



"LOA" or "Letter of Award" means the letter of award referred to in Recital Six of the Concession Agreement of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 162 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis



(E);

“Lenders’ Representative” means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

“Light Commercial Vehicle” or **“LCV”** means any passenger vehicle, minibus, light goods vehicle or goods carrier with a Gross Vehicle Weight exceeding 7,500 (seven thousand five hundred) kilograms but less than 12,000 (twelve thousand) kilograms or a registered passenger carrying capacity exceeding 12 (twelve) but less than 32 (thirty two) excluding the driver, and includes a Tractor with Trailer;

“Local User” means a person using a vehicle registered for non-commercial purposes and used as such for commuting on a section of the Project Highway, provided that (a) such vehicle is owned by a person who resides within a distance of 20 km (twenty kilometres) from the nearest Toll Plaza; (b) its use of such section of the Project Highway does not extend beyond a Toll Plaza other than such nearest Toll Plaza; and (c) such section of the Project Highway has no service road or alternative road; and shall include a vehicle that uses a section of the Project Highway but does not cross a Toll Plaza;

“MORTH” means the Ministry of Road Transport and Highways or any substitute thereof dealing with National Highways;

“Maintenance Manual” shall have the meaning ascribed to it in Clause 17.3;

“Maintenance Programme” shall have the meaning ascribed to it in Clause 17.4.1;

“Maintenance Requirements” shall have the meaning set forth in Clause 17.2;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

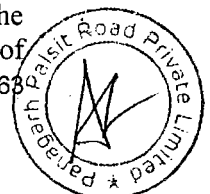
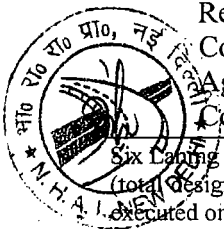
“Medical Aid Post” shall have the meaning set forth in Clause 21.1;

“Motor Cycle” means and includes any two-wheeled motor vehicle;

“Mutual Foreclosure Agreement” shall mean the agreement executed under Clause 37.7 pursuant to the execution of which all rights, claims, and obligations of the Parties arising under the Agreement shall cease;

“Nominated Company” means (i) a company selected by the Lenders’ Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement or (ii) wherever the Selected Bidder/Consortium Members of the Concessionaire are sought to be substituted in accordance with Clause 3A of

Six Laying of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 163
(total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis





the Substitution Agreement, the Concessionaire itself;

"Non-Political Event" shall have the meaning set forth in Clause 34.2;

"O&M" means the operation and maintenance of the Project Highway and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Fee in accordance with the provisions of this Agreement;

"O&M Contract" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;

"O&M Contractor" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire;

"O&M Expenses" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract, Tolling Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"O&M Inspection Report" shall have the meaning set forth in Clause 19.2;

"O&M Support" Deleted;

"Operation Period" means the period commencing from COD and ending on the Transfer Date;

"Oversized Vehicle" means any vehicle having 7 (seven) or more axles or a Gross Vehicle Weight exceeding 60,000 (sixty thousand) kilograms;

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

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

"Parties" means the parties to this Agreement collectively and "Party" shall



87.44 km of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 164
(Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



mean any of the parties to this Agreement individually;

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

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

"Premium" shall have the meaning set forth in Clause 25.1.;

"Project" means the construction, operation and maintenance of the Project Highway in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, Tolling Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services involving a consideration of upto Rs.5(five) crore;

"Project Assets" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of licence, Right of Way or otherwise; (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road overbridges, drainage works, traffic signals, sign boards, kilometre-stones, toll plazas, electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the Project Highway, but does not include Additional Facilities;

"Project Completion Date" means the date on which the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14;

"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule-G for completion of the Project Highway on or before the Scheduled Six-Laning Completion Date;

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

"Project Highway" means the Site comprising the existing road comprising NH-19 from km 521.120 to km 588.870 and all Project Assets, and its subsequent development and augmentation in accordance with this



Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 165
Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



Agreement;

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

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

"Punch List" shall have the meaning ascribed to it in Clause 14.3 and, if applicable, shall only include any or all of the below:

- (i) plantation of avenue trees along the edge of the RoW and other landscaping works within RoW
- (ii) completion of work on Provision of Unlined Roadside Drains
- (iii) lining of roadside drains in identified stretches
- (iv) construction of rest areas, as approved
- (v) completion of Fencing Works of RoW
- (vi) turfing on embankment slopes in identified sections
- (vii) pointing to Stone Masonry works in identified Cross Drainage Structures
- (viii) stone Pitching at identified locations;
- (ix) Any other item as specifically agreed by the Authority;

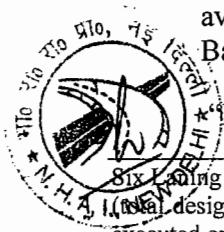
"RBI" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

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

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

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

"Request for Proposals" or "RFP" shall have the meaning set forth in



81x Leasing of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 166
(Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



Recital 'D';

"**Request for Qualification**" or "**RFQ**" shall have the meaning set forth in Recital 'C';

"**Revenue Shortfall Loan**" shall have the meaning set forth in Clause 28.1.1;

"**Right of Way**" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, to be read in conjunction with "Construction Zone", howsoever described, necessary for construction, operation and maintenance of the Project Highway in accordance with this Agreement;

"**Safety Consultant**" shall have the meaning set forth in Clause 18.1.2;

"**Safety Requirements**" shall have the meaning set forth in Clause 18.1.1;

"**Safety Fund**" shall have the meaning set forth in Clause 18.2;

"**Scheduled Six-Laning Date**" shall have the meaning set forth in Clause 12.4.1;

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

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

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

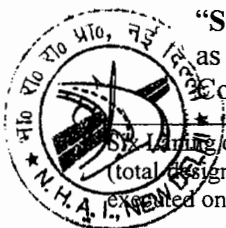
"**Six-Laning**" or "**Six-Lane**" means the construction and completion of all works included in or constituting a Six-Lane Project Highway as specified in Article 2, read with Schedule-B and Schedule-C;

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

"**State**" means the State of West Bengal and "**State Government**" means the government of that State;

"**State Support Agreement**" shall have the meaning set forth in Clause 47.3;

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment



Six-Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





thereof, for the time being in force, and appointed in accordance with Clause 33.2.1;

“Subordinated Debt” means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

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

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

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

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

“Suspension” shall have the meaning set forth in Clause 36.1;

“Supplementary Agreement” shall mean the agreement executed between the Parties novating any term and/or condition of the Agreement, upon the execution of which all rights and claims of the Concessionaire in respect of the novated terms and conditions shall cease;

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



Six Lanes of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 166
(Total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
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corporate income;

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

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

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

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

"Toll Plaza" means the structures and barriers erected near each of the two ends of the Project Highway for the purpose of regulating the entry and exit of vehicles in accordance with the provisions of this Agreement and shall include all land, buildings, equipment, and other facilities required in accordance with or incidental to the provisions of this Agreement; provided that such Toll Plaza shall not ordinarily be located within a distance of 10 (ten) kilometres from the municipal or local area limits of the nearest city or town respectively as applicable on the date of this Agreement and shall be situated at location(s) specified in the Bid or within a distance of 1 (one) kilometre thereof;

"Three-Axle Vehicle" means any mechanical vehicle having three-axes (inclusive of the axle of the trailer, if any) and with a gross vehicle weight, less than or equal to 25000 (twenty five thousand) kilograms

"Tolling Contract" means the contract, if any, entered into by the Concessionaire with the Tolling Contractor for collection of Fee for and on behalf of the Concessionaire and matters incidental thereto;

"Tolling Contractor" means the person, if any, with whom the



Six-Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870/169 (total design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis





Concessionaire has entered into a Tolling Contract;

"Total Project Cost" means the lowest of:

- (a) the capital cost of the Project, {less Equity Support}& as set forth in the Financial Package;
- (b) the actual capital cost of the Project upon completion of [Six-Laning] of the Project Highway {less Equity Support}&; and
- (c) a sum of Rs. 2020.93 crore (Rupees two thousand twenty crore and ninety three lakh only), less {Equity Support}&;

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;

"Tractor" means a motor vehicle which is not itself constructed to carry any load other than the equipment used for the purpose of propulsion, but does not include a road roller; and **"Tractor with Trailer"** means a Tractor with an attached vehicle laden with goods other than agricultural produce or agricultural equipment;

"Traffic Aid Post" shall have the meaning set forth in Clause 20.2;

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"Truck" means any goods carrier with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms but less than 20,000 (twenty thousand) kilograms, and includes a road roller;

"User" means a person who travels on the Project Highway or any part thereof in/on any vehicle;

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

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

& To be deleted in case Grant is not envisaged

& To be deleted in case Grant is not envisaged

Six Laning of National Corridor NH-19 from Panagarh to Palsit from km. 521.120 to km. 588.870 170
Total Design length 67.750 km) in the State of West Bengal under Bharatmala Pariyojana to be
executed on BOT (Toll) basis



इसके साक्ष्यस्वरूप दोनों पक्षों ने इस करार को पहले ऊपर लिखी तिथि, माह और वर्ष को निष्पादित किया और सौंप दिया।

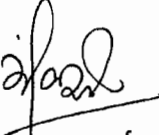
हस्ताक्षर किए, मुहरबंद किया और सौंप दिया

हस्ताक्षर किए, मुहरबंद किया और सौंप दिया

कृते भारतीय राष्ट्रीय राजमार्ग प्राधिकरण:

कृते रियायतग्राही:

For Panagarh Palsit Road Private Limited


संजीव कुमार शर्मा
 संजीव कुमार शर्मा / Sanjeev Kumar Sharma
 महाप्रबंधक (तक.) राजमार्ग बंगाल
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 (सड़क परिवहन और राजमार्ग मंत्रालय)
 (Ministry of Road Transport & Highways)
 जो-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-75
 G - 5 & 6, Sector - 10, Dwarka, New Delhi - 75

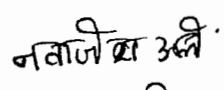


Authorised Signatory

अक्षय कुमार सिंह
 प्राधिकृत हस्ताक्षरी
 मैसर्स पानगढ पालसिट रोड प्राईवेट लिमिटेड
 अडानी कॉरपोरेट हाउस, शांतिग्राम,
 वैष्णो देवी सर्किल के पास, एस.जी.हाईवे, कोढियार,
 अहमदाबाद-382421

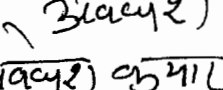
निम्नलिखित की उपस्थिति में :

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 (एल. पी. पांडे)
 मुख्य महाप्रबंधक (तक.)
 भा. रा. रा. प्रा. नई दिल्ली-75

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 (एस. के. नवाजिश अली)
 उप प्रबंधक (तक.)
 भा. रा. रा. प्रा. नई दिल्ली-75

निम्नलिखित की उपस्थिति में :

- 1 
 (संजय कुमार श्रीवास्तव)
 वाई.एम.सी.ए. भवन,
 1, जयसिंह रोड, नई दिल्ली-1

- 2 
 (अनूप)
 अनूप कुमार श्रीवास्तव
 द्वारका सेक्टर 19
 नई दिल्ली 110075

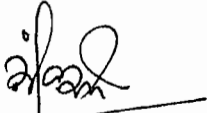
A/P-3

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

THE NATIONAL HIGHWAYS AUTHORITY
OF INDIA by:


Sanjeev Kumar Sharma
General Manager (Tech.)
National Highways Authority of India
G-5 & 6, Sector 10,
Dwarka, New Delhi - 110075
Ministry of Road Transport & Highways
G - 5 & 6, Sector - 10, Dwarka, New Delhi - 75

SIGNED, SEALED AND DELIVERED

For and on behalf of

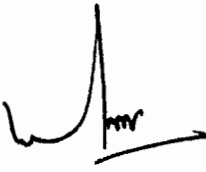
THE CONCESSIONAIRE by:

For Panagarh Palsit Road Private Limited

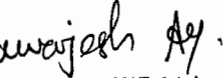

Authorized Signatory
Akchhya Kumar Singh
Authorized Signatory
M/s Panagarh Palsit Road Private Limited
Adani Corporate House, Shantigram, Near
Vaishno Devi Circle, S.G. Highway, Khodiyar,
Ahmedabad - 382421

In presence of :

1.


(L. P. PADHY)
CGM (T)
NHAI, New Delhi-75

2.


(S. K. NAWAJESH ALI)
DY. MANAGER (T)
NHAI, New Delhi-75.

In presence of :

1.


(Sanjay Kumar Shrivastava)
Y.M.C.A. Building
1, Jai Singh Road, New Delhi-1

2.


Avadhesh Kumar Shrivastava
Dwarka sector 19
New Delhi 110075



A/R-2

**F. No.10-36/2010-IA-III
Government of India
Ministry of Environment & Forests
(IA-III Division)**

**Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi - 110 003.**

Dated: 25th July, 2012

**To
Chief General Manager (LA),
National Highways Authority of India,
G- 5&6, Sector - 10, Dwarka,
New Delhi - 110075**

**Subject: Environmental Clearance for widening and improvement of
existing 4 lane to 6 lane of NH-2 from Barwa-Adda in Dhanbad
district of Jharkhand to Panagarh District of West Bengal by M/s.
NHAI -Reg.**

This has reference to your letter No. No.11013/1/2k/Env./11 dated 19.01.2012 seeking Environmental Clearance under the Environment Impact Assessment Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the Environment Impact Assessment Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., the Form-I, EIA, EMP, Public Hearing proceedings and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee constituted by the competent authority in its meetings held on 5th - 7th March, 2012.

2. It is interalia, noted that the proposal is for improvement of existing 4 lane to 6 lane of NH-2 from Barwa-Adda in Dhanbad district of Jharkhand to Panagarh District of West Bengal. The project road starts from Barwa Adda (Km 398.240) in the state of Jharkhand and ends at Panagarh (Km 521.120) in the state of West Bengal. The project road passes through plain terrain. The existing road connects industrial towns and passes through industrial belt. Six lanning of the project has been proposed along the existing 4 lane including one bypass of 8.120 km to be constructed from km 513.00 to Km 521.120 in Panagarh. The project road does not pass through any coastal regulation zone, reserve/protected forest wildlife sanctuary or national park along the project road with in 10 km. Existing road has 4 lanes with carriageway width of 7.25m with 1.5m paved shoulder and 1m earthen shoulder on both sides. The existing right of way varies from 35 m to 48 m and the proposed right of way is 60 m except at toll plaza. The existing length is 121 km and proposed road is 122.88 km. The project road is passing through Barwa-adda, Ponrki, Bhitiya, Kaladih, Amarapur, Govindpur Bajar, Fakirdih, Phufwadiah, Gopalganj, Nirsa, Belchahri in the district of Dhanbad(State of Jharkhand), and Solonpur, Niyamatpur, Bogra Chatti, Palas danga, Raniganj More, Mangalpur, Andal More, Kada Road, Durgapur, Muchipada, Rajbandh Chati, Panagarh in the districts of Burdwan(State of West Bengal). The project requires acquisition of 193.204 ha of land (48.25 ha government land and 144.75 ha of private land).

149.31 Km of service road is proposed against existing length of 17.71 km. There are 4 Major bridges, 21 minor bridges, 4 ROB and 1 level crossing existing. It has been proposed to design 71 new culverts, widening of 199 existing culverts, enhancement of 4 ROB and also 12 flyovers, 2 railway over bridges, 20 Vehicular underpasses, 11 pedestrian underpasses, 14 truck Parking lay bye and 2 toll plazas. 900 KL/day of water is required for construction and the water will be extracted from 77% surface water & 23% ground water sources. 25570 numbers of trees exist within ROW and 1328 between ROW and PROW from Km 398.240 to Km 513.00 and 453 trees in PROW of Panagarh Bypass from km 513.00 to km 521.120. Tree felling permission has been obtained from Dhanbad Forest Department, in the State of Jharkhand. Permission for felling of tree in district of Burdwan, West Bengal is under process. Number of structures to be affected are 2714 (1819 to be affected partially and 895 totally). 19067 PAPs are going to be affected out of 4480 households. 17 lac cum of flyash shall be used from 8 Thermal Power plants within the 100 km of the road. Total cost of the project is 1650.80 crores (including civil cost, Environmental cost, shifting of utilities, land acquisition and R&R cost). The total cost for Resettlement and Rehabilitation is approximately Rs. 316.513 crores and environment management budget of Rs. 7.99 Crores.

3. The proposal was examined by the EAC in its meeting held on 28th – 29th June, 2010 and finalized ToR including conduct of Public Hearing. Public hearing conducted on 10.06.2011 at Govindapur, Dhanbad dist and on 21.10.2011 at Asansol, Burdwan district.

4. The Expert Appraisal Committee, after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations, have recommended for the grant of Environmental Clearance for the project. Accordingly, the Ministry hereby accords necessary Environment Clearance for the above project as per the provisions of Environment Impact Assessment Notification, 2006 and its subsequent amendments, subject to strict compliance of the terms and conditions as follows:

5. SPECIFIC CONDITIONS:

- (i) The project indicates 27351 trees fall within the proposed ROW. However bare minimum shall be cut. Avenue plantation shall be carried out as per IRC (SP-21-2009) apart from statutory requirement based on land availability of land within proposed ROW. Compensatory afforestation of 153090 trees will be carried out Necessary prior permission shall be obtained for cutting of trees from the competent authority.
- (ii) Rain water harvesting including oil and grease trap shall be provided. Water harvesting structures shall be located at every 500 mts along the road. Vertical drain type rainwater harvesting structures shall be set up to minimize surface runoff losses of rainwater.



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- (iii) R&R shall be as per the guidelines of State/Central Government.
- (iv) IRC guidelines shall be followed for widening & up-gradation of road.
- (v) The responses/commitments made during public hearing shall be complied with letter and spirit.
- (vi) All the recommendation of the EMP shall be complied with letter and spirit. All the mitigation measures submitted in the EIA report shall be prepared in a matrix format and the compliance for each mitigation plan shall be submitted to MoEF along with half yearly compliance report to MoEF-RO.
- (vii) Green belt development shall be undertaken as suggested in EMP.
- (viii) The seismic nature of the area shall be taken into account while designing the project.
- (ix) Sidewalk shall be provided along the bridges.
- (x) The drain shall be at least 1 m. away from the toe of the embankment of the road adopting IRC guidelines.
- (xi) Longitudinal drains shall be provided all along the project road to ensure proper drainage of the area. In addition, adequate number of under passes and culverts to act as cross drainage structures shall also be provided.
- (xii) The solid waste generated shall be used for rehabilitating the borrow areas.
- (xiii) For providing safety to the crossing animals and avoid road accidents speed breakers/rumpled strips shall be constructed at the identified locations of the animal movements. Enough hoardings and signages shall also be put up for the public and vehicles convenience.
- (xiv) Minimum of three times the number of trees to be cut shall be planted. It shall be ensured that the trees planted as a part of the afforestation shall be looked after by NHAI. Tree plantation shall be of the same species/local species and survival shall be monitored. Transplantation of trees shall be carried out wherever possible. The tree plantation shall be taken up on the extreme end of the road.
- (xv) Necessary permission for tree felling from the concerned department shall be obtained before commencement of the project work and copies of the same shall be submitted to this Ministry.



- 30.3
- (xvi) Adequate number of underpasses shall be provided in the habitation areas. The details of such underpasses shall be provided to the Ministry within 6 months from the date of issue of this letter.
 - (xvii) Necessary clearance from the State Government shall be obtained for extraction of sand from the rivers.
 - (xviii) Proper signage shall be installed at appropriate locations for the convenience of the traffic movement.
 - (xix) The embankments/slopes and the slopes left after cutting shall be provided with vegetative turning to avoid soil erosion.
 - (xx) The hot mix plant shall be located at least 500 mts. Away from habitation and on the barren land to avoid its adverse impact on the human population.
 - (xxi) Rehabilitation and payment of compensation to the project affected people (PAPs) shall be made as per the policy of the State Government.
 - (xxii) Noise barriers shall be provided at appropriate locations particularly in the areas where the alignment passes through inhabited areas so as to ensure that the noise levels do not exceed the prescribed standards.
 - (xxiii) For road safety, IRC guidelines in respect of road signages, service roads, bus bays, inter-sections, pedestrians crossings, etc. shall be strictly adhered to.

6. **GENERAL CONDITIONS:**

- (i) Adequate provision for infrastructure facilities including water supply, fuel and sanitation must be ensured for construction workers during the construction phase of the project to avoid any damage to the environment.
- (ii) Appropriate measures must be taken while undertaking digging activities to avoid any likely degradation of water quality.
- (iii) Borrow sites for each quarry sites for road construction material and dump sites must be identified keeping in view the following:
 - (a) No excavation or dumping on private property is carried out without written consent of the owner.
 - (b) No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations.



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- (c) Excavation work shall be done in close consultation with the Soil Conservation and Watershed Development Agencies working in the area, and
- (d) Construction spoils including bituminous material and other hazardous materials must not be allowed to contaminate water courses and the dump sites for such materials must be secured so that they shall not leach into the ground water.
- (iv) The construction material shall be obtained only from approved quarries. In case new quarries are to be opened, specific approvals from the competent authority shall be obtained in this regard.
- (v) Adequate precautions shall be taken during transportation of the construction material so that it does not affect the environment adversely.
- (vi) Borrow pits and other scars created during the road construction shall be properly levelled and treated.
- (vii) Adequate financial provision must be made in the project to implement the aforesaid safeguards.
- (viii) The project proponent will set up separate environmental management cell for effective implementation of the stipulated environmental safeguards under the supervision of a Senior Executive.
- (ix) Full support shall be extended to the officers of this Ministry/ Regional Office by the project proponent during inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigation measures and other environmental protection activities.
- (x) A six-Monthly monitoring report shall need to be submitted by the project proponents to the Regional Office of this Ministry regarding the implementation of the stipulated conditions.
- (xi) Ministry of Environment & Forests or any other competent authority may stipulate any additional conditions or modify the existing ones, if necessary in the interest of environment and the same shall be complied with.
- (xii) The Ministry reserves the right to revoke this clearance if any of the conditions stipulated are not complied with the satisfaction of the Ministry.
- (xiii) In the event of a change in project profile or change in the implementation agency, a fresh reference shall be made to the Ministry of Environment and Forests.

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- (xiv) The project proponents shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.
 - (xv) A copy of the clearance letter shall be marked to concerned Panchayat/local NGO, if any, from whom any suggestion/representation has been made received while processing the proposal.
 - (xvi) Safety provision such as bus bays, service roads intersection improvement etc., will be carried out by the project proponent. The project proponent shall provide adequate facilities as per IRC norms/guidelines.
 - (xvii) State Pollution Control Board shall display a copy of the clearance letter at the Regional Office, District Industries Center and Collector's Office/Tehsildar's office for 30 days.

7. These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification 2006, including the amendments and rules made thereafter.

8. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.

9. The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>. The advertisement should be made within 10 days from the date of receipt of the Clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry.

10. Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No.460 of 2004 as may be applicable to this project.

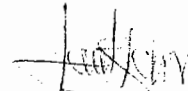
11. Status of compliance to the various stipulated environmental conditions and environmental safeguards will be uploaded by the project proponent in its website.

12. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored

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data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.

13. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.



(Lalit Kapur)
Director (IA-III)

Copy to: -

- (1) The Secretary, Department of Environment, Government of West Bengal, Kolkata.
- (2) The Secretary, Department of Forest & Environment, Government of Jharkhand, Ranchi.
- (3) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi - 110 032.
- (4) The Member Secretary, West Bengal Pollution Control Board, Paribesh Bhawan, Bldg No.10-A, Block L-A, Sector-III, Salt Lake City, Kolkata-700 098.
- (5) The Member Secretary, Jharkhand State Pollution Control Board, H.E.C., Dhurwa, Ranchi -834004 (Jharkhand).
- (6) Member Secretary, West Bengal Coastal Zone Management Authority & Chief Environment Officer, Department of Environment, Govt of West Bengal, Writers Building, G-Block, 2nd Floor, Kolkatta - 700 001
- (7) The CCF, Regional Office, Chief Conservator of Forests, Ministry of Env & Forests, RO (EZ), A/3, Chandrasekharapur, Bhubaneswar - 751023 (Orissa)
- (8) Division, Monitoring Cell, MOEF, New Delhi - 110003.
- (9) Guard file.

(Lalit Kapur)
Director (IA-III)

A/R-3

RW/NH-37011/37/2018-PPP (Part)
Government of India
Ministry of Road Transport & Highways
(BP&SP Cell)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 30th November, 2018OFFICE MEMORANDUM

Sub: - Minutes of the Meeting held on 14.11.2018 in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI.

Please find enclosed herewith minutes of meeting held on 14-11-2018 in the Ministry under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI, which was attended by officials of Ministry as well as NHAI.

Narendra S 30.11.18

(Narendra Sharma)

Superintending Engineer (BP & SP)

To:

1. Chairman, NHAI, New Delhi;
2. Director General(RD) & Special Secretary, M/o RT&H, New Delhi;
3. Additional Secretary, M/o RT&H, New Delhi;
4. All Members, NHAI, New Delhi;
5. Joint Secretary (Highways), M/o RT&H, New Delhi;
6. Shri Manoj Kumar, CGM (Bharatmala), NHAI, New Delhi.

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Minutes of the Meeting held on 14.11.2018 in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI

A meeting was held on 14.11.2018 at 5:30 p.m. under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI. The list of participants is as **Annexure - 1**.

1. At the outset, Secretary (RT&H) welcomed all the participants. Thereafter, the philosophy adopted for optimization as carried out in Bharatmala Network and the key advantages of green-field development over brown-field expansion of the existing alignments were discussed. In addition, details of the projects proposed to be implemented by NHAI under various programs viz., Bharatmala Pariyojana, NHDP, NH(O) and the methodology of prioritization of the same were deliberated.

2. Discussions held and decisions taken during the meeting are as follows:

2.1 Greenfield alignments and optimization of the network:

- (i) Network identified under Bharatmala Pariyojana has been optimized to improve connectivity across key economic centers through discussions with State Governments and other stakeholders. Relatively straighter (shortest) green-field alignments have been identified for connecting important economic centers. Green-field development presents multiple benefits over brown-field expansions of the existing alignments as up-gradation/expansion of the existing corridors (brown-field) have multiple challenges in terms of pre-construction activities e.g. higher land acquisition cost, need for rehabilitation and resettlement of population inhabiting the land parcels abutting the existing corridors, need for utility shifting, tree cutting, and during the execution of project with running traffic. Moreover, this approach would have an added advantage of improving connectivity to hitherto unconnected/poorly connected and under-developed areas in the country, thereby triggering economic activity in such regions. The minutes of meetings held with stakeholders from different states are enclosed as **Annexure - 7**.
- (ii) Green-field alignments reduce the overall cost to the economy as compared to brown-field expansion, as the shorter green-field alignments enable significant reduction in capital cost and vehicle operating cost. The advantages in this behalf have been explained in detail in the Policy Guidelines dated 26th February 2018.
- (iii) The summary of optimization of network under Bharatmala Pariyojana is enclosed as **Annexure - 2**.

2.2 NHAI Highway Network and Projects:

- (i) Projects with a total length of 90,295 km are being implemented by NHAI across three different programs viz., Bharatmala Pariyojana, NHDP and NH(O).



Minutes of the Meeting held on 14.11.2018 at 5:30 PM in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI

- (ii) Bharatmala Pariyojana has identified six major components, namely, (a) Development of Economic Corridors (9000 kms), (b) Development of Inter-corridor and Feeder routes (6000 kms), (c) National Corridors Efficiency Improvement (Golden Quadrilateral/ East West Corridor - North South Corridor) - 5000 kms), (d) Development of Border and international connectivity roads (2000 kms), (e) Development of Coastal and Port Connectivity roads (2000 kms), and (f) Development of Green-field Expressways (800 kms).
- (iii) Similarly, projects being implemented under NHDP and NH(O) have been divided into two categories - Other Economic Corridors (OEC), which are longer corridor - based projects connecting economically important towns and Standalone Projects (SP), which are shorter, independent stretches.
- (iv) In addition, the National Road Transportation Strategy (NRTS) study has identified 29 corridors to further augment the National Highways network. These corridors shall be implemented as a part of Phase II of Bharatmala Pariyojana on approval from the Cabinet Committee on Economic Affairs (CCEA).
- (v) The summary status of different components under the three major programs viz. Bharatmala Pariyojana, NHDP and NH(O), along with the corridors identified in NRTS study, are enclosed as **Annexure - 3**. It was observed that the NHAI would have to initiate action for an additional 20% to 25% length of projects in the pipeline in order to ensure construction/development of projects approved under Phase-I (about 35,000 kms including the residual works under NHDP). This additional length may be taken out of the NRTS Study.

2.3 Project Prioritization and appraisal:

- (i) Projects for implementation have been prioritized as High Priority, Medium Priority and Low Priority projects based on two parameters viz. corridor completion and average expected traffic in the corridor.
- (ii) National Corridors Efficiency improvement Projects and Expressways have been classified as high priority projects as they carry very high volume of traffic and act as the backbone of the National Highway network.
- (iii) Corridor based projects of Economic Corridors, Inter Corridor Routes, Feeder Routes and Other Economic Corridors have been prioritized based on the following two factors:
 - (a) Corridor completion i.e., missing links of largely completed corridors have been prioritized irrespective of traffic.
 - (b) Traffic i.e., to be developed corridors have been prioritized based on average expected traffic in the corridor.

Minutes of the Meeting held on 14.11.2018 at 5:30 PM in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI

- (iv) Standalone Projects (SP) of NHDP and NH(O) have been prioritized based on average traffic.
- (v) Projects on corridors with an average expected traffic of >15,000 PCU have been classified as High Priority projects, corridors with an average expected traffic of 10,000 - 15,000 PCU have been classified as Medium Priority projects and corridors with expected traffic of less than 10,000 PCU have been prioritized as Low Priority projects.
- (vi) Peripheral Connectivity Routes comprising of Border Roads, International Connectivity Roads, Coastal Roads and Port Connectivity Roads are yet to be prioritized due to lack of traffic survey data. These projects shall be prioritized based on traffic estimation done as part of DPR preparation.
- (vii) Apart from the above mentioned corridors and projects, balance works of projects to be awarded in lieu of termination of Under Implementation projects have been classified as High priority projects.
- (viii) In summary, out of the 46,099 km of projects (including the NH (O) projects entrusted to NHAI and projects identified under NRTS) to be awarded by NHAI under different components, a total of 23,975 km of projects have been accorded High Priority, 8,278 km have been accorded Medium Priority, 9,611 km have been accorded Low Priority and 4,235 km of Peripheral Connectivity Roads are yet to be prioritized.
- (ix) The summary of prioritization of projects is enclosed as **Annexure - 4**. A corridor wise summary of the entire network under NHAI along with prioritization is enclosed as **Annexure - 5**. The list of projects along with the priority accorded to each project is enclosed as **Annexure - 6**.

2.4 Key decisions taken:

- (i) Projects shall be prioritized for award by NHAI as per the priority order placed in **Annexure - 6**.
- (ii) Priority shall be reviewed periodically by NHAI and based on inputs from latest traffic surveys and DPR consultants. The changes in the priority order based on these inputs shall be approved by the Chairman, NHAI.
- (iii) For the purpose of fast tracking, and since LA takes its own time, all High-Priority projects shall be appraised when Land Acquisition is in advance stage. As a matter of fact, wherever the alignment is approved at the level of the Competent Authority for Appraisal, the same may be treated as approval for the pre-construction activities including land acquisition.



Minutes of the Meeting held on 14.11.2018 at 5:30 PM in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI

- (iv) For medium and low priority projects, pre-project activities shall be appraised by a Committee constituted by Chairman, NHAI and 3D notification shall be processed after pre-appraisal of the projects. The appraisal of the project shall be done when Land Acquisition is in advance stage, and as per the Extant guidelines applicable for appraisal of project.
- (v) Low priority projects shall be taken up for development only if high and medium priority projects get delayed on account of land acquisition or other unforeseen issues and shall have a two-stage appraisal process similar to Medium priority projects.
- (vi) DPRs for Expressways and high traffic Economic Corridors and ICRs identified in Bharatmala Phase II shall be initiated immediately as these projects are expected to be economically viable and would have high impact on logistics efficiency. Notifications under Section 3D for these corridors shall be initiated only after the approval of Phase-II of Bharatmala Pariyojana by the Cabinet Committee on Economic Affairs.

The meeting ended with a Vote of Thanks to and from the Chair.

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Minutes of the Meeting held on 14.11.2018 at 5:30 PM in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for reviewing the optimization of Bharatmala Pariyojana network and prioritization of projects to be implemented by NHAI

Annexure - 1

List of participants

A. Ministry of Road Transport & Highways

- (i) Shri Yudhvir Singh Malik, Secretary (RT&H) - in Chair
- (ii) Shri Shambhu Singh, Additional Secretary & Financial Advisor
- (iii) Ms. Leena Nandan, Additional Secretary
- (iv) Shri Amit Kumar Ghosh, JS(H)
- (v) Sh. Sudip Chaudhary, CE (Planning), MoRTH
- (vi) Sh. Narendra Sharma, SE, MoRTH

B. National Highways Authority of India

- (i) Shri Sanjeev Ranjan, Chairman, NHAI
- (ii) Sh. R.K. Chaturvedi, Member(A), NHAI
- (iii) Shri R.K. Pandey, Member (P)
- (iv) Sh. Manoj Kumar, CGM(T), NHAI
- (v) Sh. Rohin Gupta, GM, NHAI

Annexure - 2

Summary of optimization of network under Bharatmala Pariyojana

Sr. No.	Component	CCEA Approval		Post Optimization		Extent of Optimization (km)
		#	Network Length (km)	#	Network Length (km)	
1	Expressways	7	1,837	8	2,555	718
2	National Corridors	6	13,049	27	14,270	3,375
3	National Corridors Efficiency Improvement Program (NEIP)			12	2,154	
4	Economic Corridors	44	26,160	41	25,139	(1,021)
5	Inter Corridor Routes	65	7,961	56	8,447	486
6	Feeder Routes	115	7,439	53	3,472	(3,967)
7	Peripheral Connectivity Roads (BR, INTC, CR, PC)	111	8,496	107	8,638	142
Total		348	64,942	304	64,675	(267)

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Annexure - 3

Summary status of different components under Bharatmala Pariyojana, NHDP & NH (O)
being implemented by NHAI

Sr. No.	Program	Component	Description	No. of Corridors / Projects	Network Length with NHAI (km)	Balance for Award (km)
1	Bharatmala Pariyojana	Expressways	Greenfield expressways identified for development where traffic exceeds 40000 PCU	8	2,555	2,070
2		National Corridors	Consists of the Golden Quadrilateral, North-South & East-West corridors with average traffic greater than 30000 PCU	27	14,270	2,192
3		National Corridors Efficiency Improvement Program	Corridors identified to decongest certain sections of the National Corridors and diversify traffic	12	2,154	1,595
4		Economic Corridors	Highway corridors of economic importance expected to carry 25% of freight in coming years	40	22,023	10,331
5		Inter Corridor Routes	Corridors connecting 2 or more National, Economic or other corridors	56	8,447	5,804
6		Feeder Routes	Corridors providing connectivity to certain towns and cities with the major Economic and Inter Corridor routes	45	3,170	2,206
7		Peripheral Connectivity Roads (BR, INTC, CR, PC)	Consists of Border Roads, International Connectivity Roads, Coastal Roads and Port Connectivity Roads identified under Bharatmala Pariyojana	84	6,007	4,235
8	NHDP	Other Economic Corridors	Corridors consisting of projects connecting important O-D pairs which are being implemented as a part of NHDP	46	9,956	1,524
9		Standalone Projects	Standalone Projects which had been identified under NHDP and have not been included in the above mentioned corridors	27	2,368	427
10	NH (O)	Other Economic Corridors	Corridors consisting of projects connecting important O-D pairs which are being implemented as a part of NH (O)	32	7,423	4,841
11		Standalone Projects	Standalone Projects which had been identified under NH (O) and have not been included in the above mentioned corridors	58	3,751	2,704



Sr. No.	Program	Component	Description	No. of Corridors / Projects	Network Length with NHAI (km)	Balance for Award (km)
12	Bharatmala Pariyojana – Phase II	Expressways	New greenfield expressways identified as part of NRTS under MoRTH where traffic on existing highways is greater than 40000 PCU	11	3,525	3,525
13		Economic Corridors	Economic Corridors which were not part of BM Phase 1 but have expected traffic of greater than 15000 PCU	9	3,094	3,094
14		Inter Corridor Routes	Inter Corridor Routes which were not part of BM Phase 1 but have expected traffic of greater than 15000 PCU	9	1,552	1,552
Total				464	90,295	46,099

Annexure - 4

Summary of prioritization of projects being implemented by NHAI¹

Sr. No.	Component	# of Corridors	Network Length with NHAI (km)	Balance for Award (km)	Balance for Award (km)		
					High Priority	Medium Priority	Low Priority
1	Expressways	8	2,555	2,070	2,070	-	-
2	National Corridors	27	14,270	2,192	1,827	48	317
3	National Corridors Efficiency Improvement Program	12	2,154	1,595	1,264	332	-
4	Economic Corridors	40	22,023	10,331	5,872	1,792	2,667
5	Inter Corridor Routes	56	8,447	5,804	2,772	1,014	2,018
6	Feeder Routes	45	3,170	2,206	819	337	1,050
Bharatmala – I Total¹		188	52,619	24,198	14,624	3,523	6,052
8	Other Economic Corridors (NHDP)	46	9,956	1,524	881	350	293
9	Standalone Projects (NHDP)	27	2,368	427	95	91	241
NHDP Total		73	12,323	1,950	975	441	534
10	Other Economic Corridors (NHO)	32	7,423	4,841	1,808	1,388	1,646
11	Standalone Projects (NHO)	58	3,751	2,704	533	791	1,380
NH(O) Total		90	11,174	7,545	2,341	2,179	3,025
12	Expressways (BM Phase – II)	11	3,525	3,525	3,525	-	-
13	Economic Corridors (BM Phase – II)	9	3,094	3,094	1,830	1,264	-
14	Inter Corridor Routes (BM Phase – II)	9	1,552	1,552	680	872	-
Bharatmala – II Total		29	8,171	8,171	6,035	2,136	-
Grand Total		380	84,288	41,864	23,975	8,278	9,611

¹ Excluding Peripheral Connectivity Projects (BR, INTC, CR, PC)

Annexure - 5

Corridor wise summary of NHAI network along with priority classification²

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
1	EXP	Delhi - Mumbai EXP	101	1,247	1,123	39,327	1,123	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
2	EXP	Ahmedabad - Vadodara EXP	102	93	-	49,291	-	-	-	Developed under NHDP
3	EXP	Bengaluru - Chennai EXP	103	262	262	28,173	262	-	-	Induced traffic of ~ 50% of traffic on existing alignment is expected on the greenfield alignment
4	EXP	Delhi - Amritsar - Katra EXP	104	500	500	30,000	500	-	-	Induced traffic of ~ 50% of traffic on existing alignment is expected on the greenfield alignment
5	EXP	Eastern Peripheral Expressway	105	186	-	-	-	-	-	Developed under NHDP
6	EXP	Kanpur - Lucknow EXP	106	75	75	31,962	75	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
7	EXP	Delhi - Meerut EXP	107	82	-	31,256	-	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
8	EXP	Ahmedabad - Dholera EXP	108	110	110	11,262	110	-	-	

² Excluding Peripheral Connectivity Projects (BR, INTC, CR, PC)

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
9	NC	Delhi - Mumbai	201	1,580	177	56,439	86	-	90	Greenfield expressway is planned to diversify traffic from the corridor and hence future expansions beyond 6 lanes on the existing alignment shall be deprioritized (except for Ring Roads / Bypasses)
10	NC	Pune - Bengaluru	202	950	343	45,711	343	-	-	Greenfield expressway is planned in Bharatmala Phase 2 to diversify traffic from the corridor and hence expansion beyond 6 lanes on the existing alignment shall not be pursued
11	NC	Bengaluru - Chennai	203	619	386	56,346	386	-	-	Greenfield expressway is planned to diversify traffic from the corridor and hence future expansion beyond 6 lanes on the existing alignment shall not be pursued. Bengaluru ring road is part of this corridor
12	NC	Kolkata - Chennai	204	1,847	226	40,241	226	-	-	
13	NC	Delhi - Kolkata	205	1,512	129	37,259	129	-	-	
14	NC	Srinagar - Jammu (NS)	206	290	20	14,842	20	-	-	
15	NC	Jammu - Delhi (NS)	207	712	77	60,621	77	-	-	Greenfield expressway is planned to diversify traffic from the corridor and hence future expansions beyond 6 lanes on the existing alignment shall not be pursued. Ring roads / bypasses planned in the corridor shall be taken up
16	NC	Delhi - Nagpur (NS)	208	1,053	59	16,792	15	-	44	Delhi - Mumbai EXP is being developed which will

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
										also reduce Delhi - Nagpur distance and diversify traffic from this corridor; hence further expansion to 6 lanes has been deprioritized; Ring Roads / Bypasses included in this corridor to be taken up
17	NC	Nagpur - Hyderabad (NS)	209	498	18	21,910	18	-	-	
18	NC	Hyderabad - Bengaluru (NS)	210	537	-	35,112	-	-	-	
19	NC	Bengaluru - Madurai (NS)	211	327	113	40,209	-	-	113	Alternate alignment is being developed between Hosur and Dharmapuri to diversify traffic from the corridor and hence future expansions on the existing alignment has been put under low priority
20	NC	Madurai - Kkumari (NS)	212	335	101	28,358	31	-	70	Madurai Ring Road Phase II is deprioritized as the Inner Ring Road in this section is being developed by the State Government
21	NC	Salem - Cochin (NS)	213	419	300	53,432	300	-	-	
22	NC	Porbandar - Rajkot (EW)	214	183	-	27,248	-	-	-	
23	NC	Rajkot - Samkhiyali (EW)	215	155	41	49,818	41	-	-	

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Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
24	NC	Samkhiyali - Palanpur (EW)	216	261	144	32,337	96	48	-	8 laning of Santalpur - Radhanpur section kept as medium priority since the new greenfield Amritsar - Bhatinda - Jamnagar EC joins this corridor at Santalpur instead at Radhanpur as planned earlier; Hence Santalpur - Samkhiyali section has been kept as high priority since it will handle the major traffic flow from the greenfield corridor towards Kandla/Jamnagar
25	NC	Palanpur - Pindwara - Udaipur - Chittorgarh (EW)	217	196	-	20,744	-	-	-	
26	NC	Chittorgarh - Kota - Shivpuri (EW)	218	488	-	14,490	-	-	-	
27	NC	Shivpuri - Jhansi (EW)	219	95	-	25,000	-	-	-	
28	NC	Jhansi - Kanpur (EW)	220	196	-	33,066	-	-	-	
29	NC	Kanpur - Lucknow - Faizabad - Gorakhpur (EW)	221	436	1	35,197	1	-	-	
30	NC	Gorakhpur - Gopalganj - Motihari (EW)	222	223	-	14,117	-	-	-	
31	NC	Motihari - Muzzafarpur - Darbhanga - Purnea (EW)	223	364	3	12,233	3	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
32	NC	Purnea - Dalkhola (EW)	224	36	-	25,058	-	-	-	
33	NC	Dalkhola - Islampur - Shiliguri - Salsalabari (EW)	225	271	29	20,470	29	-	-	
34	NC	Salsalabari - Bongaigaon - Guwahati (EW)	226	281	-	23,405	-	-	-	
35	NC	Guwahati - Nagaon - Daboka - Silchar (EW)	227	407	25	15,774	25	-	-	
36	NEIP	Dwarka Expressway	301	28	19	100,000	19	-	-	
37	NEIP	Delhi - Faridabad - Sohna	302	60	60		60	-	-	
38	NEIP	Gurgaon - Sohna	303	22	-		-	-	-	
39	NEIP	Kishangarh - Ajmer - Udaipur	304	280	110	27,938	-	110	-	Medium priority due to issues pertaining to Forest Clearances
40	NEIP	Chennai - Salem	305	277	277	33,875	277	-	-	Induced traffic of ~ 70% of traffic from existing alignments is expected on the greenfield alignment
41	NEIP	Vijaywada - Rajamundry - Vijayanagaram	306	159	-	29,504	-	-	-	
42	NEIP	Sikandra - Kanpur - Fatehpur	307	160	160	25,000	160	-	-	
43	NEIP	Amritsar - Delhi	308	314	114	5,318	114	-	-	Alignment modified via Harike - Moga instead of earlier Zira - Moga
44	NEIP	Ambala - Kotputli	309	282	282	22,428	282	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
45	NEIP	Narsinghpur - Chhindwara - Nagpur	310	250	250	1,898	29	222	-	Gondhkari - Saoner portion as a bypass of Nagpur is part of this corridor and has been given high priority. Rest has been kept as medium priority as 2L PS has been recently completed
46	NEIP	Bengaluru - Coimbatore	311	180	180	30,000	180	-	-	
47	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	142	142	8,235	142	-	-	
48	EC	Mumbai - Kolkata	401	1,761	663	28,097	119	-	544	Development of Mumbai - Nagpur section is deprioritized as a parallel expressway (Samruddhi Marg) is being developed by the State Government. Sinnar - Zagde Phata section has high traffic and Samruddhi Marg being developed will not cater to this O-D pair, hence, this has been separately kept as Sinnar (Nashik) - Shirdi FR and has been given High priority
49	EC	Mumbai - Kkumari	402	1,695	663	42,011	663	-	-	Mumbai - Goa section is being developed by MoRTH and shall be handed over to NHAI on completion
50	EC	Amritsar - Bhatinda - Jamnagar	403	1,106	910	24,735	910	-	-	Expected induced traffic of >25,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
51	EC	Agra - Mumbai	404	959	299	37,524	1	-	298	Sections of Delhi - Mumbai EXP and Indore - Mumbai EXP will diversify the traffic on this corridor and hence future expansions on the existing alignment have been deprioritized (except for Ring Roads / Bypasses)
52	EC	Indore - Hyderabad	405	677	454	22,420	454	-	-	Expected induced traffic of >22,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants
53	EC	Kandla - Amd - Ind - Bhopal	406	796	175	24,438	175	-	-	
54	EC	Pune - Hyd - Vijayawada	407	830	281	30,621	281	-	-	
55	EC	Solapur - Kurnool - Chennai	408	707	479	28,026	479	-	-	Greenfield alignment with an expected induced traffic of around 10,000 PCU as the distance between Solapur and Chennai is reduced
56	EC	Surat - Nagpur	409	651	27	26,247	27	-	-	
57	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	761	477	11,571	-	477	-	
58	EC	Ludhiana - Ajmer	411	478	478	9,500	-	-	478	This is a competing corridor for Amritsar - Bhatinda - Jamnagar EC and shall be developed after traffic stabilization on that corridor
59	EC	Hyderabad - Panaji	412	592	592	9,222	-	-	592	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
60	EC	Surat - Nashik - Ahmednagar - Solapur	413	564	564	40,000	564	-	-	Greenfield alignment with an expected induced traffic of around 40,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants
61	EC	Solapur - Nagpur	414	527	-	19,167	-	-	-	
62	EC	Vadodara - Kandwa - Betul	415	581	581	8,650	-	-	581	
63	EC	Kharagpur - Siliguri (Till Morgam)	416	235	235	25,000	235	-	-	Partial greenfield alignment with an expected induced traffic of around 15,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants
64	EC	Bhopal - Kanpur	417	565	511	15,000	122	389	-	Bhopal - Kabrai section has an average traffic is 8,000 PCU; Kabrai - Kanpur section has an average traffic is 30,000 PCU; Hence, Kabrai - Kanpur is kept as high priority and the rest as medium priority 4 Laning of Kabrai - Kanpur section shall be taken up on priority with the buy back of existing 2L PS project
65	EC	Raipur - Vishakhapatnam	418	536	464	16,661	464	-	-	Greenfield alignment with an expected induced traffic of around 7,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants
66	EC	Lakhnadon - Jabalpur - Varanasi	419	521	20	14,647	20	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
67	EC	Delhi - Moradabad - Lucknow	420	490	-	31,263	-	-	-	
68	EC	Delhi - Aligarh - Kanpur	421	406	128	25,079	128	-	-	
69	EC	Chennai - Madurai	422	455	93	51,842	93	-	-	Greenfield expressway is planned in Bharatmala Phase 2 to diversify traffic from the corridor and hence future expansion beyond 8 lanes in Tambaram - Tindivanam on the existing alignment shall not be pursued
70	EC	Solapur - Aurangabad - Dhule	423	530	89	21,886	89	-	-	
71	EC	Indore - Nagpur	424	441	261	16,929	261	-	-	Induced traffic of 6,000 PCU expected as Delhi - Mumbai EXP along with Kota - Indore greenfield ICR will reduce Delhi - Nagpur distance
72	EC	Raichur - Hassan	425	448	287	12,008	-	287	-	
73	EC	Surat - Amreli (including Jambusar - Bharuch)	426	296	116	13,651	-	116	-	
74	EC	Bengaluru - Chittoor - Nellore	427	291	80	34,085	80	-	-	
75	EC	Bhopal - Jabalpur	428	302	-	7,000	-	-	-	
76	EC	Bengaluru - Mangalore	429	406	167	19,404	167	-	-	
77	EC	Sambalpur - Angul - Cuttack - Paradip	430	360	96	17,726	96	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
78	EC	Bengaluru - Mysore - Mallapuram	431	322	205	14,258	-	205	-	Bangalore - Mysore section has an average traffic of 50,000 PCU and a greenfield expressway is planned in Bharatmala Phase 2 Mysore - Mallapuram section has an average traffic of 20,000 PCU
79	EC	Delhi - Sirsa - Dabwali	432	307	-	25,404	-	-	-	
80	EC	Sambalpur - Ranchi	433	320	290	11,851	-	290	-	
81	EC	Chittorgarh - Indore	434	325	39	25,269	39	-	-	
82	EC	Tuticorin - Cochin	435	383	255	19,387	255	-	-	
83	EC	Hubli - Hospet - Bellary - Gooty (with spur to Metgal)	436	324	28	12,621	-	28	-	
84	EC	Beawar - Pali - Sirohi - Vav - Jamnagar (with spur to Pindwara)	437	418	174	20,000	-	-	174	Sirohi - Vav section has State BOT projects and hence the projects shall be taken up after the handover by state
85	EC	Jaipur - Agra	438	226	15	28,865	15	-	-	
86	EC	Pune - Ahmednagar - Aurangabad	439	235	-	44,651	-	-	-	Greenfield expressway is planned in Bharatmala Phase 2 to diversify traffic from the corridor and hence future expansions on the existing alignment shall not be pursued
87	EC	Delhi - Saharanpur - Dehradun	440	197	136	19,833	136	-	-	Expected induced traffic of >7,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
88	ICR	Sohela - Khurda	501	363	363	7,101	-	-	363	The corridor has competing corridors and this passes through forest hence has been kept as low priority
89	ICR	Hyderabad - Ongole	502	233	-	-	-	-	-	
90	ICR	Kota - Indore	503	319	180	24,238	180	-	-	Induced traffic of 10,000 PCU expected as Delhi - Mumbai EXP along with this section will reduce Delhi — Indore/Nagpur distance; Greenfield alignment is preferred
91	ICR	Ranchi - Jamshedpur - Baleshwar	504	316	-	14,597	-	-	-	
92	ICR	Aurangabad - Darbhanga	505	272	272	11,000	-	272	-	
93	ICR	Gurgaon - Sikar	506	226	226	10,775	73	153	-	Gurgaon - Narnaul section has a high traffic of 20,000 PCU and is assigned high priority; Narnaul - Sikar section has a traffic of 10,000 PCU and is assigned medium priority
94	ICR	Coimbatore - Trichy - Tanjore	507	221	221	17,739	165	56	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment; 6 laning of Tanjore - Trichy section is deprioritized as 4 Laning is recently completed
95	ICR	Aurangabad - Nanded	508	265	156	10,483	-	156	-	
96	ICR	Madurai - Kollam	509	236	236	18,212	236	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
97	ICR	Sanchoe - Deesa - Mehsana - Ahmedabad	510	226	150	42,441	150	-	-	Sanchoe - Deesa - Mehsana section will be taken up in Bharatmala Phase 1 and expressway is planned between Mehsana and Ahmedabad as part of Bharatmala Phase 2
98	ICR	Suryapet (Hyderabad) - Devrapalli (Vishakhapatnam)	511	209	209	23,914	209	-	-	
99	ICR	Chandigarh - Bathinda	512	216	-	21,725	-	-	-	
100	ICR	Vidisha - Talbehat	513	231	231	4,448	-	-	231	
101	ICR	Sasaram - Patna - Hajipur - Muzzafarpur	514	158	95	13,277	-	95	-	
102	ICR	Nashik - Pune	515	202	30	25,000	30	-	-	
103	ICR	Maihar - Satna - Chitrakoot - Makhdompur Kaji	516	208	208	5,240	-	-	208	
104	ICR	Satara - Kedgaon - Daund - Ahmednagar	517	178	178	8,000	-	-	178	Kohlapur - Ahmednagar Economic Corridor is being developed as a part of Bharatmala Phase II. This ICR shall be developed in synergy with the same
105	ICR	Lucknow - Raebareilly - Allahabad	518	176	106	22,241	106	-	-	Rae Bareilly - Allahabad section has a traffic of ~20,000 PCU; 4 Laning of Rae Bareilly - Allahabad section shall be taken up on priority with the buy back of existing 2L PS project

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
106	ICR	Chitradurga - Mudigere (Mangalore)	519	189	189	15,317	189	-	-	
107	ICR	Madurai - Melur - Karaikudi - Tanjore	520	172	172	16,841	172	-	-	Expected induced traffic of >4,000 PCU and the same shall be validated with OD and traffic studies from DPR consultants
108	ICR	Panipat - Rohtak - Bawal	521	165	-	27,472	-	-	-	
109	ICR	Narnaul - Alwar - Bharatpur	522	180	180	18,000	180	-	-	This ICR connects the Trans Haryana corridor with Delhi - Mumbai Expressway and an induced traffic of 18,000 PCU is expected
110	ICR	Mydukur (Kadapa) - Nellore	523	310	155	6,646	-	-	155	
111	ICR	Rajkot - Virangam	524	140	-	-	-	-	-	
112	ICR	Ferozpur - Malout - Mandi Dabwali	525	152	152	10,000	-	152	-	
113	ICR	Karnal - Shamli - Meerut - Garmukteshwar	526	140	140	18,712	140	-	-	
114	ICR	Armoor - Mancherial	527	149	149	16,153	149	-	-	
115	ICR	Nashik - Valsad	528	40	40	6,811	40	-	-	Surat - Nashik - Ahmednagar section is being developed as a part of Surat - Solapur EC; A spur from Valsad shall be developed to connect with that EC

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Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
116	ICR	Betul (Nagpur) - Obedullaganj (Bhopal)	529	120	-	15,632	-	-	-	
117	ICR	Hubli - Ankola	530	128	-	-	-	-	-	
118	ICR	Jalandhar - Bajakhana (Bhatinda)	531	126	48	15,405	48	-	-	Expected induced traffic of >3,500 PCU and the same shall be validated with OD and traffic studies from DPR consultants
119	ICR	Jagtial - Karimnagar - Warangal	532	120	120	20,930	120	-	-	
120	ICR	Kozhikode - Mallapuram - Palakkad	533	114	114	22,962	53	60	-	Kozhikode - Mallapuram section has an average traffic of 30,000 PCU and is assigned high priority Mallapuram - Palakkad section has an average traffic of around 10,000 PCU and is assigned medium priority
121	ICR	Nanded - Nirmal	534	115	115	3,490	-	-	115	
122	ICR	Ludhiana - Ferozepur	535	102	-	27,568	-	-	-	
123	ICR	Ajmer - Nasirabad - Deoli	536	114	114	9,000	-	-	114	
124	ICR	Wardha - Karanja	537	123	123	11,017	-	-	123	This ICR is parallel to the Mumbai - Nagpur Samruddhi Marg being developed by the State Government. This ICR shall be taken up once the traffic stabilizes on Samruddhi Marg
125	ICR	Jaipur - Sikar	538	96	-	37,909	-	-	-	
126	ICR	Allahabad - Tikri - Mirzapur (Varanasi)	539	104	104	28,309	104	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
127	ICR	Jharsuguda - Tileibaini	540	86	86	5,061	-	-	86	
128	ICR	Keonjhar - Duburi (Chandikhol)	541	99	99	4,476	-	-	99	
129	ICR	Dewas - Ujjain - Ratlam	542	95	95	8,974	-	-	95	
130	ICR	Sonipat - Baghpat - Meerut	543	60	60	16,644	60	-	-	
131	ICR	Malegaon - Shirdi	544	86	-	-	-	-	-	
132	ICR	Agra - Aligarh	545	80	80	20,285	80	-	-	
133	ICR	Namakkal - Trichy	546	90	90	15,560	90	-	-	
134	ICR	Chittoor - Ranipet	547	65	28	16,355	28	-	-	
135	ICR	Panipat - Shamli - Muzzafarnagar	548	81	81	17,078	81	-	-	
136	ICR	Ludhiana - Sangrur	549	83	37	26,271	37	-	-	
137	ICR	Ismailabad (Ambala) - Kaithal - Khanauri	550	32	32	5,427	-	-	32	
138	ICR	Vellakoil - Sankakiri	551	70	70	14,254	-	70	-	
139	ICR	Chittoor - Nagari	552	53	53	20,000	53	-	-	Greenfield alignment is preferred to reduce the distance between Bengaluru/Chittoor to Chennai port
140	ICR	Jhabua - Ratlam	553	104	104	5,260	-	-	104	
141	ICR	Rajkot - Dhrol	554	49	-	-	-	-	-	
142	ICR	Tirunelveli - Tuticorin	555	47	-	38,013	-	-	-	
143	ICR	Ara - Mohania	556	115	115	8,000	-	-	115	

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144	FR	Chennai - Mahabalipuram - Pondicherry	601	155	155	26,886	155	-	-	
145	FR	Aurangabad-Paithan	602	52	52	10,000	-	52	-	Induced traffic shall be validated based on traffic studies from DPR consultants
146	FR	Hyderabad - Warangal	603	135	-	33,460	-	-	-	
147	FR	Ajit Nagar (Sangrur) - Bhatinda	604	91	91	14,800	-	91	-	
148	FR	Rajapur - Raipura - Jamira - Sirmaur - Kalwari	605	138	138	3,956	-	-	138	
149	FR	Saraipali - Raigarh	606	98	98	6,624	-	-	98	
150	FR	Katni - Shahdol	607	124	124	6,054	-	-	124	
151	FR	Bhatinda - Sriganagar	608	108	108	16,828	108	-	-	
152	FR	Dugiphar - Balaghat	609	90	90	5,139	-	-	90	
153	FR	Muzzafarpur - Barauni (Begusarai)	611	91	91	16,218	91	-	-	
154	FR	Ambala - Zirakpur - Baddi - Nalagarh	612	66	31	39,610	31	-	-	
155	FR	Sinnar (Nashik) - Shirdi	613	51	51	17,832	51	-	-	This project shall be taken up on high priority since it has heavy traffic and Samrudhi Marg being developed will not cater to this O-D pair
156	FR	Tiruppur - Madurai	614	90	-	-	-	-	-	

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157	FR	Bhilwara - Rajsamand	615	86	-	13,671	-	-	-	
158	FR	Bidar - Degloor	616	84	84	3,631	-	-	84	
159	FR	Bareilly - Philbit - Sitarganj	617	73	73	19,638	-	73	-	2L PS project is currently Under Implementation and hence the 4 Laning project is in medium priority
160	FR	Shahdol - Rewa	618	195	195	5,180	-	-	195	
161	FR	Sagar - Allahabad	619	81	-	-	-	-	-	
162	FR	Varanasi - Robertsganj	620	80	-	-	-	-	-	
163	FR	Kheda - Vadodara	621	-	-	8,000	-	-	-	
164	FR	Doraha (Ludhiana) - Rupnagar (HP)	622	56	31	20,000	31	-	-	
165	FR	Muzzafarnagar - Gagalheri (Saharanpur)	623	55	-	-	-	-	-	
166	FR	Madurai - Natham - Thuvankurichi	624	63	26	17,000	26	-	-	Expected induced traffic of >5000 PCU and the same shall be validated with OD and traffic studies from DPR consultants
167	FR	Firozpur - Zira	625	37	37	9,500	-	-	37	
168	FR	Angul - Athagarh (Cuttack)	626	72	72	5,337	-	-	72	
169	FR	Sadhuwali (Sriganganagar) - Hanumangarh	627	71	71	7,000	-	-	71	
170	FR	Dharwad - Londa	628	58	-	-	-	-	-	
171	FR	Hoshiarpur - Pagwara	630	35	35	18,676	35	-	-	

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Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
172	FR	Gurgaon - Pataudi - Rewari	631	55	55	17,571	55	-	-	
173	FR	Bhiwani - Rohtak	632	38	38	17,389	38	-	-	
174	FR	Rohtak - Jind	633	49	49	15,000	49	-	-	
175	FR	Bhimasar - Anjar - Bhuj	634	60	-	14,670	-	-	-	
176	FR	Gandhidham - Mundra	635	71	-	-	-	-	-	
177	FR	Gulbarga - Afzalpur	636	50	50	5,278	-	-	50	
178	FR	Panchkula - Shazadpur - Saha - Thol	637	96	35	21,385	35	-	-	
179	FR	Memmadpur (Ambala) - Kharar (Chandigarh)	638	46	46	18,300	46	-	-	
180	FR	Barapada - Padeghar (JNPT)	639	20	20	9,500	-	-	20	
181	FR	Kolaghat - Haldia	640	52	-	20,000	-	-	-	
182	FR	Vadkal - Alibag	641	22	22	14,287	-	22	-	
183	FR	Jhajjar - Bahadurgarh	643	24	24	20,153	24	-	-	
184	FR	Patna - Sahebganj - Hussaini on EW (Motihari)	644	100	100	11,000	-	100	-	Traffic shall be validated based on traffic and OD studies of DPR consultants
185	FR	Bhiwani - Hansi	645	44	44	18,000	44	-	-	
186	FR	Fazilka - Abohar	647	34	34	514	-	-	34	
187	FR	Amreli - Vadodara Branch 1	648	37	37	9,500	-	-	37	
188	FR	Gurgaon - Jhajjar	649	38	-	-	-	-	-	

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189	OEC (NHO)	Hyderabad - Raipur	801	462	330	20,000	330	-	-	
190	OEC (NHO)	Nagpur - Vijayawada	802	501	352	25,000	352	-	-	
191	OEC (NHO)	Ranchi - Jaintgarh - Keonjhar - Panikholi - Chandikhol - Paradeep	803	422	179	10,000	-	179	-	
192	OEC (NHDP)	Ambala - Kaithal - Hisar - Salasar - Nagaur	804	535	-	13,342	-	-	-	
193	OEC (NHDP)	Kolkata - Morgram - Siliguri (till Dalkhola)	805	407	123	22,997	123	-	-	
194	OEC (NHO)	Guntur - Tokapalle - Nandiyal - Ananthpur	806	400	287	12,000	-	287	-	
195	OEC (NHDP)	Solapur - Hospet - Chitradurga	807	425	-	25,126	-	-	-	
196	OEC (NHO)	Varanasi - Ranchi	808	382	327	20,000	327	-	-	
197	OEC (NHDP)	Dwarka - Porbandar - Somnath - Bhavnagar	809	494	27	11,784	27	-	-	4 Laning of Gadu - Somnath section shall be taken up to complete the corridor
198	OEC (NHO)	Ankleshwar - Netrang - Shevli - Taloda - Burhanpur	810	402	382	9,000	-	-	382	
199	OEC (NHO)	Solapur - Kolhapur - Ratnagiri	811	359	126	15,000	126	-	-	

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200	OEC (NHDP)	Bikaner - Phalodi - Pokran - Jaisalmer	812	320	-	7,378	-	-	-	
201	OEC (NHO)	Jhansi - Khajuraho - Satna - Rewa	813	317	10	4,000	-	-	10	
202	OEC (NHDP)	Coimbatore - Satyamangalam - Bengaluru	814	278	107	12,000	-	107	-	
203	OEC (NHDP)	Beawar (Bar) - Jodhpur - Pokhran	815	377	28	10,832	28	-	-	Jodhpur Ring Road is part of this corridor and has been assigned high priority
204	OEC (NHO)	Mahuva - Amreli - Jetpur - Dhoraji - Jamnagar	816	287	287	6,049	-	-	287	
205	OEC (NHDP)	Patna - Bakhtiyarpur - Begusarai - Khagaria - Purnea	817	304	-	16,371	-	-	-	
206	OEC (NHDP)	Unnao - Raebareilly - Pratapgarh - Jaunpur	818	216	50	10,466	50	-	-	Unnao - Lalganj section shall be taken up as high priority to complete the corridor
207	OEC (NHDP)	Villupuram - Nagapattinam	819	182	-	22,125	-	-	-	
208	OEC (NHDP)	Lucknow - Sultanpur - Jaunpur - Varanasi	820	265	-	17,001	-	-	-	
209	OEC (NHDP)	Chandigarh - Rupnagar - Mandi - Manali	821	252	-	17,674	-	-	-	
210	OEC (NHDP)	Jaisalmer - Barmer - Santhore	822	238	-	7,746	-	-	-	



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211	OEC (NHDP)	Banda - Raebareilly - Faizabad	823	241	108	13,142	-	108	-	
212	OEC (NHO)	Paliya - Shahjahanpur - Hardoi - Lucknow	824	273	273	14,000	176	-	97	Shahjahanpur - Hardoi - Lucknow section has a traffic of 15,000 PCU and is assigned high priority; Paliya - Shahjahanpur section has a traffic of 7,000 PCU and is assigned low priority
213	OEC (NHO)	Patna (Bakhtiyarpur) - Barhi - Hazaribagh - Ranchi (Ormanjhi)	825	285	142	14,000	-	142	-	
214	OEC (NHDP)	Bharatpur - Mathura - Hathras - Bareilly	826	263	263	15,572	263	-	-	
215	OEC (NHDP)	Jaipur - Kota	827	232	-	15,995	-	-	-	
216	OEC (NHO)	Jhalawar - Biaora - Bhopal	828	230	71	13,698	-	71	-	Induced traffic of around 5000 PCU expected from the development of Delhi - Mumbai EXP
217	OEC (NHO)	Mysore - Mangalore	829	258	258	14,000	120	-	138	Mysore - Madikere section has a traffic of >15,000 PCU and is assigned high priority Madikere - Mangalore has a traffic of less than 10,000 PCU and is assigned low priority
218	OEC (NHDP)	Sri Ganganagar - Suratgarh - Bikaner	830	240	-	3,337	-	-	-	

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219	OEC (NHDP)	Trichy - Dindigul - Kumili	831	221	-	16,140	-	-	-	
220	OEC (NHDP)	Haridwar - Najibabad - Kashipur - Sitarganj	832	248	-	12,588	-	-	-	
221	OEC (NHO)	Pathankot - Kangra - Mandi	833	200	200	12,000	-	200	-	
222	OEC (NHO)	Muzzafarpur - Chhapra - Balia - Ghazipur (Varanasi)	834	221	148	7,000	-	-	148	
223	OEC (NHDP)	Bulandshahr - Meerut - Muzzafarnagar - Roorkee - Haridwar - Rishikesh	835	218	-	35,713	-	-	-	
224	OEC (NHDP)	Tumkur - Shimoga	836	259	101	13,207	101	-	-	Projects kept as high priority because it will lead to completion of corridor; Tumkur bypass also included in this corridor and kept as high priority
225	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	251	223	8,000	-	61	163	Shimla - Nauni Chowk section has an average traffic of 10,000 PCU and is assigned medium priority; Nauni Chowk - Kangra has an average traffic of 6,000 PCU and is assigned low priority
226	OEC (NHO)	Patna (Mokama) - Munger - Sahebganj (Jharkhand)	838	194	125	7,000	-	-	125	



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227	OEC (NHDP)	Ladnu (Nimbi Jodha) - Merta - Beawar (Bar)	839	205	77	6,000	-	-	77	
228	OEC (NHDP)	Gorakhpur - Varanasi	840	203	-	15,000	-	-	-	
229	OEC (NHO)	Raebareilly - Sultanpur - Kalwari - Basti	841	208	52	12,015	52	-	-	Ambedkar Nagar - Basti section has a traffic of 17,000 PCU and has been kept as high priority as it will also complete the corridor
230	OEC (NHDP)	Coimbatore - Madurai	842	187	150	26,936	150	-	-	
231	OEC (NHDP)	Mangalore - Shimoga	843	204	204	9,045	46	-	158	Mangalore - Karkala section has an average traffic of 15,000 PCU and is assigned high priority and Karkala - Shimoga section has an average traffic of less than 10,000 PCU and is assigned low priority
232	OEC (NHO)	Sitarganj - Tanakpur - Pithoragarh	844	191	147	9,156	-	147	-	2L PS road to be developed; hence, kept in medium priority
233	OEC (NHDP)	Thanjavur - Vikravandi	845	164	-	13,478	-	-	-	
234	OEC (NHDP)	Madurai - Dhanushkodi	846	200	135	14,167	-	135	-	
235	OEC (NHDP)	Trichy - Karaikudi - Ramanathapuram	847	187	-	8,933	-	-	-	
236	OEC (NHDP)	Krishnagiri - Tindivanam	848	182	-	10,000	-	-	-	

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237	OEC (NHDP)	Trichy - Chidambaram	849	130	-	13,217	-	-	-	
238	OEC (NHDP)	Kalwari - Tanda - Azamgarh - Varanasi	850	178	-	11,743	-	-	-	
239	OEC (NHO)	Radhanpur - Patan - Gozaria - Prantij	851	154	154	6,000	-	-	154	
240	OEC (NHDP)	Maheshkunt - Saharsa - Purnea	852	178	-	10,173	-	-	-	
241	OEC (NHO)	Jamshedpur - Dhenkikote (Paradeep)	853	175	175	3,500	-	175	-	Induced traffic shall be assessed based on the traffic and OD studies of DPR consultants; Induced traffic expected to be >7,000 PCU as it will be the shortest route from Jamshedpur to Paradeep
242	OEC (NHO)	Bhiwani - Jind - Karnal	854	147	-	11,011	-	-	-	
243	OEC (NHDP)	Gopalganj - Chhapra - Hajipur	855	161	-	8,928	-	-	-	
244	OEC (NHO)	Ambala (Saha) - Yamunanagar - Saharanpur - Haridwar (Roorkee)	856	163	14	18,000	14	-	-	
245	OEC (NHDP)	Jodhpur - Pachpedra - Barmer	857	184	-	8,977	-	-	-	
246	OEC (NHO)	Sonipat - Jhajjar - Loharu	858	173	40	15,000	40	-	-	Sonipat - Jhajjar has an average traffic of 22,000 PCU and is assigned high priority
247	OEC (NHO)	Amritsar - Tanda - Una	859	127	127	15,000	127	-	-	



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248	OEC (NHDP)	Aligarh - Moradabad	860	146	-	10,114	-	-	-	
249	OEC (NHO)	Jalandhar - Chandigarh	861	91	-	22,944	-	-	-	
250	OEC (NHDP)	Talcher - Duburi - Chandikhol	862	132	-	7,191	-	-	-	
251	OEC (NHDP)	Jetpur - Junagadh - Somnath	863	144	31	20,010	6	-	25	4 Laning of Sukhpur - Junagadh shall be taken up for corridor completion
252	OEC (NHDP)	Bokaro (Chas) - Purulia - Jamshedpur (Chandil)	864	73	-	8,104	-	-	-	
253	OEC (NHDP)	Rampur - Kathgodam - Haldwani - Nainital	865	127	34	11,500	-	-	34	Kathgodam - Nainital section has an average traffic of < 10,000 PCU; hence, assigned low priority
254	OEC (NHDP)	Birmitrapur - Rajamunda - Barkote	866	126	-	13,337	-	-	-	
255	OEC (NHDP)	Patna - Buxar	867	125	-	14,158	-	-	-	
256	OEC (NHDP)	Patna - Gaya - DKC	868	127	-	12,390	-	-	-	
257	OEC (NHO)	Kurnool - Atmakur - Dornala	869	126	126	12,000	-	126	-	Greenfield expressway between Anantpur - Amrawati is being developed; Hence, upgradation beyond 2L PS shall not be pursued
258	OEC (NHDP)	Chennai - Tiruthani - Tirupati	870	125	-	20,111	-	-	-	

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259	OEC (NHDP)	Chandigarh - Shimla	871	90	-	37,005	-	-	-	
260	OEC (NHDP)	Meerut - Bijnor - Najibabad	872	86	86	17,628	86	-	-	
261	OEC (NHO)	Amritsar - Pathankot	873	102	-	27,294	-	-	-	
262	OEC (NHO)	Dharuhera - Bhiwadi - Sohna - Palwal	874	65	65	23,506	65	-	-	
263	OEC (NHO)	Limbdi (Amedabad) - Dhasa (Amreli)	875	90	90	5,200	-	-	90	
264	OEC (NHO)	Muzzafarnagar - Bijnor - Nagina	876	80	80	18,000	80	-	-	Greenfield alignment preferred
265	OEC (NHO)	Paonta Saheb - Ballupur Chowk (Dehradun) - Raiwala (Rishikesh)	877	88	52	6,000	-	-	52	
266	OEC (NHDP)	Ludhiana - Chandigarh (Kharar)	878	76	-	21,297	-	-	-	
267	SP (NHDP)	Amritsar - Jalandhar	901	49	-	42,015	-	-	-	
268	SP (NHDP)	Amritsar - Wagah Border	902	36	-	12,954	-	-	-	
269	SP (NHO)	Ambala - Kalaamb (HR/HP Border)	903	46	46	14,099	-	46	-	
270	SP (NHO)	Yamuna Nagar -	904	46	46	24,856	46	-	-	

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		Paonta Sahib (HP border)								
271	SP (NHO)	Kaithal - Ramnagar	905	38	38	8,500	-	-	38	
272	SP (NHO)	Bilaspur - Jagadhri (Yamunanagar)	906	23	23	13,000	-	23	-	
273	SP (NHDP)	Gulabpura - Uniara	907	204	-	3,967	-	-	-	
274	SP (NHDP)	Udaipur - Ider	908	154	154	1,988	-	-	154	
275	SP (NHDP)	Manoharpur - Dausa - Lalsot - Kothun	909	146	-	8,872	-	-	-	
276	SP (NHO)	Sriganganagar - Pugal	910	114	114	11,171	114	-	-	Max. 2L PS lane configuration planned and has been assigned high priority
277	SP (NHDP)	Karauli - Dholpur	911	101	-	4,774	-	-	-	
278	SP (NHDP)	Padhi - Dahod	912	86	-	6,000	-	-	-	
279	SP (NHDP)	Uncha Nagla (Fatehpur) - Dholpur	913	75	-	6,318	-	-	-	
280	SP (NHO)	Bheem - Gulabpura	914	69	-	3,275	-	-	-	
281	SP (NHDP)	Tonk - Sawaimadhopur	915	67	-	6,143	-	-	-	
282	SP (NHDP)	Lambia - Jaitram - Raipur (2LPS)	916	55	-	5,384	-	-	-	

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283	SP (NHO)	Bodeli - Halol	917	52	52	8,342	-	-	52	
284	SP (NHO)	Talegaon - Boripardhi	918	106	106	20,000	106	-	-	
285	SP (NHO)	Katol - Nagpur - Umred	919	101	101	15,744	101	-	-	
286	SP (NHDP)	Kalyan - Malshej Ghat	920	91	91	10,971	-	91	-	
287	SP (NHO)	Kalaburgi - Ramasamudra	921	90	90	11,109	-	-	90	Solapur - Kurnool - Chennai EC being developed will diversify traffic from this route. Hence, this project is deprioritized
288	SP (NHO)	Phaltan - Baramati - Indapur	922	75	75	11,315	-	75	-	
289	SP (NHO)	Patas - Baramati - Phaltan	923	56	56	10,000	-	56	-	
290	SP (NHO)	Govindpur (MH/TG Border) - Rajura	924	56	56	8,813	-	-	56	
291	SP (NHO)	Indapur - Tondale	925	47	47	10,000	-	47	-	
292	SP (NHO)	Bhor - Lonand	926	46	46	34,987	46	-	-	
293	SP (NHO)	Karmala - Tembhurni	927	46	46	20,510	46	-	-	
294	SP (NHO)	Taloda - Dodwe	928	38	38	7,000	-	-	38	
295	SP (NHO)	Bamni - MH/TG Border	929	32	32	1,139	-	-	32	
296	SP (NHO)	Amgaon - Gondia	930	25	25	4,000	-	-	25	
297	SP (NHO)	Warora - Wani	931	18	18	10,000	-	18	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
298	SP (NHDP)	Bijapur - Gulbarga - Honnabad	932	220	-	13,429	-	-	-	
299	SP (NHO)	Tinthani bridge - Tungabhadra bridge	933	108	108	8,500	-	-	108	
300	SP (NHO)	Hospet - Sindhnur	934	95	95	11,653	-	95	-	
301	SP (NHDP)	Belgaum - Khanapur - KA/Goa Border	935	83	-	9,979	-	-	-	
302	SP (NHO)	Bellary - Dhadasagur	936	52	52	8,000	-	52	-	2L PS road to be developed; hence, kept in medium priority
303	SP (NHO)	Jevargi - Shahpur	937	50	50	9,291	-	-	50	
304	SP (NHO)	BC Road to Kateel - Mulky road	938	48	48	5,000	-	-	48	Traffic shall be validated based on traffic and OD studies of DPR consultants
305	SP (NHO)	Kenchargalli - Kadechur	939	47	47	10,000	-	-	47	Solapur - Kurnool - Chennai EC being developed will diversify traffic from this route. Hence, this project is deprioritized
306	SP (NHO)	Shiradi Ghat Tunnel	940	25	25	-	-	-	25	Alternate alignment through the mountain pass is being developed to cater to the traffic on this route and hence this project shall be deprioritized
307	SP (NHDP)	Salem - Ulundurpet	941	136	-	22,175	-	-	-	
308	SP (NHO)	Vaniyambadi - Harur	942	80	80	11,691	-	80	-	
309	SP (NHDP)	Nagapattinam - Thanjavur	943	79	-	9,678	-	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
310	SP (NHO)	Thirumayam - Manamadurai	944	78	-	5,549	-	-	-	
311	SP (NHO)	Salem - Thanjavur	945	65	65	4,723	-	-	65	
312	SP (NHO)	Palani - Kodaikanal - Kodaighat	946	102	102	4,000	-	-	102	
313	SP (NHDP)	Coimbatore - Mettupalayam	947	54	54	26,689	54	-	-	
314	SP (NHO)	Pondicherry - Tindivanam	948	39	-	18,918	-	-	-	
315	SP (NHO)	Dindigul - Karaikudi	949	33	33	6,024	-	-	33	
316	SP (NHO)	Chengalpattu - Mahabalipuram	950	28	28	16,500	28	-	-	
317	SP (NHO)	Markapuram - Vaggampalle - Dornala T-Junction	951	154	-	3,194	-	-	-	
318	SP (NHO)	Penchalkona - Yerpedu	952	83	-	4,010	-	-	-	
319	SP (NHDP)	Vijayawada - Machilipatnam	953	65	-	20,500	-	-	-	
320	SP (NHO)	Ibrahimpattanam - Tiruvuru (AP/TG Border)	954	37	-	6,000	-	-	-	
321	SP (NHO)	Hyderabad - Dindi	955	86	-	9,097	-	-	-	
322	SP (NHO)	Thanamcherla - Jamandlapally	956	48	-	4,821	-	-	-	
323	SP (NHO)	Hyderabad - Maneguda	957	46	46	136,083	46	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
324	SP (NHO)	Kodad - Khammam	958	33	33	8,000	-	-	33	Nagpur - Vijayawada OEC being developed will diversify traffic from this route. Hence, this project is deprioritized
325	SP (NHDP)	Rimuli - Koida - Rajamunda	959	96	-	11,214	-	-	-	
326	SP (NHDP)	Bhubneshwar - Puri	960	65	-	20,000	-	-	-	
327	SP (NHO)	Teesta bazar - Pedong - Tody - Chalsa	961	115	115	3,736	-	-	115	
328	SP (NHO)	Joka - Namkhana	962	90	90	5,345	-	90	-	2L PS road to be developed; hence, kept in medium priority
329	SP (NHO)	Siliguri - Sevoke	963	25	25	13,863	-	25	-	
330	SP (NHO)	Pirpainti (Maheshram) - Godda - Hansdiha - Deoghar	964	94	94	4,931	-	-	94	
331	SP (NHO)	Chatra - Hazaribagh	965	70	70	10,557	-	70	-	
332	SP (NHO)	Singhani (Hazaribagh) - DKC (Jarmune / Bagodar)	966	50	50	8,811	-	-	50	
333	SP (NHO)	Kolebira/ Jamtola - Gumla	967	48	48	4,878	-	-	48	
334	SP (NHO)	Mirzachowki - Farakka	968	93	93	5,000	-	-	93	
335	SP (NHDP)	Jarmundi - Deoghar	969	38	38	7,418	-	-	38	
336	SP (NHO)	Pola - Karma Kalan	970	34	34	3,000	-	-	34	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
337	SP (NHDP)	Sahibganj - Manihari	971	22	-	10,000	-	-	-	
338	SP (NHO)	Umagaon - Saharsa	972	105	105	5,000	-	-	105	
339	SP (NHDP)	Muzaffarpur - Sonbarsa	973	83	-	9,336	-	-	-	
340	SP (NHDP)	Majhauri - Charout	974	64	-	1,809	-	-	-	
341	SP (NHDP)	Biharsharif - Barbiga - Mokama	975	55	-	10,288	-	-	-	
342	SP (NHDP)	Sahibganj (Jharkhand) - Purnea	976	49	49	7,500	-	-	49	
343	SP (NHO)	Road to Railcum- Road Bridge across river Ganga at Munger Ghat	977	15	-	10,000	-	-	-	
344	SP (NHO)	Multai - Chhindwara - Seoni	978	137	-	7,000	-	-	-	
345	SP (NHO)	Rewa - Sidhi	979	73	-	7,739	-	-	-	
346	SP (NHO)	Badnawar - Amarholi	980	37	37	5,000	-	37	-	2L PS road to be developed; hence, kept in medium priority
347	SP (NHDP)	Bilaspur - Katghora	981	94	41	15,706	41	-	-	
348	SP (NHO)	Champa - Korba - Katghora	982	78	78	8,568	-	78	-	2L PS road to be developed; hence, kept in medium priority
349	SP (NHO)	Jorabat - Shillong (including Shillong bypass)	983	109	-	21,655	-	-	-	

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
350	SP (NHDP)	Jowai - Meghalaya Assam Border	984	102	-	8,000	-	-	-	
351	SP (NHO)	Myanmar (Yargi - Kalewa)	985	120	-	10,000	-	-	-	
352	BM2 EXP	Pune - Bengaluru EXP	1001	745	745	31,998	745	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
353	BM2 EXP	Hyderabad - Bengaluru EXP	1002	510	510	31,998	510	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
354	BM2 EXP	Hyderabad - Nagpur EXP	1003	430	430	31,998	430	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
355	BM2 EXP	Vijayawada - Bengaluru EXP	1004	400	400	31,998	400	-	-	
356	BM2 EXP	Varanasi - Ranchi - Kolkata EXP	1005	370	370	31,998	370	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
357	BM2 EXP	Chennai - Trichy EXP	1006	310	310	40,147	310	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
358	BM2 EXP	Indore - Mumbai EXP	1007	235	235	31,998	235	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
359	BM2 EXP	Pune - Ahmednagar - Aurangabad EXP	1008	220	220	31,998	220	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment

Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
360	BM2 EXP	Sanchoe (Mehsana) - Ahmedabad EXP	1009	55	55	31,998	55	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
361	BM2 EXP	Bengaluru - Mysore EXP	1010	130	130	31,998	130	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
362	BM2 EXP	Kharagpur - Kolkata EXP	1011	120	120	35,342	120	-	-	Induced traffic of ~ 70% of traffic on existing alignment is expected on the greenfield alignment
363	BM2 EC	Jhansi - Raipur	1101	693	693	12,000	-	693	-	Greenfield alignment shall be preferred
364	BM2 EC	Bengaluru - Kadappa - Vijayawada	1102	224	224	21,350	224	-	-	
365	BM2 EC	Bareilly - Ludhiana (Saharanpur)	1103	270	270	18,000	270	-	-	Greenfield alignment shall be preferred
366	BM2 EC	Gorakhpur - Bareilly	1104	450	450	18,000	450	-	-	Greenfield alignment shall be preferred
367	BM2 EC	Nellore - Warangal	1105	426	426	18,000	426	-	-	Greenfield alignment shall be preferred
368	BM2 EC	Patna - Rourkela	1106	413	413	14,000	-	413	-	Greenfield alignment shall be preferred
369	BM2 EC	Kolhapur - Ahmednagar	1107	300	300	19,000	300	-	-	Greenfield alignment shall be preferred
370	BM2 EC	Thajavur (Pilaiyarpatti) - Tuticorin	1108	160	160	16,000	160	-	-	Greenfield alignment shall be preferred
371	BM2 EC	Delhi - Saharanpur (Greenfield)	1109	158	158	10,980	-	158	-	
372	BM2 ICR	Solapur - Belgaum	1201	260	260	11,000	-	260	-	
373	BM2 ICR	Muzzafarnagar - Hisar	1202	200	200	18,000	200	-	-	



Sr. No.	Classification	Corridor Name	Corridor Code	Corridor Length (km)	Balance for Award (km)	Average Expected Traffic (PCU)	High Priority (km)	Medium Priority (km)	Low Priority (km)	Remarks
374	BM2 ICR	Narnaul - Hisar	1203	200	200	17,000	200	-	-	
375	BM2 ICR	Asansol - Bhagalpur	1204	180	180	10,000	-	180	-	
376	BM2 ICR	Varanasi - Gorakhpur (Greenfield)	1205	170	170	11,000	-	170	-	Greenfield alignment shall be preferred
377	BM2 ICR	Hyderabad (Huliyar) - Mysore	1206	160	160	15,000	160	-	-	
378	BM2 ICR	Sangrur - Hansi	1207	155	155	10,000	-	155	-	
379	BM2 ICR	Mydukur (Kadapa) - Anantapur	1208	120	120	15,000	120	-	-	
380	BM2 ICR	Madanapalle - Tirupati	1209	107	107	12,611	-	107	-	

Annexure - 6

List of projects to be awarded by NHAI along with priority classification³

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
1	EXP	Delhi - Mumbai EXP	101	Sohna - KMP Expressway	19	Haryana	High	8L	BM	EXP
2	EXP	Delhi - Mumbai EXP	101	KMP Expressway - Firozpur Jhirka (HR/RJ Border)	60	Haryana	High	8L	BM	EXP
3	EXP	Delhi - Mumbai EXP	101	Firozpur Jhirka - Ramganj Mandi	373	Rajasthan	High	8L	BM	EXP
4	EXP	Delhi - Mumbai EXP	101	Ramganj Mandi - Dahod	245	Madhya Pradesh	High	8L	BM	EXP
5	EXP	Delhi - Mumbai EXP	101	Dahod - Vadodara	131	Gujarat	High	8L	BM	EXP
6	EXP	Delhi - Mumbai EXP	101	Kim - Achad	135	Gujarat	High	8L	BM	EXP
7	EXP	Delhi - Mumbai EXP	101	GJ/MH Border (near Talasari)-Badlapur (near Mumbai)	160	Maharashtra	High	8L	BM	EXP
8	EXP	Bengaluru - Chennai EXP	103	Bangalore - Malur	26	Karnataka	High	6L / 8L	BM	EXP
9	EXP	Bengaluru - Chennai EXP	103	Malur - KT/AP Border	51	Karnataka	High	6L / 8L	BM	EXP
10	EXP	Bengaluru - Chennai EXP	103	KT/AP Border - End point of BCE Pkg-I	20	Andhra Pradesh	High	6L / 8L	BM	EXP
11	EXP	Bengaluru - Chennai EXP	103	End point of of BCE Pkg-I - AP/TN Border	50	Andhra Pradesh	High	6L / 8L	BM	EXP
12	EXP	Bengaluru - Chennai EXP	103	AP/TN Border - End point of BCE Pkg-II	15	Tamil Nadu	High	6L / 8L	BM	EXP
13	EXP	Bengaluru - Chennai EXP	103	End point of BCE Pkg-II - End point of BCE Pkg-III	86	Tamil Nadu	High	6L / 8L	BM	EXP
14	EXP	Bengaluru - Chennai EXP	103	End point of BCE Pkg-III - End point of BCE Pkg-IV	14	Tamil Nadu	High	6L / 8L	BM	EXP
15	EXP	Delhi - Amritsar - Katra EXP	104	Delhi-Amritsar-Katra	500	Delhi / HR / PB / J&K	High		BM	EXP
16	EXP	Kanpur - Lucknow EXP	106	Kanpur - Lucknow	75	Uttar Pradesh	High		BM	EXP

³ Excluding Peripheral Connectivity Projects (BR, INTC, CR, PC)

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
17	EXP	Ahmedabad - Dholera EXP	108	Ahmedabad - Dholera	110	Gujarat	High	6L	BM	EXP
18	NC	Delhi - Mumbai	201	Jaipur - Kishangarh	90	Rajasthan	Low	6L	BM	NC
19	NC	Delhi - Mumbai	201	Development of UER II	40	Delhi	High		BM	NC
20	NC	Delhi - Mumbai	201	Jaipur Ring Road (North) Pkg-I	46	Rajasthan	High	6L	BM	NC
21	NC	Pune - Bengaluru	202	Integrated structure at Chandni chowk Flyover -Integrated structure at Chandni chowk Flyover	2	Maharashtra	High		BM	NC
22	NC	Pune - Bengaluru	202	Chandani Chowk at Pune(6L,Others,3 km ,EPC)	2	Maharashtra	High	6L	BM	NC
23	NC	Pune - Bengaluru	202	Tunnel at Khambataki Ghat Section of NH-4 and its approaches from existing Km. 771.730 to existing Km. 782.000	6	Maharashtra	High		BM	NC
24	NC	Pune - Bengaluru	202	Satara-End point of Satara-Kagal Pkg-I	43	Maharashtra	High	6L	BM	NC
25	NC	Pune - Bengaluru	202	End point of Satara-Kagal Pkg-I-End point of Satara-Kagal Pkg-II	39	Maharashtra	High	6L	BM	NC
26	NC	Pune - Bengaluru	202	End point of Satara-Kagal Pkg-II-Kagal (MH/KT Border)	47	Maharashtra	High	6L	BM	NC
27	NC	Pune - Bengaluru	202	MH/KT Border - Belgaum	78	Karnataka	High	6L	BM	NC
28	NC	Pune - Bengaluru	202	Dharwad - Hubli	30	Karnataka	High	6L	BM	NC
29	NC	Pune - Bengaluru	202	Tumkur - Nelamangala	46	Karnataka	High	6L	BM	NC
30	NC	Pune - Bengaluru	202	Beglavi Bypass	50	Karnataka	High		BM	NC
31	NC	Bengaluru - Chennai	203	Bangalore Ring Road	162	Karnataka	High	6L	BM	NC
32	NC	Bengaluru - Chennai	203	Bangalore Ring Road (Dobbaspete - Hoskote)	80	Karnataka	High	6L	BM	NC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
33	NC	Bengaluru - Chennai	203	Bangalore Ring Road (Tamil Nadu Portion - Hosur - Sarjapura)	50	Tamil Nadu	High	4L	BM	NC
34	NC	Bengaluru - Chennai	203	Sriperumbatur - Walajahpet	72	Tamil Nadu	High	6L	BM	NC
35	NC	Bengaluru - Chennai	203	Sriperumbatur - Madhuravoyal	22	Tamil Nadu	High	6L / 8L	BM	EXP
36	NC	Kolkata - Chennai	204	Bhubaneswar Ring Road (Khurda-Baula)	69	Odisha	High	4L	BM	NC
37	NC	Kolkata - Chennai	204	Bhubaneswar Ring Road (12.9 Km on NH-42 (near Cuttack)-Point between Manguli & Tangi)	25	Odisha	High	4L	BM	NC
38	NC	Kolkata - Chennai	204	Chinna Avutapalli (Gannavaram)- Gundugolanu	55	Andhra Pradesh	High	6L	BM	NC
39	NC	Kolkata - Chennai	204	Mangalgiri-Chinna Avutapalli (Gannavaram)	48	Andhra Pradesh	High	6L	BM	NC
40	NC	Kolkata - Chennai	204	Jyothi Mahal Junction (16.493982, 80.648718)-Ramesh Hospital Junction (16.512375, 80.667633)	1	Andhra Pradesh	High	4L	NH (O)	
41	NC	Kolkata - Chennai	204	Chilkararupet bypass	17	Andhra Pradesh	High	6L	BM	NC
42	NC	Kolkata - Chennai	204	Madavaram - Cholavaram	11	Tamil Nadu	High	6L	BM	NC
43	NC	Delhi - Kolkata	205	Palsit-Panagarh	65	West Bengal	High	6L	BM	NC
44	NC	Delhi - Kolkata	205	Dankuni-Palsit	64	West Bengal	High	6L	BM	NC
45	NC	Srinagar - Jammu (NS)	206	Balance of Ring Road Srinagar	20	Jammu & Kashmir	High		BM	NC
46	NC	Jammu - Delhi (NS)	207	Kunjwani - Vijaypur (spur to Jammu airport)	23	Jammu & Kashmir	High		BM	NC
47	NC	Jammu - Delhi (NS)	207	Jalandhar Bypass	29	Punjab	High	4L	BM	NC
48	NC	Jammu - Delhi (NS)	207	Karnal ring road (Lot-4/Pkg-1)	25	Haryana	High		BM	NC
49	NC	Delhi - Nagpur (NS)	208	Agra bypass/ring road	10	Uttar Pradesh	High	4L	BM	NC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
50	NC	Delhi - Nagpur (NS)	208	Piprai (RJ/MP Border) - Nirawali (Gwalior)	44	Madhya Pradesh	Low	6L	BM	NC
51	NC	Delhi - Nagpur (NS)	208	Construction of Metro viaduct NHAI flyover – Kamptee Road Section of NH – 7, Automotive Square to Gaddigodam	5	Maharashtra	High		BM	NC
52	NC	Nagpur - Hyderabad (NS)	209	Nagpur city-Nagpur city	7	Maharashtra	High	4L	NH (O)	
53	NC	Nagpur - Hyderabad (NS)	209	Zero Mile (Nagpur)-km. 8.200 (Nagpur)	9	Maharashtra	High	4L	BM	NC
54	NC	Nagpur - Hyderabad (NS)	209	Flyover at Butibori-MIDC-T Junction(4L,NH(O),1 km ,EPC)	1	Maharashtra	High	4L	NH (O)	
55	NC	Nagpur - Hyderabad (NS)	209	Flyover of Hinganghat-Nandgaon Junction(4L,NH(O),1 km ,EPC)	1	Maharashtra	High	4L	NH (O)	
56	NC	Bengaluru - Madurai (NS)	211	Dharmapuri - Salem	67	Tamil Nadu	Low	8L	BM	NC
57	NC	Bengaluru - Madurai (NS)	211	Salem - Namakkal	46	Tamil Nadu	Low	8L	BM	NC
58	NC	Madurai - Kkumari (NS)	212	Madurai Ring Road (Phase 1)	31	Tamil Nadu	High	4L	BM	NC
59	NC	Madurai - Kkumari (NS)	212	Thamaraipatti (on NH 38) - Vadipatti (on NH44)	70	Tamil Nadu	Low	4L	BM	NC
60	NC	Salem - Cochin (NS)	213	Salem - Chengapalli	102	Tamil Nadu	High	8L	BM	NC
61	NC	Salem - Cochin (NS)	213	Coimbatore Ring Road	80	Tamil Nadu	High	4L	BM	NC
62	NC	Salem - Cochin (NS)	213	TN/KL Border - Vadakkanchery	53	Kerala	High	6L	BM	NC
63	NC	Salem - Cochin (NS)	213	Thrissur-Edapally	65	Kerala	High	6L	BM	NC
64	NC	Rajkot - Samkhiyali (EW)	215	Khirai - Samkhiyali	41	Gujarat	High	8L	BM	NC
65	NC	Samkhiyali - Palanpur (EW)	216	Samkhiyali - Santalpur	96	Gujarat	High	8L	BM	NC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
66	NC	Samkhiyali - Palanpur (EW)	216	Santalpur - Radhanpur	48	Gujarat	Medium	8L	BM	NC
67	NC	Kanpur - Lucknow - Faizabad - Gorakhpur (EW)	221	Balance work WB-10 pkg on NH-28	1	Bihar	High	4L	BM	NC
68	NC	Motihari - Muzzafarpur - Darbhanga - Purnea (EW)	223	km 472.300 to km 475.480 (Kishanganj Town)-km 472.300 to km 475.480 (Kishanganj Town)	3	Bihar	High	4L	BM	NC
69	NC	Dalkhola - Islampur - Shiliguri - Salsalabari (EW)	225	Dhupguri-End of Falakata Bypass	29	West Bengal	High		BM	NC
70	NC	Guwahati - Nagaon - Daboka - Silchar (EW)	227	Jatinga-Harangajao	25	Assam	High	4L	BM	NC
71	NEIP	Dwarka Expressway	301	Shivmurti Chowk-RoB near Dwarka Sector 21	5	Delhi	High	8L	BM	NEIP
72	NEIP	Dwarka Expressway	301	RoB near Dwarka Sector 21-DL/HR Border	4	Delhi	High	8L	BM	NEIP
73	NEIP	Dwarka Expressway	301	DL/HR Border-Start of ROB Gurugram	10	Haryana	High	8L	BM	NEIP
74	NEIP	Delhi - Faridabad - Sohna	302	Delhi - Faridabad - Sohna	60	Haryana	High	8L	BM	EXP
75	NEIP	Kishanganj - Ajmer - Udaipur	304	Beawer - Gomti Chauraha	110	Rajasthan	Medium	6L	BM	NEIP
76	NEIP	Chennai - Salem	305	Chennai - Salem	277	Tamil Nadu	High	8L	BM	NEIP
77	NEIP	Sikandra - Kanpur - Fatehpur	307	Sikandra - Kanpur - Fatehpur	160	Uttar Pradesh	High	6L	BM	NEIP
78	NEIP	Amritsar - Delhi	308	Harikela - Moga	34	Punjab	High	4L	BM	NEIP
79	NEIP	Amritsar - Delhi	308	Jind - Gohana - Sonapat	80	Haryana	High	2L PS	BM	NEIP



Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
80	NEIP	Ambala - Kotputli	309	Ismailabad - Narnaul	230	Haryana	High	4L	BM	NEIP
81	NEIP	Ambala - Kotputli	309	Narnaul bypass	24	Haryana	High	4L	BM	NEIP
82	NEIP	Ambala - Kotputli	309	Narnaul - Kherki Mukkar	28	Haryana	High	4L	BM	NC
83	NEIP	Narsinghpur - Chhindwara - Nagpur	310	Narsinghpur - Nagpur	222	Madhya Pradesh	Medium	4L	BM	NEIP
84	NEIP	Narsinghpur - Chhindwara - Nagpur	310	Gondkhari-Saoner(4L,NH(O),29 km ,EPC)	29	Maharashtra	High	4L	NH (O)	
85	NEIP	Bengaluru - Coimbatore	311	Hosur - Dharmapuri	95	Tamil Nadu	High	4L	BM	NEIP
86	NEIP	Bengaluru - Coimbatore	311	Thoppur - Mettur - Bhawani	85	Tamil Nadu	High	4L	NH (O)	
87	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Ghospukur-Panitanki	24	West Bengal	High	4L	BM	ICR
88	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Debiganja-Tarabari	39	Bihar	High	4L	BM	ICR
89	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Tarabari-Jhiljili	17	Bihar	High	4L	BM	ICR

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
90	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Jhiljili-Kesarra	12	Bihar	High	4L	BM	ICR
91	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Kesarra-Rani	7	Bihar	High	4L	BM	ICR
92	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Rani-Araria	19	Bihar	High	4L	BM	ICR
93	NEIP	Ghospukur - Khoribari - Bhajanpur - Araria (with spur to Panitanki & Kishangarh)	312	Kishanganj-Bahadurganj	24	Bihar	High	4L	BM	ICR
94	EC	Mumbai - Kolkata	401	Vadape - Gonde	97	Maharashtra	Low	6L	BM	EC
95	EC	Mumbai - Kolkata	401	Ghoti-Sinnar	54	Maharashtra	Low	2L	BM	EC
97	EC	Mumbai - Kolkata	401	Zagde Phata-Aurangabad	102	Maharashtra	Low	4L	BM	EC
98	EC	Mumbai - Kolkata	401	Jalna-Hiwra Budruk	241	Maharashtra	Low	4L	BM	EC
99	EC	Mumbai - Kolkata	401	Wadi-Wadi	1	Maharashtra	High	4L	NH (O)	



Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
100	EC	Mumbai - Kolkata	401	Nagpur outer-Wainganga Bridge	45	Maharashtra	Low	6L	BM	EC
101	EC	Mumbai - Kolkata	401	Wainganga Bridge-Bhandara	6	Maharashtra	Low	6L	BM	EC
102	EC	Mumbai - Kolkata	401	Standard ROB on Raipur Nagpur(4L, Others, 1 km, EPC)	1	Maharashtra	High	4L/MIP	BM	EC
103	EC	Mumbai - Kolkata	401	Durg-Raipur-Arang	92	Chhattisgarh	High	4L	BM	EC
104	EC	Mumbai - Kolkata	401	Badrama-Wildlife Sanctuary	25	Odisha	High	4L	BM	EC
105	EC	Mumbai - Kkumari	402	KT/KL Border-Chengala	39	Kerala	High	4L	BM	EC
106	EC	Mumbai - Kkumari	402	Chengala-Neleshwaram	37	Kerala	High	4L	BM	EC
107	EC	Mumbai - Kkumari	402	Perole-Thaliparamba	41	Kerala	High	4L	BM	EC
108	EC	Mumbai - Kkumari	402	Thaliparamba-Muzhapilangad	36	Kerala	High	4L	BM	EC
109	EC	Mumbai - Kkumari	402	Azhiyur-Vengalam	42	Kerala	High	4L	BM	EC
110	EC	Mumbai - Kkumari	402	Ramanattukura-Kuttiapuram	59	Kerala	High	4L	BM	EC
111	EC	Mumbai - Kkumari	402	Kuttiapuram-Kappirikkad	24	Kerala	High	4L	BM	EC
112	EC	Mumbai - Kkumari	402	Kappirikkad-Edapally	95	Kerala	High	4L	BM	EC
113	EC	Mumbai - Kkumari	402	Aroor-Thuravoor Thekku	13	Kerala	High	4L	BM	EC
114	EC	Mumbai - Kkumari	402	Thuravoor Thekku-Paravoor	38	Kerala	High	4L	BM	EC
115	EC	Mumbai - Kkumari	402	Paravoor-Kottankulangara	38	Kerala	High	4L	BM	EC
116	EC	Mumbai - Kkumari	402	Kottankulangara-Kazhakuttom	93	Kerala	High	4L	BM	EC
117	EC	Mumbai - Kkumari	402	Kumta Bypass	8	Karnataka	High		BM	EC
118	EC	Mumbai - Kkumari	402	Mangalore Ring Road	100	Karnataka	High		BM	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
119	EC	Mumbai - Kkumari	402	Remaining works of KL/TN Border - Kanyakumari		Kerala	High		BM	EC
120	EC	Amritsar - Bhatinda - Jamnagar	403	Bhatinda Bypass	20	Punjab	High	4L	BM	EC
121	EC	Amritsar - Bhatinda - Jamnagar	403	Harbasnagar - Bhatinda	5	Punjab	High	4L	BM	EC
122	EC	Amritsar - Bhatinda - Jamnagar	403	Sangatkalan - Harbasnagar	15	Punjab	High	4L	BM	EC
123	EC	Amritsar - Bhatinda - Jamnagar	403	Doomwali (PB/HR Border) - Sangatkalan	11	Punjab	High	4L	BM	EC
124	EC	Amritsar - Bhatinda - Jamnagar	403	Doomwali - Sangariya	34	Haryana	High	4L	BM	EC
125	EC	Amritsar - Bhatinda - Jamnagar	403	Sangariya - Bikaner	253	Rajasthan	High	4L	BM	EC
126	EC	Amritsar - Bhatinda - Jamnagar	403	Bikaner - Bhikamkor	178	Rajasthan	High	4L	BM	EC
127	EC	Amritsar - Bhatinda - Jamnagar	403	Bhikamkor - Sanchoe	206	Rajasthan	High	4L	BM	EC
128	EC	Amritsar - Bhatinda - Jamnagar	403	Sanchoe - Santalpur	125	Gujarat	High	4L	BM	EC
129	EC	Amritsar - Bhatinda - Jamnagar	403	Pipaliya - Dhrol	63	Gujarat	High	4L	BM	EC
130	EC	Agra - Mumbai	404	Indore - Khalghat	77	Madhya Pradesh	Low	6L	BM	EC
131	EC	Agra - Mumbai	404	Palesnar (MP/ MH Border)-Dhule	89	Maharashtra	Low	6L	BM	EC
132	EC	Agra - Mumbai	404	Dhule outer-Dhule	1	Maharashtra	High	4L	BM	EC



Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
133	EC	Agra - Mumbai	404	Dhule-Pimpalgaon	118	Maharashtra	Low	6L	BM	EC
134	EC	Agra - Mumbai	404	Gonde-Khambale (Nashik)	14	Maharashtra	Low	6L	BM	EC
135	EC	Indore - Hyderabad	405	Indore - Edlabad Package 1 & 2	98	Madhya Pradesh	High	4L	BM	EC
136	EC	Indore - Hyderabad	405	Indore - Edlabad Package 3	40	Madhya Pradesh	High	4L	BM	EC
137	EC	Indore - Hyderabad	405	Borgaon-MP/MH Border	60	Madhya Pradesh	High	4L	BM	EC
138	EC	Indore - Hyderabad	405	MP/MH Border-Akola	80	Maharashtra	High	4L	BM	EC
139	EC	Indore - Hyderabad	405	Akola - Medshi	47	Maharashtra	High	4L	BM	EC
140	EC	Indore - Hyderabad	405	Pangare-Waranga Phata	42	Maharashtra	High	4L	BM	EC
141	EC	Indore - Hyderabad	405	Nanded bypass	8	Maharashtra	High	4L	BM	EC
142	EC	Indore - Hyderabad	405	TS / MH border-Nanded	79	Maharashtra	High	4L	BM	EC
143	EC	Kandla - Amd - Ind - Bhopal	406	Indore - Bhopal	175	Madhya Pradesh	High	4L	BM	EC
144	EC	Pune - Hyd - Vijayawada	407	Alandi-Hadaspar	25	Maharashtra	High	4L	BM	EC
145	EC	Pune - Hyd - Vijayawada	407	Jejuri-Hadapsar	36	Maharashtra	High	4L	BM	EC
146	EC	Pune - Hyd - Vijayawada	407	Lonand-Jejuri	32	Maharashtra	High	4L	BM	EC
147	EC	Pune - Hyd - Vijayawada	407	Dharampuri-Lonand	50	Maharashtra	High	4L	BM	EC

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Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
148	EC	Pune - Hyd - Vijayawada	407	Khudus-Dharampuri	38	Maharashtra	High	4L	BM	EC
149	EC	Pune - Hyd - Vijayawada	407	Wakhari-Khudus	33	Maharashtra	High	4L	BM	EC
150	EC	Pune - Hyd - Vijayawada	407	Mohol-Wakhari	45	Maharashtra	High	4L	BM	EC
151	EC	Pune - Hyd - Vijayawada	407	Solapur town-Solapur town	10	Maharashtra	High	4L	BM	EC
152	EC	Pune - Hyd - Vijayawada	407	Flyovers from Old Pune Naka to Satrasta chowk till ROB at Vijayapura Road, -Flyovers from Old Pune Naka to Satrasta chowk till ROB at Vijayapura Road,	12	Maharashtra	High	6L	BM	NC
153	EC	Solapur - Kurnool - Chennai	408	Akkalkot-Belurgi (MH/KT Border)	34	Maharashtra	High	4L	BM	EC
154	EC	Solapur - Kurnool - Chennai	408	MH/KT Border - KT/TL Border	170	Karnataka	High	4L	BM	EC
155	EC	Solapur - Kurnool - Chennai	408	KT/TL Border - Kurnool	70	Telangana	High	4L	BM	EC
156	EC	Solapur - Kurnool - Chennai	408	Kadapa - Renigunta	133	Andhra Pradesh	High	4L	BM	EC
157	EC	Solapur - Kurnool - Chennai	408	TN/AP border (Near Pulikundram RF)-AP/TN border (Near Nagari)	45	Andhra Pradesh	High	4L	BM	EC
158	EC	Solapur - Kurnool - Chennai	408	Thachur-TN/AP border (Near Pulikundram RF)	27	Tamil Nadu	High	4L	BM	EC
159	EC	Surat - Nagpur	409	City Road Development - Jalgaon	8	Maharashtra	High		BM	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
160	EC	Surat - Nagpur	409	Akola City -Shivar-PKV Square-Nehru Park Square - Dakshata Nagar Square-Nimwadi Chowk -Washim Bypass -Ridhora Bypass road -Akola City -Shivar-PKV Square-Nehru Park Square - Dakshata Nagar Square-Nimwadi Chowk -Washim Bypass - Ridhora Bypass road	13	Maharashtra	High	4L	BM	EC
161	EC	Surat - Nagpur	409	Flyovers in Akola City - Flyovers in Akola City	3	Maharashtra	High	4L	BM	EC
162	EC	Surat - Nagpur	409	Railway Station-Jail Square Akola(4L,Others,4 km ,Other)	3	Maharashtra	High	4L	BM	EC
163	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Bilaspur-End point of Bilaspur - Urga Pkg A	37	Chattisgarh	Medium	4L	BM	EC
164	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	End point of Bilaspur - Urga Pkg A-Urga	33	Chattisgarh	Medium	4L	BM	EC
165	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Urga-Pathalgaon	97	Chattisgarh	Medium	4L	BM	EC
166	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Pathalgaon-Kunkuri	62	Chattisgarh	Medium	4L	BM	EC
167	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Kunkuri-CG/ JH Border	68	Chattisgarh	Medium	4L	BM	EC
168	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	CG/ JH Border-Gumla	24	Jharkhand	Medium	4L	BM	EC

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Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
169	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Gumla-Palma	63	Jharkhand	Medium	4L	BM	EC
170	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Ranchi (Piska Mode)- Ranchi outer	3	Jharkhand	Medium	4L	BM	EC
171	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Elevated Corridor on NH-75 in Ranchi under NHDP - IV (3 km.)	3	Jharkhand	Medium	4L/MIP	NHDP	IV
172	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Dardag (near Ormanjhi)-Gola	30	Jharkhand	Medium	4L	BM	EC
173	EC	Raipur - Bilaspur - Ranchi - Dhanbad	410	Gola-Bokaro	57	Jharkhand	Medium	4L	BM	EC
174	EC	Ludhiana - Ajmer	411	Bhatinda/Sangrur - Ajmer (Punjab Portion)	53	Punjab	Low	4L	BM	EC
175	EC	Ludhiana - Ajmer	411	Bhatinda/Sangrur - Ajmer (Haryana Portion)	66	Haryana	Low	4L	BM	EC
176	EC	Ludhiana - Ajmer	411	Bhatinda/Sangrur - Ajmer (Rajasthan Portion)	359	Rajasthan	Low	4L	BM	EC
177	EC	Hyderabad - Panaji	412	Jadcherla - Marikal	59	Telangana	Low	4L	BM	EC
178	EC	Hyderabad - Panaji	412	Marikal - Deosugur	48	Telangana	Low	4L	BM	EC
179	EC	Hyderabad - Panaji	412	Deosugur - Raichur	25	Karnataka	Low	4L	BM	EC
180	EC	Hyderabad - Panaji	412	Raichur - Hungund	155	Karnataka	Low	4L	BM	EC
181	EC	Hyderabad - Panaji	412	Hungund - Belgaum	189	Karnataka	Low	4L	BM	EC
182	EC	Hyderabad - Panaji	412	Belgaum - Choraundem (KT/Goa Border)	61	Karnataka	Low	4L	BM	EC
183	EC	Hyderabad - Panaji	412	CHORAUNDEM-SANQUELIM	22	Goa	Low	4L	BM	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
184	EC	Hyderabad - Panaji	412	SANQUELIM-Navelim	4	Goa	Low	4L	BM	EC
185	EC	Hyderabad - Panaji	412	Navelim-CANDOLA	6	Goa	Low	4L	BM	EC
186	EC	Hyderabad - Panaji	412	Candola-Panaji	22	Goa	Low	4L	BM	EC
187	EC	Surat - Nashik - Ahmednagar - Solapur	413	MH/GJ Border-Surat	60	Gujarat	High	4L	BM	EC
188	EC	Surat - Nashik - Ahmednagar - Solapur	413	Nashik-MH/GJ Border	100	Maharashtra	High	4L	BM	EC
189	EC	Surat - Nashik - Ahmednagar - Solapur	413	Nashik-Ahmednagar	140	Maharashtra	High	4L	BM	EC
190	EC	Surat - Nashik - Ahmednagar - Solapur	413	Ahmednagar Bypass	44	Maharashtra	High	4L	BM	EC
191	EC	Surat - Nashik - Ahmednagar - Solapur	413	Ahmednagar-Solapur	220	Maharashtra	High	4L	BM	EC
192	EC	Vadodara - Kandwa - Betul	415	Vadodara - Bodeli	62	Gujarat	Low	4L	BM	EC
193	EC	Vadodara - Kandwa - Betul	415	Bodeli - Chota Udaipur	65	Gujarat	Low	4L	BM	EC
194	EC	Vadodara - Kandwa - Betul	415	Chota Udaipur - Barwani	105	Madhya Pradesh	Low	4L	BM	EC
195	EC	Vadodara - Kandwa - Betul	415	Barwani - Khargone	87	Madhya Pradesh	Low	4L	BM	EC
196	EC	Vadodara - Kandwa - Betul	415	Khargone - Deshgaon	55	Madhya Pradesh	Low	4L	BM	EC
197	EC	Vadodara - Kandwa - Betul	415	Betul - Deshgaon	207	Madhya Pradesh	Low	4L	BM	EC
198	EC	Kharagpur - Siliguri (Till Morgam)	416	Dakshin Mechgram-Ranirbazar	35	West Bengal	High	4L	BM	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
199	EC	Kharagpur - Siliguri (Till Morgam)	416	Ranirbazar-Arambagh	30	West Bengal	High	4L	BM	EC
200	EC	Kharagpur - Siliguri (Till Morgam)	416	Arambagh-Bardhaman	43	West Bengal	High	4L	BM	EC
201	EC	Kharagpur - Siliguri (Till Morgam)	416	Bardhaman-Morgam	127	West Bengal	High	4L	BM	EC
202	EC	Bhopal - Kanpur	417	Bhopal-Start of Salmatpur-Sanchi-Vidisha bypass	35	Madhya Pradesh	Medium	4L	BM	EC
203	EC	Bhopal - Kanpur	417	Sanchi Spur	10	Madhya Pradesh	Medium	4L	BM	FR
204	EC	Bhopal - Kanpur	417	Start of Salmatpur-Sanchi-Vidisha bypass - Bhapel	119	Madhya Pradesh	Medium	4L	BM	EC
205	EC	Bhopal - Kanpur	417	Bhapel - Sagar	14	Madhya Pradesh	Medium	4L	BM	EC
206	EC	Bhopal - Kanpur	417	Sagar - Mohari	42	Madhya Pradesh	Medium	4L	BM	EC
207	EC	Bhopal - Kanpur	417	Mohari - Para/Satai River	45	Madhya Pradesh	Medium	4L	BM	EC
208	EC	Bhopal - Kanpur	417	Para/Satai River - Chattarpur	63	Madhya Pradesh	Medium	4L	BM	EC
209	EC	Bhopal - Kanpur	417	Chattarpur - MP/UP Border	30	Madhya Pradesh	Medium	4L	BM	EC
210	EC	Bhopal - Kanpur	417	MP/UP Border - Kabrai	31	Uttar Pradesh	Medium	4L	BM	EC
211	EC	Bhopal - Kanpur	417	Kabrai - Kanpur	122	Uttar Pradesh	High	4L	BM	EC
212	EC	Raipur - Vishakhapatnam	418	Kurud/Dhamtari - CG/OD Border	115	Chhattisgarh	High	4L	BM	EC
213	EC	Raipur - Vishakhapatnam	418	CG/OD Border - OD/AP Border	235	Odisha	High	4L	BM	EC
214	EC	Raipur - Vishakhapatnam	418	OD/AP Border - Sabbavaram	114	Andhra Pradesh	High	4L	BM	EC
215	EC	Lakhnadon - Jabalpur - Varanasi	419	Katni bypass	20	Madhya Pradesh	High	4L	BM	EC



Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
216	EC	Delhi - Aligarh - Kanpur	421	Naviganj - Kanpur	128	Uttar Pradesh	High	4L	BM	EC
217	EC	Chennai - Madurai	422	Tambaram - Chengalpattu - Tindivanam	93	Tamil Nadu	High	8L	BM	EC
218	EC	Solapur - Aurangabad - Dhule	423	Shendra-Verul	75	Maharashtra	High	4L	BM	EC
219	EC	Solapur - Aurangabad - Dhule	423	Otram Ghat (tunnel)	14	Maharashtra	High	4L	BM	ICR
220	EC	Indore - Nagpur	424	Indore - Harda	140	Madhya Pradesh	High	4L	BM	EC
221	EC	Indore - Nagpur	424	Harda - Betul (Package 1 & 2)	81	Madhya Pradesh	High	4L	BM	EC
222	EC	Indore - Nagpur	424	Harda - Betul (Package 3)	40	Madhya Pradesh	High	4L	BM	EC
223	EC	Raichur - Hassan	425	KT/AP Border - Raichur	30	Karnataka	Medium	4L	BM	EC
224	EC	Raichur - Hassan	425	Adoni - AP/KT Border	45	Andhra Pradesh	Medium	4L	BM	EC
225	EC	Raichur - Hassan	425	Chintakunta - Adoni	38	Andhra Pradesh	Medium	4L	BM	EC
226	EC	Raichur - Hassan	425	KT/AP Border - Chintakunta	3	Andhra Pradesh	Medium	4L	BM	EC
227	EC	Raichur - Hassan	425	Moka - KT/AP Border	9	Karnataka	Medium	4L	BM	EC
228	EC	Raichur - Hassan	425	Ballari - Moka	19	Karnataka	Medium	4L	BM	EC
229	EC	Raichur - Hassan	425	Hiriyur - Hassan	143	Karnataka	Medium	4L	BM	EC
230	EC	Surat - Amreli (including Jambusar - Bharuch)	426	Jambusar - Bharuch	45	Gujarat	Medium	4L	BM	EC
231	EC	Surat - Amreli (including Jambusar - Bharuch)	426	Vadodara - Borsad	34	Gujarat	Medium	4L	BM	EC
232	EC	Surat - Amreli (including Jambusar - Bharuch)	426	Chavand - Amreli	37	Gujarat	Medium	4L	BM	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
233	EC	Bengaluru - Chittoor - Nellore	427	Mallavaram - Renigunta	25	Andhra Pradesh	High	4L	BM	EC
234	EC	Bengaluru - Chittoor - Nellore	427	Renigunta - Poyya	35	Andhra Pradesh	High	4L	BM	EC
235	EC	Bengaluru - Chittoor - Nellore	427	Poyya - Naidupeta	20	Andhra Pradesh	High	4L	BM	EC
236	EC	Bengaluru - Mangalore	429	Hassan - Mudigere	65	Karnataka	High	4L	BM	EC
237	EC	Bengaluru - Mangalore	429	Mudigere - Byrapura	25	Karnataka	High	4L	BM	EC
238	EC	Bengaluru - Mangalore	429	Byrapura - Nellyadi	52	Karnataka	High	4L	BM	EC
239	EC	Bengaluru - Mangalore	429	Hassan and Chinapattanam Bypass	25	Karnataka	High		BM	EC
240	EC	Sambalpur - Angul - Cuttack - Paradip	430	Sambalpur bypass	10	Odisha	High	4L	BM	EC
241	EC	Sambalpur - Angul - Cuttack - Paradip	430	Cuttack-Kandarpur	14	Odisha	High	4L	BM	EC
242	EC	Sambalpur - Angul - Cuttack - Paradip	430	Kandarpur-Paradip	72	Odisha	High	4L	BM	EC
243	EC	Bengaluru - Mysore - Mallapuram	431	Mysore - Nanjanagadu	23	Karnataka	Medium	4L	BM	EC
244	EC	Bengaluru - Mysore - Mallapuram	431	Nanjanagadu - Gundlupete	49	Karnataka	Medium	4L	BM	EC
245	EC	Bengaluru - Mysore - Mallapuram	431	Gundlupete - KN/TN border	26	Karnataka	Medium	4L	BM	EC
246	EC	Bengaluru - Mysore - Mallapuram	431	KN/TN border - Gudalur	23	Tamil Nadu	Medium	4L	BM	EC
247	EC	Bengaluru - Mysore - Mallapuram	431	Gudalur - Nadugani	11	Tamil Nadu	Medium	4L	BM	EC



Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
248	EC	Bengaluru - Mysore - Mallapuram	431	Nadugani - Mallapuram	72	Kerala	Medium	4L	BM	EC
249	EC	Sambalpur - Ranchi	433	Jamtoli-Khunti	76	Jharkhand	Medium	4L	BM	EC
250	EC	Sambalpur - Ranchi	433	Joram-Jamtoli	48	Jharkhand	Medium	4L	BM	EC
251	EC	Sambalpur - Ranchi	433	OD/JH Border-Joram	10	Jharkhand	Medium	4L	BM	EC
252	EC	Sambalpur - Ranchi	433	Litibeda-OD/JH Border	25	Odisha	Medium	4L	BM	EC
253	EC	Sambalpur - Ranchi	433	Kainsir-Litibeda	130	Odisha	Medium	4L	BM	EC
254	EC	Chittorgarh - Indore	434	Chittorgarh - Jaliya (RJ/MP Border)	39	Rajasthan	High	6L	BM	EC
255	EC	Tuticorin - Cochin	435	Madurai - Theni - Bodi (TN/KL Border)	90	Tamil Nadu	High	4L	BM	EC
256	EC	Tuticorin - Cochin	435	KL/TN border-Munnar	42	Kerala	High	4L	BM	EC
257	EC	Tuticorin - Cochin	435	Munnar-Mattakkuzhy	111	Kerala	High	4L	BM	EC
258	EC	Tuticorin - Cochin	435	Mattakkuzhy-Kochi	12	Kerala	High	4L	BM	EC
259	EC	Hubli - Hospet - Bellary - Gooty (with spur to Metgal)	436	Koppal - Metgal	28	Karnataka	Medium	4L	BM	EC
260	EC	Beawar - Pali - Sirohi - Vav - Jamnagar (with spur to Pindwara)	437	Sirohi - RJ/GJ Border	77	Rajasthan	Low	2L PS	BM	EC
261	EC	Beawar - Pali - Sirohi - Vav - Jamnagar (with spur to Pindwara)	437	RJ/GJ Border - Vav	97	Gujarat	Low		BM	EC
262	EC	Jaipur - Agra	438	Kiraoli - Kagarol	15	Uttar Pradesh	High	4L	BM	EC
263	EC	Delhi - Saharanpur - Dehradun	440	Delhi - EPE Crossing	28	Uttar Pradesh	High	4L	BM	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
264	EC	Delhi - Saharanpur - Dehradun	440	Shamli - Saharanpur	63	Uttar Pradesh	High	4L	BM	EC
265	EC	Delhi - Saharanpur - Dehradun	440	Chutmalpur (UP/UK Border)-Dehradun	45	Uttarakhand	High	4L	BM	EC
266	ICR	Sohela - Khurda	501	Sohela-Barpali	24	Odisha	Low	4L	BM	ICR
267	ICR	Sohela - Khurda	501	Barpali-Binika	31	Odisha	Low	4L PS	BM	ICR
268	ICR	Sohela - Khurda	501	Binika-Manamunda	26	Odisha	Low	4L	BM	ICR
269	ICR	Sohela - Khurda	501	Manamunda-Gadimuda	84	Odisha	Low	4L	BM	ICR
270	ICR	Sohela - Khurda	501	Gadimuda-Phulbani	21	Odisha	Low	4L	BM	ICR
271	ICR	Sohela - Khurda	501	Phulbani-Madhapur	36	Odisha	Low	4L	BM	ICR
272	ICR	Sohela - Khurda	501	Madhapur-Sampada	62	Odisha	Low	4L	BM	ICR
273	ICR	Sohela - Khurda	501	Sampada-Nayagarh	20	Odisha	Low	4L	BM	ICR
274	ICR	Sohela - Khurda	501	Nayagarh-Khurdha	59	Odisha	Low	4L	BM	ICR
275	ICR	Kota - Indore	503	Jhalawar-Raj/MP Border	38	Rajasthan	High	4L	BM	EC
276	ICR	Kota - Indore	503	Raj/MP Border-Ujjain	132	Madhya Pradesh	High	4L	BM	EC
277	ICR	Kota - Indore	503	Four Lane (including Elevated Portion in Mukundra Hills National Park) from km 289/50 to 299/0 (Darah-Jhalawar-Teendhar)	10	Rajasthan	High	4L	BM	ICR
278	ICR	Ranchi - Jamshedpur - Baleshwar	504	Remaining works of Ranchi - Jamshedpur		Jharkhand	High		BM	ICR
279	ICR	Aurangabad - Darbhanga	505	Aurangabad-Arwal	74	Bihar	Medium	4L	BM	ICR
280	ICR	Aurangabad - Darbhanga	505	Arwal-Patna	68	Bihar	Medium	4L	BM	ICR
281	ICR	Aurangabad - Darbhanga	505	Patna-Hajipur	21	Bihar	Medium	4L	BM	ICR



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282	ICR	Aurangabad - Darbhanga	505	Hajipur-Mushrigharari	61	Bihar	Medium	4L	BM	ICR
283	ICR	Aurangabad - Darbhanga	505	Mushrigharari-Samastipur	8	Bihar	Medium	4L	BM	ICR
284	ICR	Aurangabad - Darbhanga	505	Samastipur-Darbhangha	40	Bihar	Medium	4L	BM	ICR
285	ICR	Gurgaon - Sikar	506	Khaliawas (Bhiwadi) - Rewari	14	Haryana	High	4L	BM	ICR
286	ICR	Gurgaon - Sikar	506	Rewari Bypass	14	Haryana	High	4L	BM	ICR
287	ICR	Gurgaon - Sikar	506	Rewari - Ateli	31	Haryana	High	4L	BM	ICR
288	ICR	Gurgaon - Sikar	506	Ateli and Bacchod Bypass	14	Haryana	High	4L	BM	ICR
289	ICR	Gurgaon - Sikar	506	Narnaul - Pachheri Kalan	17	Haryana	Medium	4L	BM	ICR
290	ICR	Gurgaon - Sikar	506	Pachheri - Kalan - Chhawasari	56	Rajasthan	Medium	4L	BM	ICR
291	ICR	Gurgaon - Sikar	506	Chhawasari - Teentawar	15	Rajasthan	Medium	4L	BM	ICR
292	ICR	Gurgaon - Sikar	506	Teentawar - Sikar	65	Rajasthan	Medium	4L	BM	ICR
293	ICR	Coimbatore - Trichy - Tanjore	507	Coimbatore (Sulur) - Karur	100	Tamil Nadu	High	6L	BM	ICR
294	ICR	Coimbatore - Trichy - Tanjore	507	Karur - Trichy	65	Tamil Nadu	High	6L	BM	ICR
295	ICR	Coimbatore - Trichy - Tanjore	507	Trichy - Thanjavur	56	Tamil Nadu	Medium	6L	BM	ICR
296	ICR	Aurangabad - Nanded	508	Jintur-Watur	48	Maharashtra	Medium	4L	BM	EC
297	ICR	Aurangabad - Nanded	508	Nanded-Jintur	93	Maharashtra	Medium	4L	BM	EC
298	ICR	Aurangabad - Nanded	508	City Road Development - Jalna Road, Aurangabad	15	Maharashtra	Medium		BM	ICR
299	ICR	Madurai - Kollam	509	Thirumangalam-Rajapalyam	76	Tamil Nadu	High	4L	BM	ICR

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300	ICR	Madurai - Kollam	509	Rajapalyam - Shenkottai	70	Tamil Nadu	High	4L	BM	ICR
301	ICR	Madurai - Kollam	509	Shenkottai - TN/KL border near Palaruvi	15	Tamil Nadu	High	4L	BM	ICR
302	ICR	Madurai - Kollam	509	TN/KL border near Palaruvi-Punaloor	36	Kerala	High	4L	BM	ICR
303	ICR	Madurai - Kollam	509	Punaloor-Kollam	39	Kerala	High	4L	BM	ICR
304	ICR	Sanchoe - Deesa - Mehsana - Ahmedabad	510	Sanchoe - Deesa	75	Gujarat	High	4L	BM	ICR
305	ICR	Sanchoe - Deesa - Mehsana - Ahmedabad	510	Deesa - Mehsana	75	Gujarat	High	4L	BM	ICR
306	ICR	Suryapet (Hyderabad) - Devrapalli (Vishakhapatnam)	511	Suryapet - Khammam	59	Telangana	High	4L	BM	ICR
307	ICR	Suryapet (Hyderabad) - Devrapalli (Vishakhapatnam)	511	Khammam-TL/AP Border	70	Telangana	High	4L	BM	ICR
308	ICR	Suryapet (Hyderabad) - Devrapalli (Vishakhapatnam)	511	TL/AP Border-Devrapalli	80	Andhra Pradesh	High	4L	BM	ICR
309	ICR	Vidisha - Talbehat	513	Vidisha - Melhua Choraha	77	Madhya Pradesh	Low	4L	BM	ICR
310	ICR	Vidisha - Talbehat	513	Bina Spur	15	Madhya Pradesh	Low	4L	BM	ICR
311	ICR	Vidisha - Talbehat	513	Melhua Choraha - Chanderi	85	Madhya Pradesh	Low	4L	BM	ICR
312	ICR	Vidisha - Talbehat	513	Chanderi - MP/UP Border	16	Madhya Pradesh	Low	4L	BM	ICR
313	ICR	Vidisha - Talbehat	513	MP/UP Border - Talbehat	38	Uttar Pradesh	Low	4L	BM	ICR



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314	ICR	Sasaram - Patna - Hajipur - Muzzafarpur	514	Khilanganj (Sasaram)-Ekauna (Ara)	95	Bihar	Medium	4L	BM	ICR
315	ICR	Nashik - Pune	515	Kasarwadi (Nashik Phata)-Rajgurunagar	30	Maharashtra	High	6L	BM	ICR
316	ICR	Maihar - Satna - Chitrakoot - Makhdumpur Kaji	516	Maihar - Satna	27	Madhya Pradesh	Low	4L	BM	FR
317	ICR	Maihar - Satna - Chitrakoot - Makhdumpur Kaji	516	Satna - Kothi	35	Madhya Pradesh	Low	4L	BM	FR
318	ICR	Maihar - Satna - Chitrakoot - Makhdumpur Kaji	516	Kothi - Chitrakoot	57	Madhya Pradesh	Low	4L	BM	FR
319	ICR	Maihar - Satna - Chitrakoot - Makhdumpur Kaji	516	Chitrakoot - Makhdumpur Kaji	89	Uttar Pradesh	Low	4L	BM	FR
320	ICR	Satara - Kedgaon - Daund - Ahmednagar	517	Satara - Lonand - Kedgaon	96	Maharashtra	Low	4L	BM	ICR
321	ICR	Satara - Kedgaon - Daund - Ahmednagar	517	Kashti-Daund	22	Maharashtra	Low	4L	BM	ICR
322	ICR	Satara - Kedgaon - Daund - Ahmednagar	517	Ahmadnagar-Kashti	57	Maharashtra	Low	4L	BM	ICR
323	ICR	Satara - Kedgaon - Daund - Ahmednagar	517	Ahmednagar Flyover	3	Maharashtra	Low		BM	ICR
324	ICR	Lucknow - Raebareilly - Allahabad	518	Raebareilly - Allahabad	106	Uttar Pradesh	High	4L	BM	ICR

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325	ICR	Chitradurga - Mudigere (Mangalore)	519	Holalkere - Chitradurga	34	Karnataka	High	4L	BM	ICR
326	ICR	Chitradurga - Mudigere (Mangalore)	519	Hosdurga - Holalkere	33	Karnataka	High	4L	BM	ICR
327	ICR	Chitradurga - Mudigere (Mangalore)	519	Kadur - Hosdurga	50	Karnataka	High	4L	BM	ICR
328	ICR	Chitradurga - Mudigere (Mangalore)	519	Mudigere - Kadur	72	Karnataka	High	4L	BM	ICR
329	ICR	Madurai - Melur - Karaikudi - Tanjore	520	Melur-Pilayarpatti	33	Tamil Nadu	High	4L	BM	ICR
330	ICR	Madurai - Melur - Karaikudi - Tanjore	520	Pilayarpatti - Pudukkottai	40	Tamil Nadu	High	4L	BM	ICR
331	ICR	Madurai - Melur - Karaikudi - Tanjore	520	Thanjavur - Pudukkottai	45	Tamil Nadu	High	4L	BM	ICR
332	ICR	Madurai - Melur - Karaikudi - Tanjore	520	Kumbakonam - Sirkazhi	42	Tamil Nadu	High		NH (O)	
333	ICR	Madurai - Melur - Karaikudi - Tanjore	520	Paliyarpatti-Karaikudi	12	Tamil Nadu	High	4L	BM	ICR
334	ICR	Narnaul - Alwar - Bharatpur	522	Narnaul - Alwar - Bharatpur	180	Rajasthan	High	4L	BM	ICR
335	ICR	Mydukur (Kadapa) - Nellore	523	Mydukur - Badvel	57	Andhra Pradesh	Low	4L	BM	ICR
336	ICR	Mydukur (Kadapa) - Nellore	523	Badvel - Atmakur	53	Andhra Pradesh	Low	4L	BM	ICR
337	ICR	Mydukur (Kadapa) - Nellore	523	Atmakur - Nellore	45	Andhra Pradesh	Low	4L	BM	ICR

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338	ICR	Ferozpur - Malout - Mandi Dabwali	525	Malout - Ferozpur	122	Punjab	Medium	4L	BM	FR
339	ICR	Ferozpur - Malout - Mandi Dabwali	525	Malout - Mandi Dabwali	31	Punjab	Medium	4L	BM	FR
340	ICR	Karnal - Shamli - Meerut - Garmukteshwar	526	Karnal-Bidoli (HR/UP Border)	17	Haryana	High	4L	BM	ICR
341	ICR	Karnal - Shamli - Meerut - Garmukteshwar	526	Bidoli (HR/UP Border)-Shamli	24	Uttar Pradesh	High	4L	BM	ICR
342	ICR	Karnal - Shamli - Meerut - Garmukteshwar	526	Shamli-Meerut	61	Uttar Pradesh	High	4L	BM	ICR
343	ICR	Karnal - Shamli - Meerut - Garmukteshwar	526	Meerut - Garmukteshwar	39	Uttar Pradesh	High	4L	BM	ICR
344	ICR	Armoor - Mancheri	527	Armoor - Mancheri	149	Telangana	High	4L	BM	FR
345	ICR	Nashik - Valsad	528	Valsad - Chondha (Point on Surat - Nashik - Ahmednagar - Solapur EC)	40	Maharashtra	High	4L	BM	ICR
346	ICR	Jalandhar - Bajakhana (Bhatinda)	531	Bagha Purana - Moga	14	Punjab	High	4L	BM	EC
347	ICR	Jalandhar - Bajakhana (Bhatinda)	531	Bajakhana - Bagha Purana	35	Punjab	High	4L	BM	EC
348	ICR	Jagtial - Karimnagar - Warangal	532	Jagtial - Karimnagar	55	Telangana	High	4L	BM	FR
349	ICR	Jagtial - Karimnagar - Warangal	532	Warangal - Karimnagar	65	Telangana	High	4L	BM	FR

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350	ICR	Kozhikode - Mallapuram - Palakkad	533	Ramanattuka-Kavungal	41	Kerala	High	4L	BM	ICR
351	ICR	Kozhikode - Mallapuram - Palakkad	533	Kavungal-Pallikuth	10	Kerala	High	4L	BM	ICR
352	ICR	Kozhikode - Mallapuram - Palakkad	533	Pallikuth - Perinthalmanna	2	Kerala	High	4L	BM	ICR
353	ICR	Kozhikode - Mallapuram - Palakkad	533	Perinthalmanna - Cherpulassery	15	Kerala	Medium	4L	BM	ICR
354	ICR	Kozhikode - Mallapuram - Palakkad	533	Cherpulassery - Mundur	32	Kerala	Medium	4L	BM	ICR
355	ICR	Kozhikode - Mallapuram - Palakkad	533	Mundur-Palakkad	14	Kerala	Medium	4L	BM	ICR
356	ICR	Nanded - Nirmal	534	Nanded - MH/TL Border	59	Maharashtra	Low	4L	BM	ICR
357	ICR	Nanded - Nirmal	534	MH/TL Border - Nirmal	56	Telangana	Low	4L	BM	ICR
358	ICR	Ajmer - Nasirabad - Deoli	536	Ajmer - Nasirabad	16	Rajasthan	Low	4L	BM	ICR
359	ICR	Ajmer - Nasirabad - Deoli	536	Nasirabad - Saver	78	Rajasthan	Low	4L	BM	ICR
360	ICR	Ajmer - Nasirabad - Deoli	536	Saver - Deoli	20	Rajasthan	Low	4L	BM	ICR
361	ICR	Wardha - Karanja	537	Wardha-Pulgaon	27	Maharashtra	Low	4L	BM	ICR
362	ICR	Wardha - Karanja	537	Pulgaon-Bramhankhed	96	Maharashtra	Low	4L	BM	ICR
363	ICR	Allahabad - Tikri - Mirzapur (Varanasi)	539	Allahabad-Tikri-Mirzapur	104	Uttar Pradesh	High	4L	BM	FR
364	ICR	Jharsuguda - Tileibaini	540	Jharsuguda-Badbahal	24	Odisha	Low	4L	BM	ICR

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365	ICR	Jharsuguda - Tileibani	540	Badbahal-Tileibani	62	Odisha	Low	4L	BM	ICR
366	ICR	Keonjhar - Duburi (Chandikhol)	541	Keonjhar-Duburi	99	Odisha	Low	4L	BM	ICR
367	ICR	Dewas - Ujjain - Ratlam	542	Dewas - Ujjain	48	Madhya Pradesh	Low	4L	BM	ICR
368	ICR	Dewas - Ujjain - Ratlam	542	Ujjain - Badnawar	47	Madhya Pradesh	Low	4L	BM	ICR
369	ICR	Sonipat - Baghpat - Meerut	543	HR/UP Border - Baghpat	8	Uttar Pradesh	High	4L	BM	ICR
370	ICR	Sonipat - Baghpat - Meerut	543	Baghpat-Meerut	53	Uttar Pradesh	High	4L	BM	FR
371	ICR	Agra - Aligarh	545	Agra - Aligarh	80	Uttar Pradesh	High	4L	BM	ICR
372	ICR	Namakkal - Trichy	546	Namakkal - Trichy	90	Tamil Nadu	High	4L	BM	ICR
373	ICR	Chittoor - Ranipet	547	TN/AP Border - Ranipet	28	Tamil Nadu	High	4L	BM	ICR
374	ICR	Panipat - Shamli - Muzaffarnagar	548	UP/HR Border-Panipat	21	Haryana	High	4L	BM	ICR
375	ICR	Panipat - Shamli - Muzaffarnagar	548	Shamli-UP/HR Border	20	Uttar Pradesh	High	4L	BM	FR
376	ICR	Panipat - Shamli - Muzaffarnagar	548	Shamli - Muzaffarnagar	40	Uttar Pradesh	High	4L	BM	FR
377	ICR	Ludhiana - Sangrur	549	Malerkotla - Sangrur	37	Punjab	High	4L	BM	EC
378	ICR	Ismailabad (Ambala) - Kaithal - Khanauri	550	PJ/HR border near Khanauri-Kaithal	21	Haryana	Low	4L	BM	ICR
379	ICR	Ismailabad (Ambala) - Kaithal - Khanauri	550	Khanauri-PJ/HR border near Khanauri	11	Punjab	Low	4L	BM	ICR
380	ICR	Vellakoil - Sankakiri	551	Vellakoil - Sankakiri	70	Tamil Nadu	Medium	4L	BM	ICR

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381	ICR	Chittoor - Nagari	552	TN/AP Border (Near Pullur PF)-Chittoor	37	Andhra Pradesh	High	4L	BM	EC
382	ICR	Chittoor - Nagari	552	AP/TN border (Near Nagari)-TN/AP Border (Near Pullur PF)	16	Tamil Nadu	High	4L	BM	EC
383	ICR	Jhabua - Ratlam	553	Jhabua - Ratlam	104	Madhya Pradesh	Low	4L	BM	ICR
384	ICR	Ara - Mohania	556	Ara - Mohania	115	Bihar	Low	4L	BM	ICR
385	FR	Chennai - Mahabalipuram - Pondicherry	601	Chennai - Mahabalipuram	50	Tamil Nadu	High	6L	BM	FR
386	FR	Chennai - Mahabalipuram - Pondicherry	601	Mahabalipuram - Pondicherry	105	Tamil Nadu	High	6L	BM	FR
387	FR	Aurangabad-Paithan	602	Aurangabad-Paithan	52	Maharashtra	Medium	4L	BM	FR
388	FR	Ajit Nagar (Sangrur) - Bhatinda	604	Ajit Nagar (Sangrur)-Bhatinda	91	Punjab	Medium	4L	BM	FR
389	FR	Rajapur - Raipura - Jamira - Simaur - Kalwari	605	Rajapur - Raipura	18	Uttar Pradesh	Low	4L	BM	FR
390	FR	Rajapur - Raipura - Jamira - Simaur - Kalwari	605	Raipura - Jamira	40	Uttar Pradesh	Low	4L	BM	FR
391	FR	Rajapur - Raipura - Jamira - Simaur - Kalwari	605	Jamira - Simaur	45	Madhya Pradesh	Low	4L	BM	FR
392	FR	Rajapur - Raipura - Jamira - Simaur - Kalwari	605	Simaur - Kalwari	35	Madhya Pradesh	Low	4L	BM	FR



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393	FR	Saraipali - Raigarh	606	Manikpur-Saraipali	37	Chattisgarh	Low	4L	BM	ICR
394	FR	Saraipali - Raigarh	606	Raigarh-Manikpur	61	Chattisgarh	Low	4L	BM	ICR
395	FR	Katni - Shahdol	607	Katni - Umaria	59	Madhya Pradesh	Low	4L	BM	FR
396	FR	Katni - Shahdol	607	Umaria - Shahdol	65	Madhya Pradesh	Low	4L	BM	FR
397	FR	Bhatinda - Sriganganagar	608	Bhatinda - Malout	38	Punjab	High	4L	BM	FR
398	FR	Bhatinda - Sriganganagar	608	Malout - Abohar	28	Punjab	High	4L	BM	FR
399	FR	Bhatinda - Sriganganagar	608	Abohar - Sadhuwali	33	Punjab	High	4L	BM	FR
400	FR	Bhatinda - Sriganganagar	608	Sadhuwali - Sriganganagar	9	Rajasthan	High	4L	BM	FR
401	FR	Dugiphar - Balaghat	609	Kohmara-Gondia	43	Maharashtra	Low	4L	BM	FR
402	FR	Dugiphar - Balaghat	609	Gondia-Rajegaon (MH/MP Border)	24	Maharashtra	Low	4L	BM	FR
403	FR	Dugiphar - Balaghat	609	MH/MP Border - Balaghat	23	Madhya Pradesh	Low	4L	BM	FR
404	FR	Muzzafarpur - Barauni (Begusarai)	611	Muzzaffarpur bypass	10	Bihar	High	4L	BM	FR
405	FR	Muzzafarpur - Barauni (Begusarai)	611	Muzzaffarpur-Barauni	81	Bihar	High	4L	BM	FR
406	FR	Ambala - Zirakpur - Baddi - Nalagarh	612	Pinjore - Maranwala	12	Haryana	High	4L	BM	FR
407	FR	Ambala - Zirakpur - Baddi - Nalagarh	612	Maranwala-Baddi	8	Himachal Pradesh	High	4L	BM	FR

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408	FR	Ambala - Zirakpur - Baddi - Nalagarh	612	Baddi-Nalagarh	11	Himachal Pradesh	High	4L	BM	FR
409	FR	Sinnar (Nashik) - Shirdi	613	Sinnar-Zagde Phata/Shirdi	51	Maharashtra	High	4L	BM	FR
410	FR	Bidar - Degloor	616	Bidar - Aurad	45	Karnataka	Low	4L	BM	FR
411	FR	Bidar - Degloor	616	Aurad - Degloor	40	Maharashtra	Low	4L	BM	FR
412	FR	Bareilly - Philbit - Sitarganj	617	Bareilly - Philbit	35	Uttar Pradesh	Medium	4L	BM	FR
413	FR	Bareilly - Philbit - Sitarganj	617	Sitarganj - Philbit	38	Uttar Pradesh	Medium	4L	BM	FR
414	FR	Shahdol - Rewa	618	Shahdol - Rewa	195	Madhya Pradesh	Low	4L	BM	FR
415	FR	Doraha (Ludhiana) - Rupnagar (HP)	622	Bohapur - Chamkaur	31	Punjab	High	4L	BM	FR
416	FR	Madurai - Natham - Thuvankurichi	624	Natham - Thuvankurichi	26	Tamil Nadu	High	4L	BM	EC
417	FR	Firozpur - Zira	625	Firozpur - Zira	37	Punjab	Low	4L	BM	FR
418	FR	Angul - Athagarh (Cuttack)	626	Hakimpada (near Angul)-Sundarapal	19	Odisha	Low	4L PS	BM	FR
419	FR	Angul - Athagarh (Cuttack)	626	Sundarapal-Naubandha/Athagarh	53	Odisha	Low	4L PS	BM	FR
420	FR	Sadhuwali (Sriganganagar) - Hanumangarh	627	Sadhuwali to Banwala	18	Rajasthan	Low	4L	BM	FR
421	FR	Sadhuwali (Sriganganagar) - Hanumangarh	627	Banwala to Hanumangarh	53	Rajasthan	Low	4L	BM	FR



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422	FR	Hoshiarpur - Pagwara	630	Hoshiarpur - Pagwara	35	Punjab	High	4L	BM	FR
423	FR	Gurgaon - Pataudi - Rewari	631	Gurgaon - Pataudi - Rewari	55	Haryana	High	4L	BM	FR
424	FR	Bhiwani - Rohtak	632	Bhiwani - Rohtak	38	Haryana	High	4L	BM	FR
425	FR	Rohtak - Jind	633	Rohtak - Kinana	39	Haryana	High	4L	BM	FR
426	FR	Rohtak - Jind	633	Kinana - Jind	10	Haryana	High	4L	BM	FR
427	FR	Rohtak - Jind	633	Remaining works of Rohtak - Jind		Haryana	High	4L	BM	FR
428	FR	Gulbarga - Afzalpur	636	Gulbarga - Afzalpur	50	Karnataka	Low	4L	BM	FR
429	FR	Panchkula - Shazadpur - Saha - Thol	637	Saha - Shahbad	18	Haryana	High	4L	BM	FR
430	FR	Panchkula - Shazadpur - Saha - Thol	637	Shahbad - Thol	17	Haryana	High	4L	BM	FR
431	FR	Memmadpur (Ambala) - Kharar (Chandigarh)	638	Memmadpur - Dairi - Kharar	46	Punjab	High	4L	BM	FR
432	FR	Barapada - Padeghar (JNPT)	639	Barapada-Padeghar	20	Maharashtra	Low	4L	BM	FR
433	FR	Vadkal - Alibag	641	Alibagh-Pen Road, Alibagh-Wadkhali Naka, Pen	22	Maharashtra	Medium	4L	BM	FR
434	FR	Jhajjar - Bahadurgarh	643	Jhajjar - Bahadurgarh	24	Haryana	High	4L	BM	FR
435	FR	Patna - Sahebganj - Hussaini on EW (Motihari)	644	Hajipur - Bisheshar Patti	41	Bihar	Medium	4L	BM	FR
436	FR	Patna - Sahebganj - Hussaini on EW (Motihari)	644	Bisheshar Patti-Sahebganj	39	Bihar	Medium	4L	BM	FR
437	FR	Patna - Sahebganj - Hussaini on EW (Motihari)	644	Sahebganj - Hussaini (on NH 27)	20	Bihar	Medium	4L	BM	FR

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
438	FR	Bhiwani - Hansi	645	Bhiwani - Hansi	44	Haryana	High	4L	BM	FR
439	FR	Fazilka - Abohar	647	Fazilka - Abohar	34	Punjab	Low	4L	BM	FR
440	FR	Amreli - Vadodara Branch 1	648	Tarapur - Bandhani Chowk	27	Gujarat	Low	4L	BM	FR
441	FR	Amreli - Vadodara Branch 1	648	Pakiza Society - Anlav	10	Gujarat	Low	4L	BM	FR
442	OEC (NHO)	Hyderabad - Raipur	801	Karimnagar-TL/MH Border	140	Telangana	High	4L	NH (O)	
443	OEC (NHO)	Hyderabad - Raipur	801	TL/MH Border-Gadchiroli	75	Maharashtra	High	4L	NH (O)	
444	OEC (NHO)	Hyderabad - Raipur	801	Gadchiroli-Soundad	115	Maharashtra	High	4L	NH (O)	
445	OEC (NHO)	Nagpur - Vijayawada	802	Repallewada - Mancheria	42	Telangana	High	4L	NH (O)	
446	OEC (NHO)	Nagpur - Vijayawada	802	Mancheria - Warangal	100	Telangana	High	4L	NH (O)	
447	OEC (NHO)	Nagpur - Vijayawada	802	Warangal - Khammam	110	Telangana	High	4L	NH (O)	
448	OEC (NHO)	Nagpur - Vijayawada	802	Khammam - TL/AP Border	50	Telangana	High	4L	NH (O)	
449	OEC (NHO)	Nagpur - Vijayawada	802	TL/AP Border - Vijayawada	50	Andhra Pradesh	High	4L	NH (O)	
450	OEC (NHO)	Ranchi - Jaintgarh - Keonjhar - Panikholi - Chandikhol - Paradeep	803	Khunti - Itre	25	Jharkhand	Medium	4L	NH (O)	
451	OEC (NHO)	Ranchi - Jaintgarh - Keonjhar - Panikholi - Chandikhol - Paradeep	803	Itre-Bhuiya Deogan	39	Jharkhand	Medium	4L	NH (O)	

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
452	OEC (NHO)	Ranchi - Jaintgarh - Keonjhar - Panikholi - Chandikhol - Paradeep	803	Bhuiya Deogan-Kelende	49	Jharkhand	Medium	4L	NH (O)	
453	OEC (NHO)	Ranchi - Jaintgarh - Keonjhar - Panikholi - Chandikhol - Paradeep	803	Kelende-Jaintgarh	51	Jharkhand	Medium	4L	NH (O)	
454	OEC (NHO)	Ranchi - Jaintgarh - Keonjhar - Panikholi - Chandikhol - Paradeep	803	Jaintgarh - Rimuli	15	Odisha	Medium	4L	NH (O)	
455	OEC (NHDP)	Kolkata - Morgram - Siliguri (till Dalkhola)	805	Barasat - Krishnanagar	74	West Bengal	High		NHDP	III
456	OEC (NHDP)	Kolkata - Morgram - Siliguri (till Dalkhola)	805	Raiganj-Dalkhola	49	West Bengal	High		NHDP	III
457	OEC (NHO)	Guntur - Tokapalle - Nandiyal - Ananthpur	806	Vinukonda - Guntur	82	Andhra Pradesh	Medium	2L PS	NH (O)	
458	OEC (NHO)	Guntur - Tokapalle - Nandiyal - Ananthpur	806	Kaipa - Giddalur	78	Andhra Pradesh	Medium	2L PS	NH (O)	
459	OEC (NHO)	Guntur - Tokapalle - Nandiyal - Ananthpur	806	Bugga - Kaipa	57	Andhra Pradesh	Medium	2L PS	NH (O)	
460	OEC (NHO)	Guntur - Tokapalle - Nandiyal - Ananthpur	806	Anantpur - Bugga	70	Andhra Pradesh	Medium	2L PS	NH (O)	

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
461	OEC (NHO)	Varanasi - Ranchi	808	Wyndhamganj - Varanasi	120	Uttar Pradesh	High	4L	NH (O)	
462	OEC (NHO)	Varanasi - Ranchi	808	Khajuri-Wyndhamganj	42	Jharkhand	High	4L	NH (O)	
463	OEC (NHO)	Varanasi - Ranchi	808	Sankha-Khajuri	23	Jharkhand	High	4L	NH (O)	
464	OEC (NHO)	Varanasi - Ranchi	808	Bhogu-Sankha	49	Jharkhand	High	4L	NH (O)	
465	OEC (NHO)	Varanasi - Ranchi	808	Udaipura-Bhogu	52	Jharkhand	High	4L	NH (O)	
466	OEC (NHO)	Varanasi - Ranchi	808	Kuru -Udaipura	41	Jharkhand	High	4L	NH (O)	
467	OEC (NHDP)	Dwarka- Porbandar- Somnath- Bhavnagar	809	Gadu - Somnath	27	Gujarat	High	4L	NHDP	IV
468	OEC (NHO)	Ankleshwar - Netrang - Shevli - Taloda - Burhanpur	810	Taloda-Burhanpur	240	Maharashtra	Low	4L	NH (O)	
469	OEC (NHO)	Ankleshwar - Netrang - Shevli - Taloda - Burhanpur	810	Taloda - Netrang	98	Maharashtra	Low	4L	NH (O)	
470	OEC (NHO)	Ankleshwar - Netrang - Shevli - Taloda - Burhanpur	810	Ankleshwar - Netrang	44	Gujarat	Low	4L	NH (O)	
471	OEC (NHO)	Solapur - Kolhapur - Ratnagiri	811	Ratnagiri-Kolhapur (Package I)(4L,,126 km ,EPC) - Pkg. III	126	Maharashtra	High	4L	NH (O)	
472	OEC (NHO)	Jhansi - Khajuraho - Satna - Rewa	813	Bamitha - Khajuraho	10	Madhya Pradesh	Low	4L	NH (O)	
473	OEC (NHDP)	Coimbatore - Satyamangalam - Bengaluru	814	Coimbatore - Satyamangalam - TN/KT Border	85	Tamil Nadu	Medium	4L	NHDP	IV
474	OEC (NHDP)	Coimbatore - Satyamangalam - Bengaluru	814	TN Border - BRT Tiger Reserve	22	Karnataka	Medium	2L PS	NHDP	IV
475	OEC (NHDP)	Beawar (Bar) - Jodhpur - Pokhran	815	Jodhpur Ring Road Section-II	28	Rajasthan	High		NHDP	VII

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
476	OEC (NHO)	Mahuva - Amreli - Jetpur - Dhoraji - Jamnagar	816	Mahuva - Jetpur	175	Gujarat	Low		NH (O)	
477	OEC (NHO)	Mahuva - Amreli - Jetpur - Dhoraji - Jamnagar	816	Dhoraji - Jamnagar	112	Gujarat	Low		NH (O)	
478	OEC (NHDP)	Unnao - Raebareilly - Pratapgarh - Jaunpur	818	Unnao - Laiganj	50	Uttar Pradesh	High	4L	NHDP	IV
479	OEC (NHDP)	Banda - Raebareilly - Faizabad	823	Rebareilly - Jagdishpur	48	Uttar Pradesh	Medium		NH (O)	
480	OEC (NHDP)	Banda - Raebareilly - Faizabad	823	Jagdishpur - Faizabad	60	Uttar Pradesh	Medium		NH (O)	
481	OEC (NHO)	Paliya - Shahjahanpur - Hardoi - Lucknow	824	Paliya - Shahjahanpur	97	Uttar Pradesh	Low		NH (O)	
482	OEC (NHO)	Paliya - Shahjahanpur - Hardoi - Lucknow	824	Shahjahanpur - Sandila	120	Uttar Pradesh	High		NH (O)	
483	OEC (NHO)	Paliya - Shahjahanpur - Hardoi - Lucknow	824	Sandila - Lucknow	56	Uttar Pradesh	High		NH (O)	
484	OEC (NHO)	Patna (Bakhtiyarpur) - Barhi - Hazaribagh - Ranchi (Ormanjhi)	825	Bakhtiyarpur-Rajauli	107	Bihar	Medium	4L	NH (O)	
485	OEC (NHO)	Patna (Bakhtiyarpur) - Barhi - Hazaribagh - Ranchi (Ormanjhi)	825	Rajauli - Meghator	15	Jharkhand	Medium	4L	NH (O)	

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
486	OEC (NHO)	Patna (Bakhtiyarpur) - Barhi - Hazaribagh - Ranchi (Ormanjhi)	825	Koderma-Meghator	20	Jharkhand	Medium	4L	NHDP	IV
487	OEC (NHDP)	Bharatpur - Mathura - Hathras - Bareilly	826	Bharatpur - RJ/UP Border	11	Rajasthan	High	2L PS	NHDP	IV
488	OEC (NHDP)	Bharatpur - Mathura - Hathras - Bareilly	826	RJ/UP Border - Mathura - Hathras	79	Uttar Pradesh	High	2L PS	NHDP	IV
489	OEC (NHDP)	Bharatpur - Mathura - Hathras - Bareilly	826	Hathras - Bareilly	173	Uttar Pradesh	High	4L	NHDP	IV
490	OEC (NHO)	Jhalawar - Biaora - Bhopal	828	RJ/MP Border - Biaora	71	Madhya Pradesh	Medium		NH (O)	
491	OEC (NHO)	Mysore - Mangalore	829	Madikere - Mysore	120	Karnataka	High	4L	NH (O)	
492	OEC (NHO)	Mysore - Mangalore	829	Madikeri - Mangalore	138	Karnataka	Low	4L	NH (O)	
493	OEC (NHDP)	Trichy - Dindigul - Kumili	831	Remaining works of Dindigul - Theni - Kumili		Tamil Nadu	High		NHDP	III
494	OEC (NHO)	Pathankot - Kangra - Mandi	833	PB/HP Border-Siyuhni	40	Himachal Pradesh	Medium	4L	NH (O)	
495	OEC (NHO)	Pathankot - Kangra - Mandi	833	Siyuhni-Mandi	160	Himachal Pradesh	Medium	4L	NH (O)	
496	OEC (NHO)	Muzzafarpur - Chhapra - Balia - Ghazipur (Varanasi)	834	Chhapra - BH/UP Border	20	Bihar	Low	4L	NH (O)	
497	OEC (NHO)	Muzzafarpur - Chhapra - Balia - Ghazipur (Varanasi)	834	Ghazipur-Balia- UP Border	128	Uttar Pradesh	Low	4L	NH (O)	

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
498	OEC (NHDP)	Tumkur - Shimoga	836	Tumkur Bypass	45	Karnataka	High		NHDP	IV
499	OEC (NHDP)	Tumkur - Shimoga	836	Tarikere - Shimoga	56	Karnataka	High	4L	NHDP	IV
500	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	Mataur-Jwalamukhi	40	Himachal Pradesh	Low		NH (O)	
501	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	Jwalamukhi-Hamirpur Bypass	41	Himachal Pradesh	Low		NH (O)	
502	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	Hamirpur Bypass-Bhagar	39	Himachal Pradesh	Low		NH (O)	
503	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	Bhagar-Nauni Chowk	43	Himachal Pradesh	Low		NH (O)	
504	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	Nauni Chowk-Shalaghat	34	Himachal Pradesh	Medium		NH (O)	
505	OEC (NHO)	Kangra - Hamirpur - Bilaspur - Shimla	837	Shalaghat-Shimla	27	Himachal Pradesh	Medium		NH (O)	
506	OEC (NHO)	Patna (Mokama) - Munger - Sahebganj (Jharkhand)	838	Munger - Mirzachowki (Munger Section) (Pkg-I) (25 km.) - EPC (Rs.0 crore) (NH -), (Likely Bid Invitation - Jun-18)- Munger - Mirzachowki (Munger Section) (Pkg-I) (25 km.) - EPC (Rs.0 crore) (NH -), (Likely Bid Invitation - Jun-18)	25	Bihar	Low	4L	NH (O)	

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
507	OEC (NHO)	Patna (Mokama) - Munger - Sahebganj (Jharkhand)	838	Munger - Mirzacowki (Pkg II & III) (100 km.) - --Select-- (Rs.0 crore) (NH - 80), (Likely Bid Invitation - Aug-18) - Munger - Mirzacowki (Pkg II & III) (100 km.) - --Select-- (Rs.0 crore) (NH - 80), (Likely Bid Invitation - Aug-18)	100	Bihar	Low	4L	NH (O)	
508	OEC (NHDP)	Ladnu (Nimbi Jodha) - Merta - Beawar (Bar)	839	Merta - Beawar	77	Rajasthan	Low		NHDP	IV
509	OEC (NHO)	Raebareilly - Sultanpur - Kalwari - Basti	841	Ambedkar Nagar to Basti	52	Uttar Pradesh	High		NH (O)	
510	OEC (NHDP)	Coimbatore - Madurai	842	Oddhanchatram - Pollachi	98	Tamil Nadu	High	4L	NHDP	IV
511	OEC (NHDP)	Coimbatore - Madurai	842	Kamalapuram - Oddanchatram	52	Tamil Nadu	High	4L	NHDP	IV
512	OEC (NHDP)	Mangalore - Shimoga	843	Karkala - Mangalore	46	Karnataka	High	4L	NHDP	IV
513	OEC (NHDP)	Mangalore - Shimoga	843	Shimoga - Karkala	158	Karnataka	Low	2L	NHDP	IV
514	OEC (NHO)	Sitarganj - Tanakpur - Pithoragarh	844	Tanakpur - Pithoragarh	147	Uttarakhand	Medium	2L PS	NH (O)	
515	OEC (NHDP)	Madurai - Dhanushkodi	846	Paramakudi - Ramanathapuram	50	Tamil Nadu	Medium	4L	NHDP	III
516	OEC (NHDP)	Madurai - Dhanushkodi	846	Ramanathapuram - Dhanushkodi	85	Tamil Nadu	Medium	4L	NHDP	III
517	OEC (NHDP)	Trichy - Karaikudi - Ramanathapuram	847	Remaining works of Trichy - Karaikudi		Tamil Nadu	High	2L PS	NHDP	III

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
518	OEC (NHDP)	Krishnagiri - Tindivanam	848	Remaining works of Tindivanam - Krishnagiri		Tamil Nadu	High	2L	NHDP	III
519	OEC (NHO)	Radhanpur - Patan - Gozaria - Prantij	851	Radhanpur - Patan / Gozaria - Prantij	83	Gujarat	Low	4L	NH (O)	
520	OEC (NHO)	Radhanpur - Patan - Gozaria - Prantij	851	Patan - Gozaria	71	Gujarat	Low	4L	NH (O)	
521	OEC (NHO)	Jamshedpur - Dhenkikote (Paradeep)	853	Jamshedpur - Dhenkikote	175	Odisha	Medium	4L	NH (O)	
522	OEC (NHO)	Ambala (Saha) - Yamunanagar - Saharanpur - Haridwar (Roorkee)	856	Ambala - Saha	14	Haryana	High	4L	BM	FR
523	OEC (NHO)	Sonapat - Jhajjar - Loharu	858	UP/HR Border - Sonapat - Jhajjar	40	Haryana	High	4L	NH (O)	
524	OEC (NHO)	Amritsar - Tanda - Una	859	Amritsar - Una	127	Punjab	High	2/4L	NH (O)	
525	OEC (NHDP)	Jetpur - Junagadh - Somnath	863	Jetpur-Sukhpur	25	Gujarat	Low	6L	BM	FR
526	OEC (NHDP)	Jetpur - Junagadh - Somnath	863	Sukhpur-Junagarh	6	Gujarat	High	4L	BM	FR
527	OEC (NHDP)	Rampur - Kathgodam - Haldwani - Nainital	865	Kathogadam - Nainital	34	Uttarakhand	Low		NHDP	III
528	OEC (NHO)	Kurnool - Atmakur - Dornala	869	Kurnool - Atmakur	67	Andhra Pradesh	Medium	2L	NH (O)	
529	OEC (NHO)	Kurnool - Atmakur - Dornala	869	Atmakur - Dornala	59	Andhra Pradesh	Medium	2L	NH (O)	
530	OEC (NHDP)	Chennai - Tiruthani - Tirupati	870	Remaining Works of Chennai - Tirupati	-	Tamil Nadu	High	2L PS / 4L	NHDP	III

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
531	OEC (NHDP)	Meerut - Bijnor - Najibabad	872	Meerut - Bijnor	54	Uttar Pradesh	High	4L	NHDP	IV
532	OEC (NHDP)	Meerut - Bijnor - Najibabad	872	Bijnor - Jalalabad	32	Uttar Pradesh	High	4L	NHDP	IV
533	OEC (NHO)	Dharuhera - Bhiwadi - Sohna - Palwal	874	Dharuhera - Sohna	34	Haryana	High	4L	BM	FR
534	OEC (NHO)	Dharuhera - Bhiwadi - Sohna - Palwal	874	Sohna-Palwal	31	Haryana	High	4L	NH (O)	
535	OEC (NHO)	Limbdi (Amedabad) - Dhasa (Amreli)	875	Dhasa - Limbdi	90	Gujarat	Low	2L PS	NH (O)	
536	OEC (NHO)	Muzzafarnagar - Bijnor - Nagina	876	Muzzafarnagar - Bijnor - Nagina	80	Uttar Pradesh	High		NH (O)	
537	OEC (NHO)	Paonta Saheb - Ballupur Chowk (Dehradun) - Raiwala (Rishikesh)	877	Paonta Saheb-Ballupur Chowk (Dehradun)	52	Uttarakhand	Low		NH (O)	
538	OEC (NHO)	Paonta Saheb - Ballupur Chowk (Dehradun) - Raiwala (Rishikesh)	877	Remaining works of Haridwar - Dehradun		Uttarakhand	High		NH (O)	
539	SP (NHO)	Ambala - Kalaamb (HR/HP Border)	903	Ambala - Kalaamb	46	Haryana	Medium	4L	NH (O)	
540	SP (NHO)	Yamuna Nagar - Paonta Sahib (HP border)	904	Jagadhri - HR/HP Border	46	Haryana	High	4L	NH (O)	
541	SP (NHO)	Kaithal - Ramnagar	905	Kaithal-Ramnagar Alias Bakshiware (FR) (Lot-2/Hry/Pkg-1) (Package-IV)	38	Haryana	Low		NH (O)	

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542	SP (NHO)	Bilaspur - Jagadhri (Yamunanagar)	906	Bilaspur - Yamunanagar (Lot-2/Hry/Pkg-1) (Pkg-V)	23	Haryana	Medium		NH (O)	
543	SP (NHDP)	Udaipur - Ider	908	Udaipur-RJ/GJ Border	100	Rajasthan	Low	2L PS	NHDP	IV
544	SP (NHDP)	Udaipur - Ider	908	RJ/GJ Border-Idar	54	Gujarat	Low	2L PS	NHDP	IV
545	SP (NHO)	Sriganganagar - Pugal	910	Sriganganagar-Pugal (Package 6)	114	Rajasthan	High	2L PS	NH (O)	
546	SP (NHO)	Bodeli - Halol	917	Bodeli - Halol	52	Gujarat	Low	4L	NH (O)	
547	SP (NHO)	Talegaon - Boripardhi	918	Talegaon-Boripardhi	106	Maharashtra	High	4L	NH (O)	
548	SP (NHO)	Katol - Nagpur - Umred	919	Nagpur-Katol Section (4L, NH(O), 61.1 km, EPC)	60	Maharashtra	High	4L	NH (O)	
549	SP (NHO)	Katol - Nagpur - Umred	919	Nagpur-Umred (4L, Others, 42 km, EPC)	41	Maharashtra	High	4L	NH (O)	
550	SP (NHDP)	Kalyan - Malshej Ghat	920	Kalyan-Malshej Ghat	91	Maharashtra	Medium	4L	NHDP	IV
551	SP (NHO)	Kalaburgi - Ramasamudra	921	Kalaburgi - Ramasamudra	90	Karnataka	Low		NH (O)	
552	SP (NHO)	Phaltan - Baramati - Indapur	922	Baramati-Phaltan	26	Maharashtra	Medium	4L	NH (O)	
553	SP (NHO)	Phaltan - Baramati - Indapur	922	Baramati-Indapur(4L,NH(O),48 km, To Be Determined)	49	Maharashtra	Medium	4L	NH (O)	
554	SP (NHO)	Patas - Baramati - Phaltan	923	Patas-Baramati-Phaltan(4L,NH(O),81 km, EPC)	56	Maharashtra	Medium	4L	NH (O)	
555	SP (NHO)	Govindpur (MH/TG Border) - Rajura	924	Govindpur (MS - Telangana Border)-Rajura	56	Maharashtra	Low	4L	NH (O)	

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Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
556	SP (NHO)	Indapur - Tondale	925	Indapur-Tondale(4L,NH(O),50 km , To Be Determined)	47	Maharashtra	Medium	4L	NH (O)	
557	SP (NHO)	Bhor - Lonand	926	Bhor-Lonand	46	Maharashtra	High	4L	NH (O)	
558	SP (NHO)	Karmala - Tembhurni	927	Karmala-Tembhurni	46	Maharashtra	High	4L	NH (O)	
559	SP (NHO)	Taloda - Dodwe	928	Taloda-Dodwe section of NH-753B 4L,NH(O),38 km , Other)	38	Maharashtra	Low	4L	NH (O)	
560	SP (NHO)	Bamni - MH/TG Border	929	Bamni-MS - Telengana Border	32	Maharashtra	Low	4L	NH (O)	
561	SP (NHO)	Amgaon - Gondia	930	Punwar Tola, Amgaon-Balaghat Road, Gondai	25	Maharashtra	Low	4L	NH (O)	
562	SP (NHO)	Warora - Wani	931	Warora-Wani(4L,NH(O),19 km ,EPC)	18	Maharashtra	Medium	4L	NH (O)	
563	SP (NHO)	Tinthani bridge - Tungabhadra bridge	933	Tinthani bridge - Tungabhadra bridge (Shahpur - Dhadsagur NH-150A)	108	Karnataka	Low		NH (O)	
564	SP (NHO)	Hospet - Sindhur	934	Hospet - Sindhur	95	Karnataka	Medium	4L	NH (O)	
565	SP (NHO)	Bellary - Dhadasagur	936	Dhadasagur – Ballary	52	Karnataka	Medium		NH (O)	
566	SP (NHO)	Jevargi - Shahpur	937	Jevargi-Shahpur	50	Karnataka	Low		NH (O)	
567	SP (NHO)	BC Road to Kateel - Mulky road	938	BC Road to Kateel - Mulky road	48	Karnataka	Low		NH (O)	
568	SP (NHO)	Kenchargalli - Kadechur	939	Kenchargalli - Kadechur	47	Karnataka	Low		NH (O)	
569	SP (NHO)	Shiradi Ghat Tunnel	940	Shiradi Ghat Tunnel	25	Karnataka	Low		NH (O)	
570	SP (NHO)	Vaniyambadi - Harur	942	Vaniyambadi - Harur	80	Tamil Nadu	Medium		NH (O)	
571	SP (NHO)	Salem - Thanjavur	945	Attur - Perambalur	65	Tamil Nadu	Low	2L PS	NH (O)	

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
572	SP (NHO)	Palani - Kodaikanal - Kodaighat	946	Palani - Kodaikanal - Kodaighat	102	Tamil Nadu	Low		NH (O)	
573	SP (NHDP)	Coimbatore - Mettupalayam	947	Sulur Town - Mettupalayam	54	Tamil Nadu	High	4L	NHDP	III
574	SP (NHO)	Dindigul - Karaikudi	949	Kottampatti - Tirupattur	33	Tamil Nadu	Low	2L PS	NH (O)	
575	SP (NHO)	Chengalpattu - Mahabalipuram	950	Chengalpattu/Singaperumalkoil - Mahabalipuram	28	Tamil Nadu	High		NH (O)	
576	SP (NHO)	Hyderabad - Maneguda	957	Hyderabad - Maneguda	46	Telangana	High	4L	NH (O)	
577	SP (NHO)	Kodad - Khammam	958	Kodad - Khammam	33	Telangana	Low	4L	NH (O)	
578	SP (NHO)	Teesta bazar - Pedong - Tody - Chalsa	961	Teesta bazar-Pedong	37	West Bengal	Low	2L PS	NH (O)	
579	SP (NHO)	Teesta bazar - Pedong - Tody - Chalsa	961	Pedong-Tody	35	West Bengal	Low	2L PS	NH (O)	
580	SP (NHO)	Teesta bazar - Pedong - Tody - Chalsa	961	Tody-Chalsa	43	West Bengal	Low	2L PS	NH (O)	
581	SP (NHO)	Joka - Namkhana	962	Joka - Namkhana	90	West Bengal	Medium		NH (O)	
582	SP (NHO)	Siliguri - Sevoke	963	Siliguri-Sevoke	25	West Bengal	Medium		NH (O)	
583	SP (NHO)	Pirpainti (Maheshram) - Godda - Hansdiha - Deoghar	964	Maheshram-Barabandh	49	Jharkhand	Low	4L	NH (O)	
584	SP (NHO)	Pirpainti (Maheshram) - Godda - Hansdiha - Deoghar	964	Barabandh-Hansdiha	45	Jharkhand	Low	4L	NH (O)	
585	SP (NHO)	Chatra - Hazaribagh	965	Chatra-Hazaribagh	70	Jharkhand	Medium		NH (O)	

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Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
586	SP (NHO)	Singhani (Hazaribagh) - DKC (Jarmune / Bagodar)	966	Jarmune-Singhani	50	Jharkhand	Low	4L	NH (O)	
587	SP (NHO)	Kolebira/ Jamtola - Gumla	967	Kolebira/ Jamtola - Gumla	48	Jharkhand	Low		NH (O)	
588	SP (NHO)	Mirzachowki - Farakka	968	4-Laning of Mirzachowki-Farakka section (PKG-I) of NH-80 on HAM mode under NH (O)	43	Jharkhand	Low	4L	NH (O)	
589	SP (NHO)	Mirzachowki - Farakka	968	4-Laning of Mirzachowki-Farakka section (PKG-II) of NH-80 under NH (O)	50	Jharkhand	Low	4L	NH (O)	
590	SP (NHDP)	Jarmundi - Deoghar	969	Jarmundi-Deoghar	38	Jharkhand	Low	4L	NHDP	IV
591	SP (NHO)	Pola - Karma Kalan	970	Pola-Karma Kalan	34	Jharkhand	Low	4L	NH (O)	
592	SP (NHO)	Umagaon - Saharsa	972	Umagaon-Saharsa	105	Bihar	Low	4L	NH (O)	
593	SP (NHDP)	Sahibganj (Jharkhand) - Purnea	976	Narayanpur, Chitauria, Katihar, Dalan, Rautara, Chandi-Bilori	49	Bihar	Low	4L	NHDP	III
594	SP (NHO)	Badnawar - Amarholi	980	Badnawar - Amarholi	37	Madhya Pradesh	Medium		NH (O)	
595	SP (NHDP)	Bilaspur - Katghora	981	Pathrapalli-Katghora	41	Chhattisgarh	High		NHDP	IV
596	SP (NHO)	Champa - Korba - Katghora	982	Champa-Korba	36	Chhattisgarh	Medium		NH (O)	
597	SP (NHO)	Champa - Korba - Katghora	982	Korba-Katghora	42	Chhattisgarh	Medium		NH (O)	
598	BM2 EXP	Pune - Bengaluru EXP	1001	Pune-MH/KT Border	245	Maharashtra	High		BM2	EXP
599	BM2 EXP	Pune - Bengaluru EXP	1001	MH/KT Border-Bangalore	500	Karnataka	High		BM2	EXP

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
600	BM2 EXP	Hyderabad - Bengaluru EXP	1002	TL/AP Border-AP/KT Border	230	Andhra Pradesh	High		BM2	EXP
601	BM2 EXP	Hyderabad - Bengaluru EXP	1002	Hyderabad-TL/AP Border	175	Telangana	High		BM2	EXP
602	BM2 EXP	Hyderabad - Bengaluru EXP	1002	AP/KT Border-Bangalore	105	Karnataka	High		BM2	EXP
603	BM2 EXP	Hyderabad - Nagpur EXP	1003	Hyderabad-TL/MH Border	255	Telangana	High		BM2	EXP
604	BM2 EXP	Hyderabad - Nagpur EXP	1003	TL/MH Border-Nagpur	175	Maharashtra	High		BM2	EXP
605	BM2 EXP	Vijayawada - Bengaluru EXP	1004	Amaravati - Mydukur (Kadapa) - AAE Part 1/2	400	Andhra Pradesh	High	6/8L	BM2	EC
606	BM2 EXP	Varanasi - Ranchi - Kolkata EXP	1005	JH/WB Border-Kolkata	235	West Bengal	High		BM2	EXP
607	BM2 EXP	Varanasi - Ranchi - Kolkata EXP	1005	BH/JH Border-JH/WB Border	135	Jharkhand	High		BM2	EXP
608	BM2 EXP	Varanasi - Ranchi - Kolkata EXP	1005	UP/BH Border-BH/JH Border	-	Bihar	High		BM2	EXP
609	BM2 EXP	Varanasi - Ranchi - Kolkata EXP	1005	Varanasi-UP/BH Border	-	Uttar Pradesh	High		BM2	EXP
610	BM2 EXP	Chennai - Trichy EXP	1006	Chennai-Trichy (with spur to Thanjavur)	310	Tamil Nadu	High		BM2	EXP
611	BM2 EXP	Indore - Mumbai EXP	1007	Indore-MP/MH Border	160	Madhya Pradesh	High		BM2	EXP
612	BM2 EXP	Indore - Mumbai EXP	1007	MP/MH Border-Dhule	75	Maharashtra	High		BM2	EXP
613	BM2 EXP	Pune - Ahmednagar - Aurangabad EXP	1008	Pune-Ahmednagar-Aurangabad	220	Maharashtra	High		BM2	EXP
614	BM2 EXP	Santhore (Mehsana) - Ahmedabad EXP	1009	Mehsana - Ahmedabad	55	Rajasthan	High		BM2	EXP

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
615	BM2 EXP	Bengaluru - Mysore EXP	1010	Mysore-Bangalore	130	Karnataka	High		BM2	EXP
616	BM2 EXP	Kharagpur - Kolkata EXP	1011	Kharagpur-Kolkata	120	West Bengal	High		BM2	EXP
617	BM2 EC	Jhansi - Raipur	1101	Jhansi-MP/CG Border	545	Madhya Pradesh	Medium		BM2	EC
618	BM2 EC	Jhansi - Raipur	1101	MP/CG Border-Raipur	149	Chattisgarh	Medium		BM2	EC
619	BM2 EC	Bengaluru - Kadappa - Vijayawada	1102	KT/AP Border - Madanapalle	13	Andhra Pradesh	High	4L	BM2	EC
620	BM2 EC	Bengaluru - Kadappa - Vijayawada	1102	Kadapa-Madnapalle	120	Andhra Pradesh	High		BM2	EC
621	BM2 EC	Bengaluru - Kadappa - Vijayawada	1102	Hoskote - Chintamani	48	Karnataka	High	4L	BM2	EC
622	BM2 EC	Bengaluru - Kadappa - Vijayawada	1102	Chintamani - KT/AP Border	43	Karnataka	High	4L	BM2	EC
623	BM2 EC	Bareilly - Ludhiana (Saharanpur)	1103	Bareilly-UP/HR Border	240	Uttar Pradesh	High		BM2	EC
624	BM2 EC	Bareilly - Ludhiana (Saharanpur)	1103	HR/PB Border-Saharanpur	30	Punjab	High		BM2	EC
625	BM2 EC	Gorakhpur - Bareilly	1104	Gorakhpur-Bareilly	450	Uttar Pradesh	High		BM2	EC
626	BM2 EC	Nellore - Warangal	1105	TL/AP Border-Nellore	270	Andhra Pradesh	High		BM2	EC
627	BM2 EC	Nellore - Warangal	1105	Warangal-TL/AP Border	156	Telangana	High		BM2	EC
628	BM2 EC	Patna - Rourkela	1106	BH/JH Border-JH/OD Border	255	Jharkhand	Medium		BM2	EC
629	BM2 EC	Patna - Rourkela	1106	Patna-BH/JH Border	145	Bihar	Medium		BM2	EC
630	BM2 EC	Patna - Rourkela	1106	JH/OD Border-Rourkela	13	Odisha	Medium		BM2	EC
631	BM2 EC	Kolhapur - Ahmednagar	1107	Kolhapur-Ahmednagar (with spur to Satara)	300	Maharashtra	High		BM2	EC

Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
632	BM2 EC	Thajavur (Pilaiyarpatti) - Tuticorin	1108	Pillayaripatti - Tuticorin	160	Tamil Nadu	High		BM2	EC
633	BM2 EC	Delhi - Saharanpur (Greenfield)	1109	Saharanpur - Shamli	68	Uttar Pradesh	Medium	4L	BM2	EC
634	BM2 EC	Delhi - Saharanpur (Greenfield)	1109	Shamli - Baghpat	62	Uttar Pradesh	Medium	4L	BM2	EC
635	BM2 EC	Delhi - Saharanpur (Greenfield)	1109	Baghpat - Delhi	28	Uttar Pradesh	Medium	4L	BM2	EC
636	BM2 ICR	Solapur - Belgaum	1201	Solapur - Belgaum	260	Karnataka	Medium		BM2	ICR
637	BM2 ICR	Muzzafarnagar - Hisar	1202	UP/HR Border-Hisar	160	Haryana	High		BM2	EC
638	BM2 ICR	Muzzafarnagar - Hisar	1202	Muzzafarnagar-UP/HR Border	40	Uttar Pradesh	High		BM2	EC
639	BM2 ICR	Narnaul - Hisar	1203	RJ/HR Border-Hisar	140	Haryana	High		BM2	EC
640	BM2 ICR	Narnaul - Hisar	1203	Alwar-RJ/HR Border	60	Rajasthan	High		BM2	EC
641	BM2 ICR	Asansol - Bhagalpur	1204	Asansol - Bhagalpur	180	Bihar	Medium		BM2	ICR
642	BM2 ICR	Varanasi - Gorakhpur (Greenfield)	1205	Varanasi - Gorakhpur	170	Uttar Pradesh	Medium		BM2	ICR
643	BM2 ICR	Hyderabad (Huliyar) - Mysore	1206	Mysore - Huliyar	160	Telangana	High		BM2	EC
644	BM2 ICR	Sangrur - Hansi	1207	Sangrur - Moonak Mandi	65	Haryana	Medium		BM2	ICR
645	BM2 ICR	Sangrur - Hansi	1207	Moonak Mandi - Tohana	14	Haryana	Medium		BM2	ICR
646	BM2 ICR	Sangrur - Hansi	1207	Tohana - Uklana Mandi	31	Haryana	Medium		BM2	ICR
647	BM2 ICR	Sangrur - Hansi	1207	Uklana Mandi - Barwala	15	Haryana	Medium		BM2	ICR
648	BM2 ICR	Sangrur - Hansi	1207	Barwala - Hansi	29	Haryana	Medium		BM2	ICR
649	BM2 ICR	Mydukur (Kadapa) - Anantapur	1208	Mydukur (Kadapa) - Anantapur - AAE Part 2/2	120	Andhra Pradesh	High	4L	BM2	ICR

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Sr. No.	Classification	Corridor Name	Corridor Code	Project Name	Length (km)	State	Priority	End Lane Status	Program	Phase
650	BM2 ICR	Madanapalle - Tirupati	1209	Madanapalle - Cherlopalli	107	Andhra Pradesh	Medium	4L	BM2	ICR



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

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHA/Planning/EC/Misc./2017/112018

Dated : 24.01.2018

Office Memorandum

Subject: Optimization of Economic corridors in the States of Punjab, Haryana, Rajasthan and Gujarat identified under Bharatmala Pariyojana

Please find enclosed minutes of meeting held on 10.01.2018 at 5.00 p.m. under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi for optimizing of various Economic corridors in the States of Punjab, Haryana, Rajasthan and Gujarat identified under Bharatmala Pariyojana for reference and further necessary action

V. K. Joshi

(V. K. Joshi)

GM (Tech), Bharatmala

To

1. Member (F)
2. Member (P)
3. Member (PPP)
4. Member (P)
5. Member (T)
6. CGM (T), Punjab & Haryana
7. CGM (T), Gujarat
8. CGM (T), Rajasthan
9. CGM (T), Uttar Pradesh
10. R.O., NHA, Chandigarh
11. R.O., NHA, Lucknow
12. R.O., NHA, Jaipur
13. R.O., NHA, Gandhinagar

Copy for information to:

1. PS to Hon'ble Minister (RT&H, S)
2. PPS to Secretary (RT&H)
3. PPS to Chairman, NHA
4. DG (RD) &SS
5. ADG-I
6. ADG-II
7. JS (Highways)
8. CE (Planning)
9. CE (Zone-I)
10. CE (Zone-II)

400.

Copy also to:

1. R.O., MoRT&H, Chandigarh
2. R.O., MoRT&H, Lucknow
3. R.O., MoRT&H, Jaipur
4. R.O., MoRT&H, Gandhinagar

Minutes of the Meeting held on 10.01.2018 in Transport Bhavan, New Delhi under the Chairmanship of Secretary (RT&H) for optimizing Economic corridors in the States of Punjab, Haryana, Rajasthan and Gujarat identified under Bharatmala Pariyojana

A meeting was held on 10.01.2018 at 5.00 p.m. under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi for optimizing of various Economic corridors in the States of Punjab, Haryana, Rajasthan and Gujarat identified under Bharatmala Pariyojana. This meeting was attended by the following officials:

- (i) Secretary, MoRTH – In Chair
- (ii) Sh. Rohit Kumar Singh, Member (F), NHAI
- (iii) Sh. Niraj Verma, Member (PPP), NHAI
- (iv) Sh. R.K. Pandey, Member (P), NHAI
- (v) Sh. A. K. Ghosh, JS (H), MoRT&H
- (vi) Sh. Manoj Kumar, CGM(T), NHAI
- (vii) Sh. L.P. Padhy, CGM (T), NHAI

2. At the outset, Secretary (RT&H) welcomed all the participants. Thereafter, the issue of optimizing various Economic corridors, Inter corridor routes and Feeder routes in the states of Punjab, Haryana, Rajasthan and Gujarat identified under the Bharatmala Pariyojana was discussed in order to enable efficient freight movement originating at the industrial clusters of Ludhiana, Jalandhar, Amritsar, Bilaspur bound towards the consumption clusters such as Delhi, Mumbai, Vadodara and the key ports in the west coast such as JNPT, Kandla and Mundra. Discussion held and decisions taken during the meeting are as under:

(i) Amritsar-Jamnagar (Economic Corridor):

The proposed Economic Corridor starts from Amritsar and terminates at Jamnagar via Faridkot – Bhatinda – Sri Ganganagar – Nagaur – Jodhpur – Panchpadra – Sanchor – Radhanpur – Samkhayali (1316 km). It was also noted that two more Economic Corridors have been proposed from Tharod – Sanchor – Phalodi (394 km) and Nagaur – Hanumangarh – Mandi Dabwali (387 km) with feeder to Bhatinda (40 km). All the three economic corridor routes were discussed and it was noted that developing a straight crow-flight alignment connecting Bhatinda with Radhanpur and spurs to all the identified nodes would provide the most efficient connectivity and the shortest route for the identified OD-pairs. Spur connectivity shall be given from the economic corridor to the major cities such as Sri Ganganagar, Hanumangarh, Suratgarh, Bikaner, Nagaur, Phalodi, Jodhpur, Panchpadra, Sanchor from the proposed corridor. It was also decided that the proposed Amritsar – Jamnagar Economic Corridor shall be through the Bhatinda – Radhanpur alignment and the other two Economic Corridors shall be dropped from Phase I of Bharatmala Pariyojana. It was, therefore, directed that DPR be prepared accordingly.

(ii) Ludhiana-Ajmer (Economic Corridor):

The proposed Economic Corridor starts from Ludhiana and terminates at Ajmer via Sangrur – Hisar – Churu – Sikar – Kishangarh (618 km). It was mentioned that a DPR study has also been taken up by the Rajasthan Division of NHAI with proposed route from Jalandhar to Ajmer via Moga –

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Bathinda – Hanumangarh – Fatehpur –Kishangarh. It was discussed that a crow-flight alignment from Bhatinda/Sangrur to Kishangarh/Ajmer with spur to all the transit nodes will reduce the corridor length by about 100km. It was, therefore decided Rajasthan Division shall prepare the DPR with a crow-flight alignment connecting Sangrur/Bhatinda in Punjab with Kishangarh/Ajmer in Rajasthan and Bharatmala Division shall prepare DPR for Malerkotla to Sangrur.

(III) Delhi-Saharanpur-Bilaspur (Economic Corridor):

The proposed Economic Corridor starts from Bilaspur and terminates at Delhi via Yamunanagar-Saharanpur – Roorkee – Muzaffarnagar – Meerut (302 km) with a feeder route to Dehradun (60 km). The ministry has recently upgraded the State Highway from Delhi to Saharanpur via Bagpat – Shamli as a National Highway as it provides shorter connectivity between Delhi and Saharanpur and alternate connectivity to Dehradun. It was decided that the proposed Economic Corridor from Delhi to Bilaspur shall have the alignment connecting Bagpat, Shamli and Saharanpur with spurs to Meerut and Muzzafarnagar. In addition, spur connectivity may be provided to Panipat and Sonipat from the proposed corridor to enable first and last mile connectivity.

(iv) Delhi-Jaipur-Udaipur-Ahmedabad-Vadodara-Mumbai (National Corridor):

At present, the traffic from Delhi to Vadodara/Surat/Mumbai is following the existing National Corridor (Golden Quadrilateral). Considering the present state of traffic and developable capacity of the Corridor, an alternative alignment connecting Delhi with Vadodara needs to be developed. An expressway is planned and being developed in the Vadodara – Mumbai section. It was observed that development of NH-248A is being taken by NHAI from Gurgaon-Sohna-Haryana/ Rajasthan Border. This was deliberated further and noted that an alternative straight crow-flight Greenfield alignment can be developed from Haryana/Rajasthan Border to Vadodara via Kota – Banswara - Godra. This will provide a shorter alternative to the existing Corridor by reducing the distance by 150km. In addition, the feeder routes running parallel to the proposed alignment such as Sikandra - Rewari - Branch 1 (Bamanpura to Bhiwadi) ,Sikandra – Rewari Branch 2 (Alwar – Shahpura), Jaipur – Agra Branch (Rajgarh – Mahwa) may be optimized with spurs to important towns such as Alwar, Bhamanpura, Bhankri from the proposed corridor for first and last mile connectivity. The Bharatmala division of NHAI was asked to modify the scope of the DPR consultants accordingly.

It was also discussed that the travel distance between Udaipur - Vadodara in the State of Gujarat can be reduced by 50 km by developing a green-field alignment from Modasa/Shamlaji to Vadodara. It was decided DPR be prepared for straighter alignment connecting Vadodara with Shamlaji /Modasa under National corridor efficiency improvement.

(V) Amritsar-Jalandhar-Ludhiana-Ambala-Panipat-Delhi (National Corridor):

At present, all the traffic originating from Amritsar/Jalandhar/Ludhiana bound towards Delhi is following the existing NH-44 (North – South Corridor). Considering the present state of traffic and further expansion potential of this Highway, it was decided that an alternative route needs to be developed to diversify traffic from Amritsar/Jalandhar/Ludhiana to Delhi. It was observed that Amritsar/Jalandhar/Ludhiana via Barnala – Sangrur –Narwana – Jind – Gohana - Delhi provides an

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alternate alignment and the Highway is well developed except in the Zira – Moga and Jind – Delhi section. It was, accordingly decided that DPR for 4-laning from Zira - Moga section (existing Punjab MDR) and Jind - Gohana - Kharkodha ending at UER II be prepared.

It was also discussed that all traffic originating from Himachal Pradesh, Chandigarh & Ambala and bound to Vadodara-Mumbai & Kandla/Mundra needs to move in NH44 crossing Delhi. A major logistic hub is being developed near Nangal Chaudhary; in this background, it was decided DPR be prepared for a straight crow-flight greenfield alignment connecting Pehowa to Kotputli. The proposed corridor from Ambala – Nangal Chaudhary would take traffic from Himachal Pradesh, Chandigarh & Ambala bound for Gujarat/Maharashtra to Kotputli bypassing Delhi thereby decongesting Ambala - Delhi section of NH-44 and Delhi- Kotputli section of NH-8.

3. It was further decided that since all these corridors would be carrying large amount of freight traffic, these should be designed to accommodate truck-trains and be developed in a manner that they are 4-lane "access-controlled corridors", expandable to 8-lane configuration for maximum capacity in future. Also decided that the CCEA shall be apprised of the proposed alignments in the upcoming biannual update to the CCEA.

4. The meeting ended with a thanks to the chair.

V. Srinivas

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No. NH-35014/07/2018-H
Government of India
Ministry of Road Transport & Highways
(Highways Section)

Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated: 18 February, 2018

To,

The Chairman
National Highways Authority of India
G-5&6, Sector-10, Dwarka
New Delhi- 110075

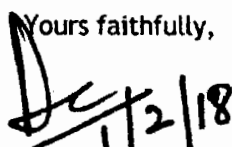
[kind attn.: Shri Manoj Kumar, CGM (T/Bharatmala)]

Subject: Optimizing Economic Corridor in the States of Karnataka, Andhra Pradesh, Tamil Nadu and Kerala identified under Bharatmala Pariyojana- reg.

Sir,

A meeting has been held on 19.01.2018 in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimizing Economic Corridor in the States of Karnataka, Andhra Pradesh, Tamil Nadu and Kerala identified under Bharatmala Pariyojana. The minutes of the meeting is forwarded herewith for pursuance and necessary action.

Yours faithfully,


(Debjani Chakrabarti)
Director (Highways)
Telephone: 23718575

Encls: As above.

To:

1. Sr. PPS to Secretary (RT&H), MoRTH
2. PPS to Joint Secretary (Highways), MoRTH
3. PS to Member(P), NHAI, Dwarka, New Delhi
4. Shri Alok Dipankar, CGM (Tech), NHAI, Dwarka, New Delhi

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Minutes of the Meeting held on 19.01.2018 in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for optimizing Economic corridors in the States of Karnataka, Andhra Pradesh, Tamil Nadu and Kerala identified under Bharatmala Pariyojana

A meeting was held on 19.01.2018 at 12.00 p.m. under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi for optimization of various Economic corridors in the States of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana and Kerala identified under Bharatmala Pariyojana. Following were present in the meeting:

- (i) Secretary, MoRTH - In Chair
- (ii) Sh. R.K. Pandey, Member (P), NHAI
- (iii) Sh. A. K. Ghosh, JS (H), MoRTH
- (iv) Sh. Alok Deepankar, CGM (T), NHAI
- (v) Sh. Manoj Kumar, CGM (T), NHAI

2. At the outset, Secretary (RT&H) welcomed all the participants. Thereafter, the issue of optimization of various Economic corridors, Inter-corridor routes and Feeder routes in the states of Tamil Nadu, Karnataka, Andhra Pradesh, Telangana and Kerala identified under the Bharatmala Pariyojana were discussed in order to enable efficient freight and passenger movement. Discussions held and decisions taken during the meeting are as under:

2.1 Bengaluru - Mangaluru (Economic Corridor), Mangaluru-Raichur (Economic Corridor) & Mangaluru - Chitradurga (Inter-Corridor Route):

The proposed Bengaluru - Mangaluru Economic Corridor starts from Bengaluru and terminates at Mangaluru via Kunigal - Nelligere - Hassan. The Mangaluru - Raichur Economic Corridor starts from Mangaluru and terminates at Raichur via Hassan - Hiriyur - Bellary. The section from Hassan to Mangaluru is common across these two economic corridors and crosses the Western Ghats through Shiradi Ghat. It was also noted that an Inter-corridor route Mangaluru - Chitradurga starting from Mangaluru terminating at Chitradurga via Chikmangaluru crosses the Western Ghats through Charmadi Ghat. Development of these Economic Corridors and the Inter-Corridor Route in the current alignment would require tunneling at Shiradi Ghat and Charmadi Ghat (25 km distance). It was, therefore, decided to develop a common green-field alignment between Mudigere and Bantawal through the mountain pass between Shiradi Ghat and Charmadi Ghat and connect Hassan to Mudigere.

2.2 Bengaluru - Nellore & Chennai - Kurnool (Economic Corridor):

The proposed Bengaluru - Nellore Economic Corridor starts from Bengaluru and terminates at Nellore via Kolar - Chittoor - Renigunta. The proposed Chennai - Kurnool Economic Corridor starts from Chennai and terminates at Kurnool via Puttur - Renigunta - Kadappa - Nandyal. It was noted that the section from Nagari to Renigunta (as part of Chennai - Tirupati) has been developed under NHDP. Hence, if Nagari - Chennai (thatchur) with a spur to Chittoor section gets developed as part of Chennai - Kurnool corridor, it would offer alternate connectivity between Chennai & Bengaluru/Chittoor. It was noted that the container traffic originating from Bangalore and bound towards the ports in North Chennai (Ennore and Kattupalli) currently passes through the already congested Chennai



Bypass (60,000 PCUs) and the State Government of Tamil Nadu is developing the Northern Port Access Road from Thatchur to the ports at Ennore and Kattupalli, hence, Chittoor - Thatchur would give direct port connectivity to Bengaluru/ Chittoor.

2.3 Bengaluru - Chennai (National Corridor) & Bengaluru - Kanyakumari (National Corridor):

Bangalore - Hosur - Krishnagiri section is a common section for both the Golden Quadrilateral and North-South Corridor. This section currently carries over 85,000 PCUs and cannot be augmented further. Hence, an alternate alignment has to be developed segregating Bengaluru - Chennai traffic from Bengaluru - Kanyakumari traffic to decongest this portion. It was decided that the proposed Satellite Town Ring Road (STRR) for Bangalore shall also cover Hosur and an alternate route from Hosur to Dharmapuri via Rayyakottai be developed as part of National Corridor efficiency improvement bypassing Hosur - Krishnagiri stretch to segregate Bengaluru - Kanyakumari traffic from Bengaluru - Chennai traffic. This would also lead to reduction in distance by about 15 kms between Hosur to Dharmapuri.

2.4 Chennai - Krishnagiri - Salem (National Corridor) & Chennai - Madurai (Economic Corridor):

- (i) The traffic from Chennai bound to Salem/ Coimbatore and Pallakad (Kerala) currently use the Chennai - Krishnagiri section of the Golden Quadrilateral (Chennai - Bengaluru) and the Krishnagiri - Salem section of the North - South corridor or the Chennai - Tindivanam - Ulundurpet section of the Chennai - Madurai Economic corridor and the Ulundurpet - Salem Inter-corridor route, thereby congesting Chennai - Krishnagiri section of Golden Quadrilateral and Chennai - Tindivanam (72,000 PCU) - Ulundurpet (47,000 PCU) section of the Chennai - Madurai Economic Corridor. Accordingly, it was decided that instead of 6/8 laning of Tindivanam - Trichy section, a crow-flight green-field alignment be developed between Chennai and Salem via Harur under National Corridor Efficiency Improvement. This will not only reduce the distance between Chennai and Salem/Coimbatore by 40 km but also diversify the traffic from the congested Chennai - Krishnagiri section of Golden Quadrilateral and Chennai - Ulundurpet section of the Chennai - Madurai Economic Corridor.
- (ii) It was also observed that instead of 6/8 Laning of Tovarankuruchi - Melur - Madurai section (64 km) of the Chennai - Madurai Economic Corridor, it would be better to develop Tovarankuruchi - Natham section (27 km) as the Madurai - Natham stretch is already being developed as a feeder-route, which will reduce the Trichy - Madurai distance by 8 km and would result into diversification of traffic from Tovarankuruchi to Madurai via Natham and via Melur.

2.5 Melur - Thanjavur (Inter Corridor Route):

The proposed Inter-corridor Route starts from Melur and terminates at Thanjavur via Thirumayam-Pudukkottai. It was noted that the sections between Thanjavur - Kumbakonam (Thanjavur - Vikravandi Project), Chennai - Sirkazhi (Chennai - Pondicherry feeder route, Villupuram- Nagappattinam project) are being developed as part of NHDP and Bharatmala Pariyojna. It was decided to extend the Inter-corridor route upto Sirkazhi (by developing



Kumbakonam - Sirkazhi section (56 km) via Mayiladuthurai, Vaitheeshvarankoil) to provide alternate connectivity from Thanjavur/ Kumbakonam to Chennai through the coastal road.

2.6 Bengaluru - Malappuram (Economic Corridor):

- i) The proposed Economic Corridor starts from Bengaluru and terminates at Malappuram via Mandya - Mysore - Gudalur - Nilambur. The section between Mysore and Gudalur passes through the Bandipur National Park and Tiger Reserve and Mudumalai reserved forest with traffic restrictions at night. A committee has been constituted under the chairmanship of Secretary, MoRTH on the directions of the Hon'ble Supreme Court to assess various alignment options to minimize the distance through Bandipur National Park and Tiger Reserve and the reserved forest areas. It was decided that the alternate alignment options through the narrow section of core zone of Bandipur National Park and Tiger Reserve with underpasses/ elevated structures for crossing of animals and fencing along the highway in core zone to minimize the disruption to wildlife movement be explored and finalized within a month.
- ii) Presently, NH 948/NH 209 connecting Dindigul to Bengaluru is being developed under NHDP. It was decided to extend existing the National Highway from Malavalli to Mysore (49km) (to offer alternate connectivity between Bengaluru and Mysore) and also study the possibility of connecting Chamrajnagar and Satyamangalam by 4/6 road through a mountain pass/ tunnel to offer alternate connectivity between Karnataka and Kerala.

2.7 Mumbai - Kanyakumari (Economic Corridor):

The proposed Economic Corridor starts from Mumbai and terminates at Kanyakumari via Panaji - Ankola - Honnavar - Mangaluru - Kanur - Kozhikode - Cochin - Kollam - Thiruvananthapuram. It was observed that the land acquisition for upgradation of the corridor in the section between Cochin and Thiruvanthapuram has been a major challenge in the past. It was decided that the possibility of upgradation of Cochin and Thiruvananthapuram section of the Economic Corridor through the alternate alignment of Main Central Road, Kerala from Angamaly via Kottayam (SH-1), Kottarakkara (NH-183), to Thiruvananthapuram (SH-1) be explored.

3. It was decided that the CCEA shall be apprised of the proposed alignments in the upcoming biannual update to the CCEA.
4. The meeting ended with a vote of thanks to the chair.

No. NH-35014/07/2018-H
Government of India
Ministry of Road Transport & Highways
(Highways Section)

Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated: 7th February, 2018

Office Memorandum

Subject: Optimizing Economic Corridor in the State of Madhya Pradesh identified under Bharatmala Pariyojana- reg.

A meeting has been held on 19.01.2018 in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimizing Economic Corridor in the State of Madhya Pradesh identified under Bharatmala Pariyojana. The minutes of the meeting is forwarded herewith for pursuance and necessary action.


(Debjani Chakrabarti)
Director (Highways)
Telephone: 23718575

Encls: As above.

To:

1. Sh. Mohammed Suleman, Principal Secretary, Government of Madhya Pradesh
2. Shri B. P. Ahuja, MD, MPRDC
3. Shri. Virender Kaul, ADG-IV, MoRTH
4. Shri Rohit Kumar Singh, Member (Finance), NHAI, Dwarka, New Delhi
5. Shri D. K. Sharma, CE-RO Bhopal
6. Shri Ajmer Singh, CGM (Tech), NHAI, Dwarka, New Delhi
7. Shri Manoj Kumar, CGM (Tech), NHAI, Dwarka, New Delhi
8. Shri Anil Chansauria, E-in-C, MPRDC
9. Shri Akhilesh Aggarwal, E-in-C, MP PWD
10. Shri G. P. Katara, CE (NH), MP PWD
11. Shri Sriram Mishra, GM, MPRDC
12. Shri Ravinder, General Manager (Tech), NHAI, Dwarka, New Delhi
13. Shri V. K. Joshi, GM (Tech), NHAI, Dwarka, New Delhi
14. Shri Rohin Kumar Gupta, DGM (Tech), NHAI, Dwarka, New Delhi



Copy for information:

1. Sr. PPS to Secretary (RT&H), MoRTH
2. Sr.PPS to DG(RD) & SS, MORTH
3. PPS to Joint Secretary (Highways), MoRTH
4. PS to Director (Highways), MoRTH

Minutes of the Meeting held on 19.01.2018 in Transport Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for optimizing Economic corridors in the State of Madhya Pradesh identified under Bharatmala Pariyojana.

A meeting was held on 19.01.2018 at 11.00 a.m. under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi to consider optimization of various Economic corridors in the State of Madhya Pradesh identified under Bharatmala Pariyojana. List of Participants is at Annexure-1.

2. At the outset, Secretary (RT&H) welcomed all the participants. Thereafter, a presentation was made by Principal Secretary to Government of Madhya Pradesh, Public Works Department, Government of Madhya Pradesh, regarding various Economic corridors, Inter-corridor routes and Feeder routes in the state of Madhya Pradesh identified under the *Bharatmala Pariyojana*. Discussions held and decisions taken during the meeting are as under:

2.1 Kandla-Sagar (Economic Corridor):

- (i) The proposed Kandla-Sagar Economic Corridor starts from Kandla in Gujarat and terminates at Sagar in Madhya Pradesh via Ahmedabad-Godhra-Dahod-Indore-Bhopal. Principal Secretary, MP, PWD submitted that development of MP-Gujarat Border to Indore section was already under implementation. He submitted that the State Government proposed to construct a green-field expressway connecting the two major economic hubs of Indore and Bhopal. State Government has already initiated the process for appointment of DPR consultant for the proposed green-field expressway and would be agreeable to acquire the land for the said road at its own cost. He requested that the proposal for construction of green-field Indore-Bhopal expressway may be considered under grand challenge mechanism as State Government is committing to incur the cost of Land acquisition for the expressway in place of the proposed road. The State's proposal was agreed with the direction that the State Government would share the Feasibility Assessment of the proposed expressway by March, 2018.
- (ii) Principal Secretary, MP PWD further mentioned that the route alignment for the Bhopal-Sagar section of the Economic Corridor had been proposed via Raisen-Sanchi-Vidisha. He mentioned that the distance between Bhopal-Sagar could be reduced further by about 15-20 km by following a shorter and straighter alignment via Salamatpur-Sanchi. He further mentioned that $\frac{3}{4}$ quarter of the bypass to Bhopal connecting NH-36 (Devas-Bhopal Road) to NH-46 (Bhopal-Betul Road) on



northern side had already been constructed. Providing ¼th quarter bypass on southern side connecting NH-46 with NH-36 will serve the purpose of Ring Road to Bhopal. This was discussed and agreed. It was decided that the DPR for the Bhopal-Sagar section shall be got prepared with modified route alignment via Salamatpur-Sanchi including the scope of ¼ quarter bypass to Bhopal City on the southern side connecting NH-46 with NH-36 to serve the purpose of Ring Road to Bhopal.

2.2 Sagar-Varanasi (Economic Corridor):

The proposed Sagar-Varanasi Economic Corridor starts from Sagar in Madhya Pradesh and terminates at Varanasi in Uttar Pradesh via Katni-Rewa. Principal Secretary, MP, PWD mentioned that the Sagar-Damoh-Katni section of this Economic Corridor is an intermediate/ 2-lane State Highway developed on BOT mode by the State Government. The present traffic on this stretch is very less and it would be difficult for the State Government to buy-back the BOT Concession. Principal Secretary submitted that MORTH (through MPRDC) and NHAI had already taken up the development of Bhopal-Jabalpur and Jabalpur-Katni section on EPC mode to 4-lanes under NHDP. The completion of these works will provide alternate route to Varanasi. He, therefore, requested to modify the Economic Corridor to Bhopal-Jabalpur-Katni-Varanasi instead of Sagar-Varanasi route in the SOP. In view of the present status of low traffic on Sagar-Damoh-Katni section and on-going development of alternate Bhopal-Jabalpur-Katni NH, the modified route alignment for the economic corridor requested by State Government was agreed.

2.3 Godhra-Khargone (Economic Corridor):

The proposed Godhra-Khargone Economic corridor starts from Godhra in Gujarat and terminates at Khargone in Madhya Pradesh via Halol-Chota Udaypur. Principal Secretary mentioned that the stretch does not carry enough traffic and requested for de-prioritizing the corridor. This was discussed and it was noted that the proposed Economic Corridor, once developed, would provide an alternate and straighter connectivity to Ahmedabad, Vadodara with Nagpur via Khargone-Khandwa-Betul. It was further mentioned that DPR preparation for Khandwa-Betul Feeder route was also under progress. It was, therefore, decided that the DPR for development of Godhra-Khargone Economic corridor may be completed as proposed and the Khandwa-Betul feeder route may be further extended up to Khargone.

2.4 Vidisha-Malthone (Inter-Corridor Route):

The proposed Vidisha-Malthone (Inter Corridor Route) starts from Vidisha and terminates at Malthone near MP/UP Border on North-South National Corridor via Bina Refinery. Principal Secretary mentioned that the stretch from Melhua Choraha to Malthone via Bina had been developed on BOT mode and it would be difficult for the State Government to buy-back the BOT Concession. This was discussed and it was decided that DPR for green-field alignment connecting Melhua Choraha to Lalitpur in Uttar Pradesh on North-South National Corridor with link road/ spur to Bina Refinery may be got prepared from the appointed DPR Consultant.

2.5 Kannod-Astha (Inter Corridor Route):

Principal Secretary submitted that the proposed inter-corridor is an important corridor connecting Ahmedabad-Nagpur and Kandla-Sagar Economic Corridors and requested for development of the same as proposed. Principal Secretary further submitted that extending the inter corridor from Kannod to Khandwa and Astha to Pratapgarh (Rajasthan/ MP Border) via Mandsaur-Agar-Sujalpur-Sarangpur will provide effective inter-connectivity between Indore-Chittorgarh, Jaipur-Indore, Ahmedabad-Nagpur, Kandla-Sagar and Agra-Mumbai Economic Corridors. After discussions, it was decided that the DPR for the Kannod-Astha Inter corridor may be completed as proposed and the extension of the corridor to Khandwa and Pratapgarh may be examined separately.

2.6 Additional Routes and Bypasses:

- (i) Principal Secretary, MP, PWD mentioned that Batera-Patharia feeder route is not an important route while substantial portion of Raisen-Patharia economic corridor is under implementation under NHDP or completed under North-South National Corridor. He requested for consideration of new routes, viz.
 - (a) Sehore-Nasrullaganj-Budni Inter corridor route (120 km) connecting Sehore on Kandla-Sagar Economic corridor with Budni on Bhopal-Betul Inter corridor, and
 - (b) Hoshangabad-Pipariva-Gadrawara-Narsinghpur-Shahpura (in-principle declared NH connecting to Jabalpur - 213 km).

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After discussions, it was decided that DPR for development of Sehore-Nasrullaganj- Budni may be got prepared from the existing DPR consultant for providing an alternate connectivity bypassing Bhopal-Obaidullaganj. As regards, Hoshangabad-Pipariva-Gadrawara-Narsinghpur-Shahpura, the road stretch is already 'in principle NH' and decision for development of this section would be considered based on the outcome of the DPR.

- (ii) Principal Secretary, MP PWD mentioned that Rewa-Sidhi section of NH-39 (old NH No.75) had been transferred to NHAI after development to 2-lane with paved shoulder while 4-laning of Sidhi-Singroli section of NH-39 (old NH No.75) is under implementation on BOT Toll by MPRDC. Recently, NHAI has initiated the process for invitation of bids for construction of 4-lane tunnel and Churhat bypass on Rewa-Sidhi section. In view of the upcoming power and cement plants in this region of the state, it was requested that NHAI may consider 4-laning of the balance Rewa-Sidhi section so as to have continuous 4-lane connectivity from Rewa-Sidhi-Singrauli. It was decided that NHAI may take-up 4-laning of this section as it will complete the corridor.
- (iii) Principal Secretary, MP, PWD requested for construction of Jabalpur bypass (balance ¼ quarter), Gwalior bypass (Western side), Indore bypass (Western side) and Sagar bypass (Western side) to complete the Ring Roads to these cities, Orcha bypass on Kahdla-Sagar economic corridor in lieu of Sehor bypass and flyover in Morena town. NHAI informed that the DPR preparation for the above bypasses will be taken up under efficiency improvement of national corridors and the same had already been included in the scope of the appointed DPR consultants. The same will be prioritized, accordingly.
3. It was decided that the CCEA shall be apprised of the proposed alignments in the upcoming biannual update to the CCEA.
4. The meeting ended with a vote of thanks to the chair.



Annexure-1

List of participants in the meeting held on 19.01.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for optimizing Economic corridors in the State of Madhya Pradesh identified under Bharatmala Pariyojana

Ministry of Road Transport and Highways

- (i) Secretary, MoRTH - In Chair
- (ii) Sh. Manoj Kumar, DG(RD) & SS
- (iii) Sh. Virender Kaul, ADG
- (iv) Sh. A. K. Ghosh, JS (H)
- (v) Sh. D. K. Sharma, CE-RO Bhopal

National Highways Authority of India

- (i) Sh. Rohit Kumar Singh, Member (F)
- (ii) Sh. Ajmer Singh, CGM (T)
- (iii) Sh. Manoj Kumar, CGM (T)
- (iv) Sh. Ravinder, GM (T)
- (v) Sh. V. K. Joshi, GM (T)
- (vi) Sh. Rohin Kumar Gupta DGM (T)

Public Works Department, Madhya Pradesh

- (i) Sh. Mohammed Suleman, Principal Secretary, Govt of Madhya Pradesh
- (ii) Sh. B. P. Ahuja, MD, MPRDC
- (iii) Sh. Anil Chansauria, E-in-C, MPRDC
- (iv) Sh. Akhtesh Aggarwal, E-In-C, MP PWD
- (v) Sh. G. P. Katara, CE(NH), MP PWD
- (vi) Sh. Sriram Mishra, GM, MPRDC



No. RW/G-23011/1/2017-W&A (Pt.)
Government of India
Ministry of Road Transport & Highways
 Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated, the 16th February, 2018

OFFICE MEMORANDUM

Subject: Minutes of Meeting held under the Chairmanship of Secretary (RT&H) at 5:00 PM on 02.02.2018 in the fifth floor Committee Room, Transport Bhawan regarding funding of NH(O) projects entrusted to NHAI - Reg.

Please find enclosed herewith copy of the Minutes of the Meeting held under the Chairmanship of Secretary (RT&H) at 5:00 PM on 02.02.2017 in the fifth floor Committee Room, Transport Bhawan, on the above mentioned subject.

2. This issues with the approval of Secretary (RT&H),

Enclosure: As Above

Yours faithfully,

Subodh Kumar
 16.02.2018

(Subodh Kumar)

Assistant Executive Engineer (Planning)

To,

1. The Chairman, NHAI

Copy for information and necessary action to: -

1. PPS to Secretary (RT&H)
2. Sr. PPS to DG(RD)&SS, MoRT&H
3. PS to AS&FA, MoRT&H
4. PS to JS(H), MoRT&H
5. PS to CE(PL), MoRT&H

No. RW/G-23011/01/2017-W&A
 Government of India
Ministry of Road Transport & Highways
 (Planning Zone)
 Transport Bhawan, 1, Parliament Street, New Delhi-110001

Subject: Minutes of the meeting held under the Chairmanship of Secretary (RT&H) at 5.00 PM on 02.02.2018 in the Fifth Floor Committee Room, Transport Bhawan regarding funding of NH(O) Projects entrusted to NHAI

1. List of participants in the meeting is annexed (Annexure-I).
2. The meeting noted that the total committed liabilities of outstanding sanctioned works with State Governments and NHIDCL under NH(O) scheme were about Rs. 84,822 crore in the beginning of the current financial year i.e. on 01.04.2017. Further, the commitments made to sanction new works as per the approved Annual Plan for the year 2017-18 is about Rs. 62,828 crore. Thus total committed liabilities of NH(O) works with the State Governments and NHIDCL in the beginning of the next financial year 2018-19 are estimated to be about Rs. 1,32,200 crore and with the current level of funding available annually under NH(O) @ about Rs. 20,000 crore per annum, average completion period for a project would be about 7 to 8 years.
3. The meeting also noted that the total length of NHs at present is about 1,20,543 km. Apart from this, about 57,617 km length of State roads have been approved "In-Principle" as new NHs subject to outcome of their DPRs. The total length of roads/ NHs to be developed under NHDP, SARDP-NE, LWE and under Bharatmala Pariyojana Phase-I is estimated to be about 1,10,948 km upto FY-2022. Therefore, there is urgent requirement to prioritize the NHs/ roads to be taken up for development considering the current level of outlay available under NH(O) and also formulate action plan to leverage additional resources through market borrowings/ TOT, etc. so as to meet up financing of more NH development works.
4. Recognizing the priority required to be accorded in taking up projects identified under the recently approved Bharatmala Pariyojana Phase-I, the decision taken as per SOP circulated vide O.M. no. NH-14012/27/204-P&M dated 21.12.2017 to entrust development of about 8,917 km length of high density traffic corridors on NHs to NHAI under NH(O), and limited available budgetary resources, the meeting agreed upon the following action plans: -
 - (i) NHAI shall take up the NH(O) works assigned to them for which the Ministry shall earmark separate allocation under NH(O).
 - (ii) NHAI shall take up these projects largely through PPP mode (HAM/ BOT (Toll)), so as to match the expenses towards these projects with the toll revenues. NHAI shall also take necessary action towards mobilizing additional resources through market borrowings and TOT to meet the resource gap.

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Ministry of Road Transport & Highways
(Planning Zone)
 Transport Bhawan, 1, Parliament Street, New Delhi-110001

- (iii) The Agency-wise tentative allocation of funds under NH(O) during 2017-18 (R.E.) and 2018-19 (B.E.) shall be as follows: -

Amount in Rs. Crore			
Sr. No.	Allocations	RE 2017-18	BE 2018-19
1	Allocations for other than NE Region	18,045.31	20572.42
2	Allocations for NE Region	400.00	500
3	Total	18,445.31	21,072.42
4	NHAI	3,000.00	4,000.00
5	NHIDCL	1,000.00	2,000.00
6	NHDP-IV through State Govts.	1,000.00	1,000.00
7	State Govts.	13,445.31	14,572.42

- (iv) The stretches under NH(O) were discussed in detail and it was decided to develop these roads in synergy with Bharatmala Corridors as annexed (Annexure-II).

5. The meeting ended with a Vote of Thanks to the Chair.

No. RW/G-23011/01/2017-W&A
Government of India
Ministry of Road Transport & Highways
(Planning Zone)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Annexure -1

List of participants in the meeting held under the Chairmanship of Secretary (RT&H) at 5.00 PM on 02.02.2018 in the Fifth Floor Committee Room, Transport Bhawan regarding funding of NH(O) Projects entrusted to NHAI

From MoRTH		
Sr. No.	Name	Designation
1.	Shri Y. S. Malik	Secretary (RT&H), In Chair
2.	Smt. Leena Nandan	AS&FA, MoRTH
3.	Shri Amit Kumar Ghosh	JS(H), MoRTH
4.	Shri Sudip Chaudhury	CE (Planning), MoRTH
5.	Shri Vipnesh Sharma	SE(Planning), MoRTH
From NHAI		
6.	Shri Deepak Kumar	Chairman, NHAI
7.	Shri Rohit Singh	Member (Finance), NHAI
8.	Shri Manoj Kumar	CGM(Bharatmala), NHAI
9.	Shri L. P. Padhy	CGM (Technical), NHAI
10.	Shri Ravinder	GM(Logistics-Planning), NHAI



No. RW/G-23011/01/2017-W&A
Government of India
Ministry of Road Transport & Highways
(Planning Zone)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Annexure-II

List of NH(O) to be developed by NHAI

Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
1	Palamaneru - Krishnagiri	Andhra Pradesh	90	-	Connects Bellary/Ananthpur to Chennai. The stretch is currently being upgraded to 2L+PS with 60% physical completion. Expansion project to 4L shall be taken up as part of BharatMala Phase II
2	Anantpur – Guntur	Andhra Pradesh	400	400	The alignment of this stretch is parallel to the proposed Trans Andhra Pradesh corridor. There is a need to synergize these roads with the proposed corridor.
3		Andhra Pradesh	90	-	This stretch is repeated at S No. 5
4	Madanpalli - Renigunta	Andhra Pradesh	107	-	This road provides alternate connectivity between Bangalore and Nellore, when extended upto Hoskote (Total: 208 km). This corridor needs to be developed given the present traffic in Bangalore - Nellore corridor is about 35,000PCU. This project shall be taken up under Bangalore - Nellore Economic corridor (EC # 38) as additional length
5	Kurnool- Dornala	Andhra Pradesh	125	125	This road gives connectivity from Kurnool to Guntur/Vijayawada.
6	Munger - Mirzachowki	Bihar	125	125	This road provides connectivity to eastern Bihar (parallel to Ganga). This stretch along with Mirzachowki to Farakka (S No 31) provides connectivity from Munger to Farakka through Bhagalpur, Mirzachowki
7	Bakhtiarpur - Rajauli	Bihar	107	107	This road provides connectivity from Patna to GQ on the eastern side (towards Kolkata) via Bihar Sharif, Nawada
8	Champa- Katghora	Chhattisgarh	78	78	This stretch provides connectivity from Champa – Korba – chhuri - Katghora. Korba is already connected to Bilaspur as a part of Raipur - Dhanbhad Economic Corridor (EC 7)
9	Shevli – Netrang	Gujarat	58	58	This road along with Ankleshwar – Netrang section (S No 70) provides alternate connectivity between

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Government of India
Ministry of Road Transport & Highways
(Planning Zone)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
					Baruch and Dhule, thereby diversifying traffic from Surat – Dhule section of Surat – Nagpur Economic Corridor (EC 9) and Surat – Bharuch section of GQ
10	Radhanpur – Prantij	Gujarat	55	160	This road provides connectivity between two corridors viz., EW & GQ (Udaipur-Ahmedabad section).
11	Mahuva – Jetput	Gujarat	20	20	This road provides connectivity to Mahua (near Alang) to Jetpur (on EW) via Kundla, Amreli and Bagasra
12	Doraji - Jamnagar	Gujarat	41	41	This road provides connectivity from Jamnagar to East West Corridor and further to Porbandar and the coastal road to Veraval. This road is also parallel to Rajkot - Dhrol Inter Corridor Route (ICR 52) and hence shall be developed in synergy with ICR 52
13	Sanchoe – Panthvada	Gujarat	31	-	This section shall be developed as a spur in Amritsar- Jamnagar corridor (EC 4) under Bharatmala Pariyojana
14	Limda/ Dhasa – Limbdi	Gujarat	90	90	This stretch provides connectivity to Limda, on Amreli – Vadodara Economic Corridor (EC 29) to Limbdi on Rajkot – Ahmedabad National Highway (NH 47)
15	Bhiwadi – Palwal	Haryana	52	31	Bhiwadi - Sohna is a feeder route (FR 89) identified under Bharatmala Pariyojna. Sohna - Palwal shall be developed under NH (O)
16	Gurgaon – Sohna	Haryana	23	-	This stretch shall be subsumed into National Corridor Efficiency Enhancement Program (NCEEP) component of Bharatmala Pariyojana as a part of the new Delhi-Vadodara corridor with greenfield alignment
17	UP/ HR Border - Sonipat - Jhajjar	Haryana	80	80	This stretch provides connectivity from Jhajjar to UP/ HR border. In addition, the stretch from UP/ HR border to Baghpat is being developed as a part of Bharatmala Pariyojana as a spur to Delhi - Saharanpur - Bilaspur corridor (EC 36) and hence this stretch will provide connectivity from Jhajjar to Baghpat



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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
18	Ambala - Himachal Border	Haryana	46	46	This stretch provides connectivity from Ambala to Himachal Border via Shahzadpur and Naraingarh
19	Jagadhri - Himachal Border	Haryana	46	46	This stretch provides connectivity to Paonta Sahib, Dehradun from the Delhi - Bilaspur Economic Corridor (EC 36) and carries high traffic
20	Bhiwani - RJ Border	Haryana	70	-	This stretch shall be taken up later as (a) Bhiwani - Chakridadri is being taken up as part of Bharatmala (b) Jhajjar - Loharu is being taken up under NH(O)
21	Jhajjar - Loharu	Haryana	96	96	This stretch provides connectivity from RJ border to Jhajjar and further to Delhi. This stretch is the primary route from Delhi to Pilani
22	PB Border - Sirsa	Haryana	19	-	This stretch shall be developed as extension of Delhi-Sirsa Economic Corridor (EC 40)
23	Bhiwani - Jind - Karnal	Haryana	150	150	This stretch shall be developed as 2L+PS as Trans-Haryana road is being developed as part of NCEEP component of Bharatmala Pariyojana
24	Hansi - Barwala	Haryana	29	-	This stretch shall be developed as a spur of Ludhiana-Ajmer Economic Corridor (EC 8), as this offers alternate connectivity to Delhi
25	Saha - Shahbad	Haryana	18	-	This road shall be part of Shazadpur - Saha Feeder Route (FR 53) under Bharatmala Pariyojana
26	Sohna - RJ Border	Haryana	71	-	This stretch shall be subsumed into NCEEP component of Bharatmala Pariyojana as part of new Delhi-Vadodara corridor with greenfield alignment
27	Jind - Gohana - Sonapat	Haryana	86	-	This stretch shall be subsumed in NCEEP component of Bharatmala Pariyojana as a part of Punjab-Delhi connectivity.
28	HP/PB border to Mandi	Himachal Pradesh	197	197	This stretch provides connectivity to Dharamshala, Mandi and carries high traffic currently
29	Baddi - Nalagarh	Himachal Pradesh	12	-	This stretch shall be developed as a part of Ambala - Zirakpur -Baddi feeder route (FR 41)
30	Shimla -	Himachal	224	224	This stretch provides connectivity to

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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
	Mataur	Pradesh			Bilaspur, Harmipur, Dharamshala and carries high traffic currently
31	Mirzachowki - Farakka	Jharkhand	93	93	This stretch along with the stretch from Munger - Mirzochowki (S No 6) provides connectivity to Eastern Bihar, Jharkhand, West Bengal via Sahibganj, Barharwa
32	Kolebira/ Jamtola - Gumla	Jharkhand	48	48	This stretch provides connectivity between two Economic Corridors viz., Raipur - Dhanbad (EC 7) and Sambalpur - Ranchi (EC 31)
33	Kuru-Nagar Untari	Jharkhand	204	204	The stretch is parallel to GQ (Delhi - Kolkata) and will act as an extension to Kharagpur - Ranchi ICR (ICR 9)
34	Gundu - Jaintgarh	Jharkhand	195	195	This stretch provides connectivity from Ranchi to Keonjar via Chaibasa
35	Rudwa - Hariharganj	Jharkhand	53	34	This stretch provides connectivity to GQ (Delhi - Kolkata) from Daltonganj.
36	Pirpainti - Hansdiha	Jharkhand	85	93	This stretch provides connectivity from Mirzachowki to Hansidha and further to Deoghar. This stretch also acts as a spur from Munger - Mirzachowki (S No 6) and Mizachowki - Farakka (S No 31) stretches to Hansidha and Deoghar
37	Chatra- Bagodar	Jharkhand	120	120	This stretch provides connectivity from Hazaribagh to GQ
38	Piska More - Palma	Jharkhand	23	23	This stretch provides connectivity from Palma on Raipur - Dhanbad Economic Corridor (EC 7) to Piska More on Kuru - Ranchi Highway
39	Sarjapura - Hoskote	Karnataka	42	-	This stretch shall be developed under Bharatmala Pariyojana as a part of Bangalore Ring Road
40	KAR/MH border - Naubad city	Karnataka	54	-	This stretch is currently being upgraded to 2L+PS (UI). Further upgradation to 4L shall be taken up, subsequently under Bharatmala Phase II
41	Naubad city - Humnabad city	Karnataka	47	-	This stretch is currently being upgraded to 2L+PS (UI). Further upgradation to 4L shall be taken up, subsequently under Bharatmala Phase II
42	Ravoor - Kenchargalli	Karnataka	37	-	This stretch is currently being upgraded to 2L+PS (UI). Further

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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
					upgradation to 4L shall be taken up, subsequently under Bharatmala Phase II
43	Kalaburgi - Ramasamudra	Karnataka	90	90	This stretch provides connectivity between two Economic Corridors viz., Hyderabad - Panaji (EC 10) and Solapur - Mahabubnagar (EC 37)
44	Dhadasagur - Ballary	Karnataka	52	52	This stretch provides connectivity from Dhadasagur to two Economic corridors viz., Mangalore - Raichur (EC 20) and Solapur - Bellary - Gooty (EC 22) at Bellary
45	Chunchinahalli - Hosamane Cross	Karnataka	8	-	This stretch shall be developed as a spur to Bangalore - Mangalore Economic Corridor (EC 34)
46	Kalaburgi - Balurgi	Karnataka	74	-	Alternate connectivity is being developed from Akkalkot to Gulbarga as a part of Solapur - Mahabubnagar Economic Corridor (EC 37). NHAI shall explore the feasibility of both the options and develop the better alignment as a part of Bharatmala Pariyojana
47	Madikeri - Mysore	Karnataka	120	120	This stretch provides connectivity between Mysore and Madikeri and further to Mangalore
48	Mysore - Kerala Border	Karnataka	70	-	This stretch is being developed as a part of Bangalore - Mysore - Malappuram Economic Corridor (EC 32)
49	KN/TN border - Bevinathalapura	Karnataka	21	-	This stretch is being developed under NHDP III residual works
50	Jevargi-Shahpur	Karnataka	50	50	This stretch provides connectivity from Jevargi - Shahpur and provides connectivity from Jevargi to Gulbarga and Bijapur through existing National Highways
51	Hospet - Sindhnur	Karnataka	97	97	This stretch provides connectivity to Hampi, Gangwathi
52	Kenchargalli - Kadechuhur	Karnataka	47	47	This stretch is a part of the National Highway connecting Gulbarga and Raichur
53	Tinthani	Karnataka	108	108	This stretch is a part of the National

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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
	bridge - Tungabhadra a bridge				Highway connecting Gulbarga and Bellary
54	Bameetha - Khajurao	Madhya Pradesh	10	10	This stretch provides connectivity to Khajurao from the National Highway connecting Chhattarpur to Satna
55	Bhopal- Biaora	Madhya Pradesh	106	106	This stretch provides connectivity between two Economic Corridors viz., Kandla – Sagar Economic Corridor (EC 4) and Agra – Mumbai Economic Corridor (EC 5)
56	Nagpur - Umred - Armori	Maharashtra	140	40	This stretch provides connectivity from Nagpur to Armori via Nagbhir and runs parallel to Nagpur – Bandara section of Mumbai – Kolkata Economic Corridor (EC 1)
57	Varora - Vani; Gondhkari – Saoner	Maharashtra	156	47	This stretch along with Nagpur – Umred – Armori stretch (S No 56) provides connectivity from Nagpur to Wani via Warora. Gondhkari – Saoner section provides connectivity between two Economic Corridors viz., Mumbai – Kolkata Economic Corridor (EC 1) and Indore – Nagpur Economic Corridor (EC 18)
58	Malegaon/ Jahangir - Akhola	Maharashtra	40	48	This stretch provides connectivity between two Economic Corridors viz., Mumbai – Kolkata Economic Corridor (EC 1) and Surat – Nagpur Economic Corridor (EC 9)
59	Akkalkot - Gulbarga	Maharashtra	102	-	Akkalkot - MH/KA Border is being upgraded to 2L + PS by Roads Wing. In addition, an alternate shorter route is being developed from Akkalkot - Gulbarga as a part of Solapur - Mahabubnagar Economic Corridor (EC 37) under Bharatmala Pariyojana
60	Shavli - Taloda - Netrang	Maharashtra	180	100	This road along with Ankleshwar – Netrang section (S No 70) provides alternate connectivity between Baruch and Dhule, thereby diversifying traffic from Surat – Dhule section of Surat – Nagpur Economic Corridor (EC 9) and Surat – Bharuch section of GQ
61	Alandi -	Maharashtra	260	-	The existing alignment from Pune to



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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
	Pandarpur				Solapur section of Pune - Vijayawada Economic Corridor (EC 6) along NH 65 (via Kedagaon, Indapur and Temburni) is under BOT Toll and carries 50,000+ PCU. The alternate alignment from Alandi to Mohol (via Lonand and Pandharpur) shall be upgraded as a parallel route to diversify the Pune-Solapur Traffic under Bharatmala Pariyojana
62	Ratnagiri - Kolhapur - Solapur	Maharashtra	360	360	This section provides trans Maharashtra connectivity from the coast to Solapur via Pali, Kolhapur, Sangli
63	Patas - Bondle	Maharashtra	134	134	This stretch provides connectivity from Patas on Pune - Vijayawada Economic Corridor (EC 6) to Bondale on Alandi - Pandarpur section (S No 61) through Baramati
64	Vasunde - Baramati - Phaltan	Maharashtra	44	44	This stretch provides connectivity to Baramati
65	Talegaon - Choufulla	Maharashtra	106	106	This stretch provides connectivity to Chakan;
66	Bamni - TG border	Maharashtra	33	33	This stretch provides connectivity from Chandrapur to Mancherial and Ramagundam in Telangana
67	Adilabad - Rajura	Maharashtra	57	57	This stretch provides connectivity for Rajura to NS corridor
68	Amgaon- Gondia	Maharashtra	25	25	This stretch provides connectivity from Amgaon to Gondia on Dugiphar (on NH 53) - Balaghat Feeder Route (FR 28)
69	Taloda- Burhanpur	Maharashtra	242	242	This stretch provides connectivity to Shirpur, Chopda, Raver
70	Ankleshwar- Netrang	Maharashtra	44	44	This stretch along with Shavli - Taloda - Netrang (S No 60) provides alternate connectivity between Baruch and Dhule, thereby diversifying traffic from Surat - Dhule section of Surat - Nagpur Economic Corridor (EC 9) and Surat - Bharuch section of GQ
71	Bargarh- Barpali	Orissa	20	20	This stretch provides connectivity between Mumbai - Kolkata Economic Corridor (EC 1) and Sohela - Khurda

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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
					Inter Corridor Route (ICR 1)
72	Barapal – Gondhiband a	Orissa	16	-	This stretch shall be developed as spur to Sambalpur – Paradip Economic Corridor (EC 28)
73	Kalasandhap ur - Berhampur	Orissa	40	40	This stretch provides connectivity from Kalsandhapur to GQ
74	Jeypore – Koraput	Orissa	24	24	This stretch shall be developed in synergy with Raipur – Vishakhapatnam Economic Corridor (EC 15)
75	Talwandi- Ferozepur	Punjab	43	-	This stretch shall be developed as a part of Ferozepur - Malout Branch to Zira Feeder Route (FR 83). Ferozepur-Zira direct connectivity shall be taken up as part of Bharatmala Phase II
76	Amritsar - Hosiyarpur - Una	Punjab	135	135	This stretch provides connectivity from Amritsar to North South Corridor via Sri Gobindpur and further to Una
77	Sriganganag ar - Gajsinghpur - Raisinghnag ar – Sattasar - Pugal	Rajasthan	275	275	This stretch acts as a border road providing connectivity from Sriganganagar to Pugal along the Pakistan Border
78	Thanjavur – Athoor bypass	Tamil Nadu	126	126	This stretch provides connectivity from Thanjavur to Salem via Paluvur, Perambalur.
79	Salem - Harur – Vaniyambadi	Tamil Nadu	135	65	The section from Harur to Salem is being developed as a part of Chennai - Salem corridor under NCEEP component of Bharatmala. Vaniyambadi - Harur shall be developed as part of NH (O)
80	Thoppur - Mettur- Bhavani,	Tamil Nadu	135	85	This section provides connectivity from Mettur and Bhavani to the North - South Corridor
81	Kottampatti – Tirupattur	Tamil Nadu	33	33	This stretch along with Dindigul - Kottampatty, Tirupattur - Karaikudi provides connectivity from Dindigul to Karaikudi
82	Tambaram – Harur	Tamil Nadu	256	-	This section shall be developed as a part of NCEEP component of Bharatmala Pariyojana to diversify

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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
					traffic from Chennai - Krishnagiri section of GQ and Chennai - Madurai Economic Corridor
83	Kumbakonam - Mayiladuthurai - Sirkazhi	Tamil Nadu	60	60	The sections between Thanjavur - Kumbakonam, Chennai - Sirkazhi are being developed as a part of NHDP & Bharatmala. It was decided to extend the Inter-corridor route from Melur - Thanjavur (ICR 20) to Sirkazhi to provide alternate connectivity from Thanjavur to Chennai
84	Jadcheralla - Kalwakurthy - Mallepalli	Telangana	100	-	This stretch is being upgraded to 2L+PS by State PWD. Further upgradation to 4L shall be taken up under Bharatmala Phase II
85	Kodad - Khammam	Telangana	40	32	This stretch along with Khammam - Aswaraopet (S No 87) and Warangal - Khammam (S No 89) provides connectivity from Kodad on Pune - Vijayawada Economic Corridor (EC 6) to Warangal and Rajahmundry on GQ
86	Mancherla - Chandrapur	Telangana	95	92	This section provides connectivity from Chandrapur to Mancherla, and further to Ramagundam
87	Khammam - Ashwaraopet	Telangana	117	117	This stretch provides connectivity from Khammam to Aswaraopet and further to Rajahmundry on GQ
88	Hyderabad - Maneguda	Telangana	46	47	This section connects Maneguda to the Outer Ring Road of Hyderabad
89	Warangal - Khammam	Telangana	124	124	This section provides connectivity from Warangal to Khammam and further to Ashwaraopet (S No 87) and Rajahmundry on GQ
90	Ghazipur - Balia - UP Border	Uttar Pradesh	128	128	This stretch along with the Varanasi - Ghazipur Feeder Route (FR 33) connects Varanasi to Chhapra in Bihar
91	Allahabad bypass to city	Uttar Pradesh	17	-	Bypass to Allahabad shall be developed under NCEEP component of Bharatmala Pariyojana to improve efficiency of GQ (Delhi - Kolkata section)
92	Jagdishpur - Faizabad	Uttar Pradesh	61	61	This stretch connects Jagdishpur to the East West Corridor via Milkpur
93	Naini junction to	Uttar Pradesh	50	-	Allahabad - Varanasi section of GQ is highly congested. These sections

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Sr. No. as per SOP	Project	State	Length (km)	Length under NH(O) (km)	Remarks
	Tikri				shall be developed as a part of NCEEP component under Bharatmala Pariyojana to diversify traffic from Allahabad - Varanasi section of GQ (Delhi - Kolkata section)
94	Tikri road to Jangi road	Uttar Pradesh	37	-	
95	Paonta Sahib - Ballupur Chowk (Dehradun)	Uttarakhand	52	52	This stretch connects Dehradun to Paonta Sahib and further to Delhi - Bilaspur Economic Corridor (EC 36)
96	Joka to Namkhana	West Bengal	90	90	This stretch provides connectivity from Kolkata to Bishnupur, Kulpi, Kakdwip and further to Sagar Island
97	Mirhati - Naopara (km 26 to km 31.5 in Barasad)	West Bengal	7	-	This section can be developed as a spur to Kolkata - Petrapole International connectivity road of Bharatmala Pariyojana
98	Kharagpur - Morgram	West Bengal	307	-	This section provides an alternate alignment for Kharagpur - Siliguri Economic Corridor (EC 14) and can be developed as a part of Bharatmala Pariyojana with the most optimal alignment
99	Ghospukur to Sevoke Army Cantonment in Darjeeling	West Bengal	25	25	This stretch provides connectivity from the East West Corridor to Sivok and further to Gangtok through the existing National Highway
New	Nagpur-Katol	Maharashtra	60	60	This section provides connectivity from Nagpur to Katol and further to Warud
New	Aurangabad - Paithan	Maharashtra	52	-	This stretch feeds Mumbai - Kolkata Economic corridor at Aurangabad
New	Shendra-Verur Jn via Bidkin	Maharashtra	75	-	This stretch shall be developed as part of Mumbai-Kolkata Economic Corridor as Aurangabad is identified as an congestion point.



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Government of India
Ministry of Road Transport & Highways
(Highways Section)
 Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated: 27 March, 2018

To,

The Chairman
 National Highways Authority of India
 G-5&6, Sector-10, Dwarka
 New Delhi- 110075

[kind attn.: Shri Manoj Kumar, CGM (T/Bharatmala)]

Subject: Finalization of alignment of for selected greenfield corridors under Bharatmala Pariyojana - Minutes of meeting held on 12.03.2018 reg. reg.

Sir,

A meeting has been held under the Chairmanship of Secretary (RT&H) on 12.03.2018 for finalizing of alignment of (i) Delhi-Godhra, (ii) Sangariya- Sanchor-Radhanpur and (iii) Pehowa-Charkhi Dadri- Narnaul greenfield corridors under Bharatmala Pariyojana. The minutes of the meeting are hereby forwarded for information/ further necessary action.

Yours faithfully,



(Uttam Prakash)

Under Secretary to the Government of India
 Phone: 011-23718560

E-mail: ushighwaysmorth@gmail.com

Encls: As above.

Copy to:

1. Shri S. B. Vasava, Secretary, PWD, Gujarat
2. Shri Ashish Srivastava, Resident Commissioner, Madhya Pradesh
3. Shri H. R. Raheja, Chief Engineer, PWD, Haryana
4. Shri Nirja Verma, Member (PPP), NHAI
5. Shri R. K. Pandey, Member (Projects), NHAI
6. Shri Narender Sharma, SE, PPP
7. O/o Chief Secretary, Government of Rajasthan, Jaipur

8. O/o Chief Secretary, Government of Haryana, Chandigarh
9. O/o Chief Secretary, Government of Gujarat, Gandhinagar
10. O/o Chief Secretary, Government of Madhya Pradesh, Bhopal
11. O/o Principal Secretary, PWD, Government of Rajasthan, Jaipur
12. O/o Additional Chief Secretary, PW (B&R) Department, Government of Haryana
13. O/o Secretary, Road & Building Department, Government of Madhya Pradesh, Bhopal
14. O/o Principal Secretary, PWD, Government of Gujarat, Gandhinagar
15. Sr. PPS to Secretary (RT&H)
16. PPS to Joint Secretary (Highways)

Minutes of the Meeting held on 12.03.2018 in Transport Bhavan, New Delhi under the Chairmanship of Secretary (RT&H) for finalization of alignments for selected green-field corridors under Bharatmala Pariyojana

A meeting was held on 12.03.2018 at 4.00 p.m. under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi for finalization of alignments of (i) Delhi-Vadodara, (ii) Sangariya - Sanchor - Radhanpur, and (iii) Pehowa - Charkhi Dadri - Narnaul green-field corridors under Bharatmala Pariyojana. The meeting was attended by the officials of the Ministry, NHAI and the State Governments of Haryana, Rajasthan, Madhya Pradesh and Gujarat. List of participants is attached as Annexure.

2. At the outset, Secretary (RT&H) welcomed all the participants. Thereafter, presentations of the respective green-field corridors were made. Discussions held and decisions taken during the meeting are as under:

2.1 Delhi - Vadodara (National Corridor):

- (i) In compliance to the decisions taken during the meeting chaired by Secretary (RT&H) on 10.01.2018 and subsequent review of the alignments on 05.02.2018 and 20.02.2018, the technical consultants made presentation of two proposed alternate greenfield alignments between Gurgaon and Vadodara with reduction in the present distance by about 150 km. It was submitted that the existing NH-248A being developed under Bharatmala Pariyojna is proposed to be followed from Gurgaon upto Sohna and thereafter, green-field alignment has been studied from Sohna to Godhra. The brief of the two alternative alignments from Sohna to Godhra presented before the chair is tabulated below:

	Option - 1	Option - 2
Route alignment	Sohna-Firozpur Jhirkha-Dausa-Kota-Ratlam-Kushalgarh-Godhra	Sohna- Firozpur Jhirkha-Dausa-Chittorgarh-Godhra
Length	680 km	665 km
Merits	1. Better connectivity to major towns through spurs including Jaipur and Kota 2. Also provides shorter connectivity to Bhopal, Indore and Nagpur, thereby, acts as an alternate to N-S Corridor, hence, improving its efficiency. 3. Will open up the hinterland in the state of Rajasthan & MP	1. Better connectivity to major towns through Spurs including Jaipur 2. Total length is 15 km shorter than Option-1.

	Option - 1	Option - 2
	resulting in economic development of the region. 4. Passes through plain and rolling terrain in almost entire project length except Dara Wildlife Sanctuary (about 5km), where tunnel is proposed. 5. Forest Land Acquisition is less than that in Option-2.	
Demerits	1. Passes through Dara Wildlife Sanctuary in a length of about 5km, where tunnel is proposed. 2. Total length is about 15 km more than that in option-2	1. Passes through hilly terrain in about 10% of the total project length. 2. Hilly section would require combination of tunnels and viaducts which would lead to higher per km cost of construction. 3. The lesser alignment length will be negated if smooth gradient is to be provided to achieve the desired speed. 4. The travel time would be more due to hilly sections. 5. Per km cost is more than Option-1. 6. Involves acquisition of more Forest Land, about 30 Km additional than Option-1. 7. Passes through vicinity of the already developed areas of the state of Rajasthan.
Remarks	Greenfield alignment from Sohna - Firozpur Jhirka - Dausa is common for both the alignment options.	

- (ii) Considering the relative merits and demerits of the above alignment options, the alignment as per option-1 was recommended for approval for the proposed corridor with a request for extension of the greenfield alignment from Godhra to the start of the proposed Mumbai-Vadodara expressway for better and effective connectivity between Delhi and Mumbai. Thereafter, comments on the proposed alignment were sought from the representatives of State Governments.
- (iii) Representative of the MP State Government requested for extension of the corridor for providing connectivity with the major cities/towns of Bhopal, Ratlam, Ujjain and Indore in the state of Madhya Pradesh. It was informed that most of these important towns were either already connected to the proposed Economic Corridors through the existing NHs/SHs, and in case of any such missing connect, the connectivities would be enabled through spurs. The details of the existing spur distance to

important towns/cities and total distance from Delhi through the proposed alignment and distance through existing highways are tabulated below:

Sr. No.	Place	Spur	Spur length connectivity from proposed alignment	Route length following green-field alignment and spur connectivity	Existing route length from Delhi
1	Alwar	NH-248A	22	162	157
2	Jaipur	NH-21	60	280	269
3	Sawai Madhopur	NH-552	18	348	356
4	Kota	NH-27	15	440	508
5	Bhopal	NH-52	250	690	779
6	Ujjain	MP SH-27	83	693	828
7	Indore		142	780	886

- (iv) After above deliberations, it was decided that the DPR shall be prepared following the alignment option-1 with extension from Godhra to Vadodara (start of Mumbai-Vadodara expressway). As the green-field alignment is expected to cater to the divertible traffic from GQ, East-West and North-South corridors, the same shall be developed as an eight-lane access controlled highway with design speed of 100 kmph with closed tolling. The chair also directed that the 70m RoW shall be acquired for the entire corridor with additional RoW to be acquired for wayside amenities at every 50km on both sides of the carriageway. The copy of the approved alignment option-1 is enclosed as **Annexure-I** for reference and record.

2.2 Sangariya-Sanchore-Radhanpur (Economic Corridor):

- (i) In compliance of the decisions taken during the meeting chaired by Secretary (RT&H) on 10.01.2018, the green-field alignment was presented before officers present. It was submitted that only one greenfield option from Sangariya-Bikaner-Balotra (Pachpadra)-Sanchore had been studied as the same diagonally bisects (i) Sri Ganganagar - Bikaner - Phalodi - Sanchor, and (ii) Hanumangarh - Nagaur - Jodhpur - Pachpadra - Sanchor routes. It was also submitted that the green-field alignment had been proposed from Sanchor joining East-West corridor near Santalpur bypassing Radhanpur. The alignment proposed for approval reduces the existing distance between Sangariya and Sanchore by about 160-170 km. Spur connectivity to the major cities/ towns viz., Hanumangarh, Sriganganagar, Bikaner, Nagaur, Jodhpur, Phalodi and Balotra (Pachpadra) has been proposed through existing NH network already developed to two-lanes with PS by NHAI/ MoRT&H.
- (ii) A combined alignment depicting the above green-field Sangariya-Sanchor-Radhanpur and Delhi-Vadodara along with existing GQ, N-S and E-W national corridor was also

presented before the chair and it was observed that developing the above two greenfield corridors will help in diverting traffic from the already developed and congested national corridors, thereby, improving the efficiency of these national corridors.

- (iii) After above deliberations, it was decided to develop the highway as four-lane access controlled highway with design speed of 100 kmph and future provisioning for eight laning. It was also agreed that 70m RoW shall be acquired for the entire corridor with additional RoW to be acquired for wayside amenities at every 50km on both sides of the carriageway. The copy of the approved alignment is enclosed as Annexure-II for reference and record.

2.3 Development of North-South corridor in Haryana for improving efficiency of Ambala-Panipat-Delhi-Kotputli (National Corridor)

- (i) In compliance of the decisions taken during the meeting chaired by Secretary (RT&H) on 10.01.2018 and subsequent review of the alignments on 05.02.2018, the green-field alignment for the proposed corridor from Ismailabad (near Pehowa) on NH-65 to proposed Narnaul bypass in the state of Haryana was presented before the chair.
- (ii) Thereafter, the chair enquired about the connectivity of the proposed alignment with Shahbad-Saha-Pachkula NH. It was informed that DPR for four-laning of Saha-Shahbad road was under progress with the Haryana division in NHAI and as part of the improvement proposal, the Saha-Shahbad NH has been extended to join NH-152 at Bishangarh near Thol. The existing NH-152 will be followed from Bishangarh to meet the start point of the proposed Ismailabad - Narnaul green-field alignment.
- (iii) The chair also enquired about the connectivity of the proposed corridor with G-Q. It was informed that the proposed Narnaul bypass meets G-Q near Nangal Choudhary and feasibility for development of the same has been completed and bids invited. The issue of inter-connectivity between corridors was deliberated in detail and it was decided that this corridor may be extended further to meet the proposed greenfield Delhi-Vadodara corridor via Alwar for more efficient and optimum utilization of these corridors. This would also ensure better utilization of the mega MMLP proposed at Nangal Choudhary.
- (iv) After above deliberations, it was decided that the DPR for the green-field alignment shall be got prepared as proposed. The same shall be developed as four/six-lane access controlled highway, as per traffic projections, with design speed of 100 kmph. It was also decided that the 70m RoW shall be acquired for the entire corridor with additional RoW to be acquired for wayside amenities at every 50 km on both

sides of the carriageway. Copy of the approved alignment is enclosed as **Annexure-III** for reference and record.

3. It was further observed that certain green-field corridors including above are being taken up under Bharatmala Pariyojna for improvement of the overall efficiency of the already developed National/ Economic Corridors. DPR preparation and implementation of these corridors needs to be closely monitored for speedy implementation of these projects. It was, therefore, decided that the following corridors may be implemented through the Bharatmala Division of NHAI for ensuring uniformity in standards and time-bound implementation:

- (i) Delhi-Sohna-Kota-Godhra-Vadodara (green-field alignment)
- (ii) Sangariya-Bikaner-Sanchor-Radhanpur (green-field alignment)
- (iii) Ismailabad (Pehowa) - Charkhi Dadri - Narnaul (green-field alignment)
- (iv) Delhi-Saharanpur (green-field/brownfield alignment)
- (v) Chennai-Salem (green-field alignment)
- (vi) Raipur-Durg (green-field alignment)
- (vii) Raipur-Vishakhapatnam (green-field/ brown-field alignment)
- (viii) Chittoor-Thatchur (greenfield alignment)

4. Bharatmala Division shall prepare time-lines for implementation of the projects and also bring out requirement of opening of new PIUs for implementation of these projects.

5. It was further decided that one presentation on Delhi - Vadodara green-field alignment may also be made before the Minister, RT&H. The meeting ended with a vote of thanks to the chair.

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List of participants in the meeting held on 12.03.2018

Ministry of Road Transport and Highways

- (i) Secretary, MoRTH – In Chair
- (ii) Sh. A. K. Ghosh, JS (H)
- (iii) Shri Narender Sharma, SE(PPP)

National Highways Authority of India

- (i) Sh. Deepak Kumar, Chairman
- (ii) Sh. R. K. Pandey, Member (Projects)
- (iii) Sh. Niraj Verma, Member (PPP)
- (iv) Sh. Manoj Kumar, CGM (T)
- (v) Sh. Ravinder, GM (T)
- (vi) Sh. Rohin Kumar Gupta DGM (T)

State Government

- (i) Sh. S. B. Vasava, Secretary, PWD, Gujarat
- (ii) Sh. H. R. Raheja, Chief Engineer, PWD, Haryana
- (iii) Sh. Ashish Srivastava, Resident Commissioner, Madhya Pradesh
- (iv) O/o Principal Secretary, PWD, State Government of Rajasthan

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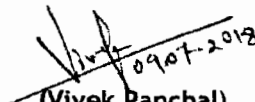
No. RW/NH-37011/37/2018-PPP (Part)
 Government of India
Ministry of Road Transport & Highways
 (BP & SP Cell)
 Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 9th July, 2018

OFFICE MEMORANDUM

Sub: - Minutes of the meeting held on 07-06-2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield Corridors under Bharatmala Pariyojana.

Please find enclosed herewith minutes of the meeting held on 07-06-2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) regarding optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield Corridors under Bharatmala Pariyojana.


 (Vivek Panchal)
 Executive Engineer (BP&SP)

To:

- (i) The Chairman, NHAI;
- (ii) Shri R.K. Pandey, Member (Projects), NHAI;
- (iii) Shri Manoj Kumar, CGM (T), NHAI.

Copy to:

- (i) PPS to Secretary (RT&H);
- (ii) PPS to Joint Secretary (Highways), M/o RT&H.

Minutes of the meeting held on 07.06.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield corridors under Bharatmala Pariyojana

1. A meeting was held on 07.06.2018 at 3.00 p.m. under the Chairmanship of Secretary (RT&H) in Parivahan Bhawan, New Delhi for optimisation of Corridors under Bharatmala in the States of Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and for the review of progress of Delhi-Vadodara, Sangariya-Santalpur (Amritsar-Kandla) and Trans-Haryana (Pehowa-Narnaul) corridors. Officials from the Ministry and the NHAI attended the meeting. List of participants is attached as Annexure.
2. At the outset, Secretary (RT&H) welcomed all the participants. Thereafter, presentations on the alignments of selected corridors in Andhra Pradesh, Telangana and Odisha and on the progress of Delhi-Vadodara, Trans-Rajasthan (Amritsar- Kandla) and Trans-Haryana (Pehowa - Narnaul - Kherki Mukkar) corridors were made. Discussions held and decisions taken during the meeting are as under:

2.1 Economic Corridors in Odisha, Telangana and Andhra Pradesh and West Bengal:

Alignments were discussed for the following corridors:

- (i) Chennai - Kurnool Economic Corridor (Kadappa to Renigunta stretch)
- (ii) Kadappa - Nellore Economic Corridor (Badvel to Nellore stretch)
- (iii) Solapur - Mahabubnagar Economic Corridor (Telangana portion from Karnataka/ Telangana Border to Mahabubnagar Bypass)
- (iv) Sohela - Khurda Inter Corridor Route
- (v) Kharag-Siliguri Economic Corridor

(i) Chennai - Kurnool Economic Corridor:

- (a) The alignment for the Kadappa - Renigunta stretch was reviewed and it was decided that options should be explored to straighten the alignment around Mysooravarpelle;
- (b) It was noted that a major portion of a ring road around Tirupati was being developed under various projects. It was decided that a separate presentation would be made to the Secretary (RT&H) on the Tirupati ring road.

(ii) Badvel - Nellore Economic Corridor:

The alignment was discussed in detail and it was decided to proceed with the proposed alignment.

(iii) Solapur- Mahabubnagar Economic Corridor:

The alignment for the corridor was reviewed and the consultant was asked to

Minutes of the meeting held on 07.06.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield corridors under Bharatmala Pariyojana

re-visit the proposed alignment to make it straight by avoiding unnecessary curves specifically near the Mahabubnagar.

(iv) Sohela- Khurda Inter Corridor Route:

The alignment of the Sohela - Khurda Inter Corridor Route was discussed and it was decided that the corridor would be taken up for development in Bharatmala Phase-II due to presently less traffic and dense forest coverage as well as availability of alternate route between Sambhalpur and Cuttack.

(v) Kharagpur-Siliguri Economic Corridor:

The Chair was apprised that a part of this Corridor Dakshin Mechogram - Bardhaman - Krishnagar was taken up by NHAI for DPR preparation. Subsequently, as suggested by the State Government, the Consultant has been asked to prepare DPR of Dakshin Mechogram-Bardhaman-Morgram, which is a straight alignment and will reduce the distance by about 80 kms. Development of this Corridor would provide shortest route between Kharagpur and Morgram. As such, it was decided that the project Kharagpur-Morgram under NH(O) proposed to be implemented by NHAI (as per SOP issued vide O.M. No. NH-140/2/27/204-P&M dated 21.12.2017 and O.M. No. RW/G-23011/1/2017-W&A (Pt.) dated 16.02.2018), may now be implemented by the Roads Wing, MoRTH, to 2-lane with paved shoulders under NH (O).

2.2 Selected Greenfield corridors under Bharatmala Pariyojna:

Status of DPR preparation and land acquisition was reviewed for the following corridors:

- (i) Sangariya-Santalpur (Amritsar - Kandla) Economic Corridor
- (ii) Ludhiana - Ajmer Economic Corridor
- (iii) Delhi - Vadodara Corridor
- (iv) Trans-Haryana Corridor (Pehowa - Narnaul)

(i) Sangariya-Santalpur (Amritsar - Kandla) Economic Corridor:

- (a) Connectivity of Sriganganagar to the corridor was reviewed and it was observed that the Feeder Route from Sri Ganganagar to Hanumangarh would provide connectivity to the corridor via a ring road being developed around Hanumangarh.
- (b) It was decided that a spur connectivity would be provided from the corridor to the Pachpadra refinery.
- (c) Discussions were held on way-side amenities along the corridor and it was decided that 15-20 acres of land should be kept aside every 50 km on both

Minutes of the meeting held on 07.06.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield corridors under Bharatmala Pariyojana

sides of the road to be developed as wayside amenities, primarily focused at truckers facilities.

(d) On account of high temperature and desert-like conditions, it was proposed that the entire corridor may be developed with flexible pavement design. The consultant would examine the same regarding pavement design.

(e) Land acquisition status was reviewed for the corridor and following was decided:

- ❖ The 3A notification for the entire stretch from Sangariya-Santalpur should be submitted by the concerned DPR consultants to the respective CALAs by 15th June.
- ❖ Land acquisition targets for the entire stretch were decided as under:

Stretch	Date for submission of 3A notification to e-Gazette	Date for submission of 3D notification
Sangariya-Bikaner	30 th June	10 th August
Bikaner-Bhikamkor	25 th June	20 th July
Bhikamkor-Sanchore	30 th June	15 th August
Sanchore-Santalpur	30 th June	15 th August

(ii) **Ludhiana - Ajmer Economic Corridor:**

- (a) Given that the Trans-Rajasthan Corridor and the Delhi-Vadodara Corridors are being developed, it was decided that the development of the Ludhiana - Ajmer Economic Corridor may be taken up in Bharatmala Phase-II based on traffic assessment post-completion of Trans-Rajasthan and Delhi-Vadodara Corridors.
- (b) Further, it was also decided that alignment of the proposed Greenfield corridor should start from Sangrur instead of Bhatinda as the State Government has already agreed to provide land for development of a Logistics park in Sangrur.

(iii) **Delhi - Vadodara Corridor:**

(a)	Haryana	❖ M/s Chaitanya Projects informed that the 3A notification had been submitted to concerned CALAs for approval. It was decided that CALA approval for 3A notification in the state is to be targeted by 15th June. ❖ M/s Chaitanya Projects was also directed to complete the JMS



Minutes of the meeting held on 07.06.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield corridors under Bharatmala Pariyojana

		for Haryana by 10 th July and submit the 3D notification to e-Gazette by 15 th July.
(b)	Rajasthan	The Chair expressed dissatisfaction on poor progress/ performance of M/s Feedback Infra Pvt. Ltd. and directed M/s Feedback Infra Pvt. Ltd. to mobilise full resources and expedite the progress of land acquisition, Environment Clearance, Survey work and other activities.
(c)	Madhya Pradesh/ Gujarat	❖ M/s Chaitanya Projects were directed to submit the draft 3A Notification for Mandsaur and Jhabua districts in Madhya Pradesh state to the concerned PIU by 15th June. The Draft notification would subsequently be taken up for CALA approval. ❖ M/s Chaitanya Projects informed that the proposed alignment of the corridor was intersecting with a proposed railway station construction near Shivgarh, Ratlam district in Madhya Pradesh. This would necessitate a change in alignment for a stretch of about 25 km. The DPR consultant was directed to change the alignment in order to bypass the planned railway station. ❖ M/s Chaitanya Projects were directed to submit the draft 3A for Dahod district in Gujarat state to the concerned PIU by 10th June. The notification draft would subsequently be taken up for CALA approval.

(d) The land acquisition target dates for the stretches were decided as under:

State	Date for submission of 3A notification to e-Gazette	Date for submission of 3D notification to e-Gazette
Haryana	20 th June	15 th July
Rajasthan	30 th June	15 th August
Madhya Pradesh	30 th June	15 th August
Gujarat	30 th June	15 th August

- (e) It was decided that the Delhi-Vadodara Corridor is to be developed with a 100m Right of Way.
- (f) It was decided that Manoharpur (on NH-48) to Dausa (on NH-21) is to be developed as a 4-Lane Inter-Corridor Route to provide connectivity between Trans-Haryana Corridor to Delhi-Vadodara Corridor. Existing alignment (NH-148) of ~ 44 Km needs to be straightened for the development of the Inter Corridor Route.

Minutes of the meeting held on 07.06.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield corridors under Bharatmala Pariyojana

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- (g) The concerned DPR Consultants were directed to prepare the Draft 3G Awards for the corridor (post 3D completion) and submit the same to the CALAs for approval.

(iv) Trans-Haryana corridor:

- (a) It was decided that the Trans Haryana Corridor is to be developed with a 70m Right of Way.
- (b) M/s SA Infrastructure informed that 3A notification had been submitted to CALA for approval/ verification for 6 out of the 8 affected districts, namely, Kurukshetra, Karnal, Kaithal, Jind, Rohtak and Bhiwani and the CALAs had signed 3A notifications of 3 Districts (Jind, Rohtak and Bhiwani). The DPR consultant was directed to complete the submission of Draft 3A notifications to the respective CALAs for the remaining two Districts (Charkhi Dadri, Mahendergarh) by 15th June. The 3A notifications are to be submitted for e-Gazette publication no later than 25th June.
- (c) M/s SA Infrastructure were directed to complete the submission of Draft 3D notifications by 30th July.

The meeting concluded with vote to thanks to all the participants.

Minutes of the meeting held on 07.06.2018 in Parivahan Bhawan, New Delhi under the Chairmanship of Secretary (RT&H) for Optimisation of corridors in Andhra Pradesh, Telangana, West Bengal, Odisha, Jharkhand and review of progress of DPRs and pre-construction activities of Delhi-Vadodara, Sangariya-Santalpur and Trans-Haryana Greenfield corridors under Bharatmala Pariyojana

List of Participants

Ministry of Road Transport and Highways

- (i) Secretary, MoRTH – In Chair
- (ii) Sh. A. K. Ghosh, JS (H)
- (iii) Sh. Arun Narendranath, OSD to the Minister

National Highways Authority of India

- (i) Sh. R. K Pandey, Member (Projects)
- (ii) Sh. Manoj Kumar, CGM (T)
- (iii) Sh. V. K. Joshi
- (iv) Sh. Ravinder, GM (T)

Consultants

- (i) M/s Feedback Infra Pvt. Ltd.
- (ii) M/s Chaitanya Projects Consultancy Private Limited
- (iii) M/s Pentacle Consultants Private Limited in association with Jhunjhunu Engineers Private Limited
- (iv) M/s K&J Projects Private Limited
- (v) M/s STUP Consultants Pvt. Ltd. in association with CEOMA Consulting
- (vi) M/s S. M. Consultants
- (vii) M/s Aarvee Associates Architects Engineers & Consultants Pvt. Ltd.

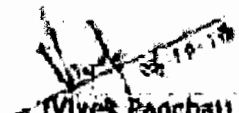
No. RW/NH-37011/37/2018-PPP (Part)
Government of India
Ministry of Road Transport & Highways
(BP & SP Cell)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 8th October, 2018

OFFICE MEMORANDUM

Sub: - Review / rationalisation of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I in the State of West Bengal - reg.

Please find enclosed herewith minutes of meeting held on 24.09.2018 under the Chairmanship of Secretary (RT&H) regarding review / rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I in the State of West Bengal.


(Vivek Panchal)
Executive Engineer (BP & SP)

Encl.: As stated above.

To:

- (i) Director General (Road Development) & Special Secretary, M/o RT&H;
- (ii) Shri I.K. Pandey, Additional Director General, M/o RT&H;
- (iii) Managing Director, NHIDCL, New Delhi;
- (iv) Principal Secretary, PWD, Government of West Bengal;
- (v) Shri R.K. Pandey, Member (Projects), NHAI;
- (vi) Shri A.K. Singh, Member (Projects), NHAI;
- (vii) Regional Officer-cum-Chief Engineer, M/o RT&H, Kolkata;
- (viii) Shri Manoj Kumar, CGM(T), NHAI;
- (ix) Regional Officer, NHAI, Kolkata.

Minutes of meeting held on 24.09.2018 under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi regarding review/ rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I as well as stretches under NH(O)/ BRT in the State of West Bengal.

A meeting was held on 24-09-2018 under the Chairmanship of Secretary (RT&H) regarding review/ rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I as well as stretches under NH(O)/ Backward Districts, Religious & Tourist Connectivity (BRT) in the State of West Bengal. List of participants is attached at Annexure.

2. The deliberations held and decisions taken during the meeting vis-à-vis road stretches in West Bengal are as under:

2.1 Barasat-Krishnanagar Corridor -

At the outset, Secretary (RT&H) recalled that the State Government had been requested to take up the execution of project through the State PWD on behalf of NHAI. In response, the State Government had agreed to execute the said work with certain conditions. However, the issues related to maintenance and DPR have not been resolved as yet, hence a separate meeting needs to be convened by the concerned Member (Projects) dealing with the state of West Bengal.

2.2 Kharagpur-Siliguri Economic Corridor -

- (i) NHAI informed that the DPR for the economic corridor was being prepared and that acquisition of approximately 1300 hectares of land had been envisaged for the proposed corridor with 70 m ROW. It was further informed that there were 03 nos. of interchanges along the corridor for which acquisition of around 400 hectares land was envisaged. NHAI mentioned that the cost of land acquisition would be around Rs. 10,000 crores including the land for the interchanges, and the civil construction cost would be approximately Rs. 8000 crores. NHAI further clarified that the proposed corridor is partly along green-field alignment and partly follows the existing alignment. The cost of dismantling of structures etc. has been estimated to be around Rs. 655 crores.
- (ii) CE-RO, M/o RT&H, Kolkata mentioned that the cost of land acquisition in West Bengal may be higher due to consideration of prospective land rates.
- (iii) Secretary (RT&H) clarified that it had nowhere been provided in the NH Act that the prospective land rate would be considered when working out the compensation for the LA. It is only the existing rates as per the existing land use [at the time of 3 (A) notification] are to be considered while determining the compensation amount and not on the basis of future potential rates. It was further clarified that, since roads were public projects and covered under the exempted categories of projects under the RFCTLARR Act, there was no need for public consultation on alignments. However, stakeholder consultation may be carried out at the level of District Collectors to obtain inputs, if so required.

Minutes of meeting held on 24.09.2018 under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi regarding review/ rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I as well as stretches under NH(O)/ BRT in the State of West Bengal.

- (iv) It was reiterated that for determination of market value of land, nature of land has to be taken as recorded in the revenue records on the date of publication of 3A notification. However, such a change in land use could be considered, if not updated in the revenue records, on submission of documentary evidence by the landowner of having converted his agricultural land to non-agriculture purpose with the approval of competent authority and on payment of such fees having been paid by him prior to the issue of Notification under Section 3-A. This position could be admitted/ allowed by the CALA at the time of settling the objections filed under Section 3-C.
- (v) Following decisions were taken with respect to Kharagpur-Siliguri Economic Corridor:
- (a) Keeping in view the high land acquisition cost, structure dismantling cost etc., the alignment of Kharagpur-Siliguri Corridor is required to be reviewed in order to assess the feasibility of adopting green-field alignment for a longer stretch;
 - (b) The possibility of acquiring land only on one side of the existing alignment may be explored so as to minimize the cost of L.A., removal of structures and utility shifting;
 - (c) The requirement of proposed ROW may be reviewed (from the proposed 70 mtrs to 60 mtrs);
 - (d) The unrealistic land requirement for development of 03 nos. interchanges (with full cloverleaf) i.e. 400 hectares is to be re-assessed and re-worked after detailed technical examination/ inputs, after duly considering the ongoing/ executed works of interchanges in various projects such as EPE etc.
 - (e) As regards utility shifting cost, the State Government may consider either of the following:
 - ❖ Utility shifting is done by the State Government at its own cost; or
 - ❖ The State Government agrees to pay lease charges for the part RoW used for laying of utilities within the acquired ROW.

2.3 Petrapole-Kolkata (81 km) on NH-34 / NH-35 [International Connectivity / NHAI] -

CE-RO, M/o RT&H, Kolkata apprised that the DPR for 4-laning of the stretch was being prepared through the State PWD. The civil cost for 4-laning of the road stretch would be around Rs. 920 crores and L.A. cost is estimated at Rs. 1630 crores for approximately 495 hectares of land. In view of the fact that the L.A. cost is significantly higher than the civil construction cost, Secretary (RT&H) directed the CE-RO, M/o RT&H, Kolkata to review the L.A. cost and alignment of the road stretch so as to minimize the L.A. cost, following the principles enunciated under para 2.2 above. Moreover, cost of utility shifting may also be rationalized in consultation with State Government as mentioned at para-2.2 above. It was also advised to work out the project cost within 45 m ROW and provision of eccentric widening.

Minutes of meeting held on 24.09.2018 under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi regarding review/ rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I as well as stretches under NH(O)/ BRT in the State of West Bengal.

2.4 Thereafter, following road stretches were also discussed:

- (a) Joka-Namkhana (90 km) on NH-117 [Balance work under NH(O)/NHAI];
- (b) Kharagpur-Moregram (307 km) on NH-60 [Balance work under NH(O)/NHAI];
- (c) Bagdogra-Simana-Lamahata-Kalimpong-Damlin (211 km) [BRT/MoRTH (RW)];
- (d) Kashinagar-Kachuberia-Gangasagar (37 km) [BRT/MoRTH (RW)];
- (e) Mirhata-Noapara (7 km) on NH-34 [Balance work under NH(O)/NHAI];
- (f) Gitaldah-Dinhata-Coochbehar (40 km) [Border Roads, BRT / MoRTH (RW)];
- (g) Memari-Satgachia-Dharitrigram-Hematpur-Krishnanagar (61 km);
- (h) Gitaldah-Dinhata-Alipurduar-Buxaduar (85 km);
- (i) Bolpur-Mallarpur (57 km);

It was decided that the above road stretches would be discussed in greater detail with the concerned Project Division in M/o RT&H and DG(RD)&SS. However, the ongoing DPRs for the above road stretches may be continued. Secretary (RT&H) further asked the State Government to first determine the exact ROW required as per proposed upgradation with eccentric widening, i.e. L.A. only on one side of the existing alignment and to work out/ rationalize the cost of L.A. and utility shifting in line with the decision recorded at para 2.2 above.

2.5 Rationalization of DPR preparation work, implementation and schemes:

- (i) For stretches, which are already notified as National Highways, wherever the Executing Agency preparing the DPR and the Implementing Agency are different, the former shall transfer the DPR to the latter through a tripartite agreement involving the DPR consultant as per extant guidelines.
- (ii) For stretches, which are not declared as National Highways, the Executing agency preparing DPR shall complete the DPR and thereafter transfer the DPR to the Implementing Authority for implementation.

2.6 Kolkata ring road -

It was decided that the Kolkata ring road shall be considered for development only after the State Government agrees to provide land required for the project free of cost under the Grand Challenge Mechanism. Feasibility study may be initiated once the "in-principle" agreement of the State Government is obtained.

2.7 New Teesta Bridge near Sevoke (NH-31):

State PWD shall expedite the DPR and take up the matter of Forest and Wildlife clearances with concerned authorities. The transfer of railway land may be pursued

Minutes of meeting held on 24.09.2018 under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi regarding review/ rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I as well as stretches under NH(O)/ BRT in the State of West Bengal.

at higher levels by the State Government.

2.8 Rampurhat-Sinrichura (Jharkhand Border) - Dumri (km 0-13.64 in West Bengal) -

CE-RO, M/o RT&H, Kolkata stated that the State Government had already prepared the DPR for the entire stretch in West Bengal for 13.64 km length from Rampurhat to Jharkhand Border and land acquisition process was at 3(D) stage. Secretary (RT&H) observed that the final decision regarding the stretch shall be taken in consultation with DG(RD)&SS on the same lines as the discussions held regarding the State of Jharkhand.

- 2.9 With respect to Setu-Bharatam projects, Secretary (RT&H) made it clear that the projects, for which the state government would be agreeable to provide land required for approaches of structures free of cost, would be taken up on priority.

J Entrustment & Maintenance:

The stretches, proposed to be assigned to NHAI, shall be entrusted to NHAI immediately. NHAI shall take over the stretches and maintain them on their own or through the State PWD with funding support from the NHAI.

The meeting ended with a vote of thanks to the Chair.

Minutes of meeting held on 24.09.2018 under the Chairmanship of Secretary (RT&H) in Transport Bhawan, New Delhi regarding review/ rationalization of alignment of road stretches to be developed under Bharatmala Pariyojana Phase-I as well as stretches under NH(O)/ BRT in the State of West Bengal.

Annexure

List of participants

A. Ministry of Road Transport & Highways

- (i) Shri Yudvir Singh Malik, Secretary (RT&H) - in Chair
- (ii) Ms. Leena Nandan, Additional Secretary
- (iii) Shri Amit Kumar Ghosh, JS(H)
- (iv) Shri Kaushik Basu, CE & RO, M/o RT&H, Kolkata
- (v) Shri Narendra Sharma, SE (BP&SP)
- (vi) Shri Pankaj Aggarwal, SE (Zone-V)
- (vii) Shri Vivek Panchal, EE (BP & SP)
- (viii) Shri M.P. Sharma, Advisor (Tech)

B. National Highways Authority of India

- (i) Shri Manoj Kumar, CGM

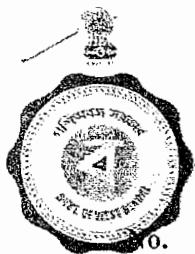
C. NHIDCL

- (i) Shri Yogesh Srivastava, GM (T), NHIDCL

C. State PWD, West Bengal.

- (i) Shri Arnab Roy, Principle Secretary, PWD.
- (ii) Shri Gautam Kumar Ghosh, JS(P&C), PWD
- (iii) Shri Debasish Ghosh, CE, NH, PWD
- (iv) Shri Saran Mukhopadhyay, SE, PWD

A/R-4



GREEN PROJECTS WING

WEST BENGAL FOREST DEVELOPMENT CORPORATION LTD.

(A GOVT. OF WEST BENGAL UNDERTAKING)

CIN No. : U02005WB1974SGC029535



No. 931 /GPW/3D-12(II)

Dated: 17.09.2021

From : Office of the Chief Executive Officer,
Green Projects Wing,
West Bengal Forest Development Corporation Ltd.

To : ✓ The Project Director,
Project Implementation Unit,
NHAI Complex,
Sector-II(A), Bidhan Nagar,
National Highway Authority of India,
Durgapur - 713 212

Sub : 6-laning of Barwa-Adda-Panagarh section of NH-2 from km. 398.240 to km.521.120 including Panagarh Bypass in the state of Jharkhand and West Bengal under NHDP Phase-V on BOT (Toll) on DBFOT pattern : Utilization Certificate for fund released towards supervision charges and afforestation under Durgapur Burdwan Forest Division.

Ref : Your Memo No.15017/1/2008/PIU(DUP)/6-lane/1482, dated 02.09.2021.

Sir,

Kindly refer to your letter No. 15017/1/2008/PIU(DUP)/6-lane/1482, dated 02.09.2021. This is to inform you that the fund provided by NHAI authority for compensatory plantation against felling for Six-laning of Barwa-Adda-Panagarh section of NH-2 in West Bengal has been utilised for afforestation done in 2016-17 and subsequent maintenance.

Since no road side land was provided along NH-2 by PD, Durgapur for plantation, the targeted 72 ha. of plantations against felling of trees in respect of NH-2, road side plantations have been raised on Govt. land as part of compensatory plantation in Durgapur Division as follows during 2015-16 & 2016-17 as per the provisions of West Bengal Trees (Protection and Conservation in Non-forest Land), Act, 2006 and subsequent rules of 2007. Based on available records all the works done departmentally on DSP land.

The location of plantation sites are given below:-

Sl.No.	Plantation site	Area (Ha.)	Supporting document.
1.	Plantation on DPL land Durgapur, Raghunathpur Mouza, J.L.No.87, Durgapur Ash Pond during 2016-17	65.0	Joint Inspection Report dated 21.09.2017 (Annexure-1)
2.	Plantation on DSP at Kamalpur Mouza, J.L. No.47, Tilabani Beat, Ukhra Range during 2015-16	7.0	Joint Inspection Report dated 22.02.2018 (Annexure-2) & Plantation photograph (Annexure-3)
	TOTAL	72.0 Ha.	

As desired please find enclosed Utilization Certificate for Rs.1,26,27,250/- and Joint Inspection Report along with supporting photograph of the plantation site for your perusal and necessary action.

Ex-officio General Manager
Green Projects Wing

West Bengal Forest Development Corporation Ltd.

Encls: 1. Utilization Certificate.
2. Annexure-1 to 3

Contd...p/2

-: 2 :-

No. /GPW/3D-12(II)

Dated: .09.2021

Copy forwarded to the Managing Director, West Bengal Forest Development Corporation Ltd. for his kind information.

Sd/- R. N. Saha, IFS

Ex-officio General Manager
Green Projects Wing
West Bengal Forest Development Corporation Ltd.



GREEN PROJECTS WING
WEST BENGAL FOREST DEVELOPMENT CORPORATION LTD.
 (A GOVT. OF WEST BENGAL UNDERTAKING)
CIN No. : U02005WB1974SGC029535



FORM GFR 19-A

[See Government of India's Decision (1) below Rules 150]

Form of Utilization Certificate

Sl.No.	DD & Cheque No. and date	Amount (Rs.)
1.	DD No.055484 dt. 12.04.2014	90,00,000.00
2.	DD No.055485 dt. 12.04.2014	15,10,598.00
	TDS	2,14,502.00
3.	Ch. No.545865 dt. 17.09.2013	15,94,850.00
4.	Ch. No.364911, dt. 17.09.2013	3,07,300.00
	Total	1,26,27,250.00

Certified that out of Rs.1,26,27,250.00 deposited during the year 2013-14 & 2014-15 in favour of Managing Director, West Bengal Wasteland Development Corporation Ltd. vide DD & Cheque No. given in the margin the entire fund has been utilized for the purpose for which it was sanctioned.

2. Certified that I have satisfied myself that the conditions on which the fund was sanctioned have been duly fulfilled and that the Ex-officio Manager, Green Projects Wing, West Bengal Forest Development Corporation Ltd. & Divisional Forest Officer, Durgapur Division has exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised;

1. Field inspection of works done.
2. Vouchers of payments checked.
3. Files and records checked.

Submitted.

Ex-officio General Manager
 Green Projects Wing
 West Bengal Forest Development Corporation Ltd.

Annexure-1

Joint Inspection Report dated
On Plantation created during FY 2016-17
Within Command Areas of Durgapur Projects Limited
By West Bengal Wasteland Development Corporation Limited

- (i) Area : Ash Pond (Piyalatkalipur) Area of DPL
- (ii) Location : DPL, Durgapur
- (iii) Land (in Ha) : 65 (Sixty five)
- (iv) Sapling Planted (Nos) : 104000
- (v) Species :
- a) Aryun, Sirish
 - b) Tamal, Simul
 - c) Gomra, Minjim
 - d) Krishnachura, chaitan
 - e) Rodhachura
 - f) Akashmoni
- (vi) Survival % : 90 (Ninety)

Basu
21/9/17
 Representative of DPL

Blaug
 Representative of WBWDCL
 Unit-in charge
 WBWDCL Range Office
 Attachee Forest Range
21/9/17

Annexure - 2

Joint Inspection Report dated
On Advance-cum-Creation of NH Plantation
during FY ~~2015-2016~~ 2015-2016
By West Bengal Wasteland Development Corporation Limited

- (i) Area : NH₂ DIT of D.S. p land Area of DSP
- (ii) Location : Kamalpur, Mokra, JNO-47
- (iii) Land (in Ha) : 7.0 Ha
- (iv) Sapling Planted (Nos) : 11,200 Nos
- (v) Species :
- a) Sonajhuri
 - b) Karai
 - c) Ajmer
 - d) Sissoo
 - e) Jarul
 - f) Chikase
- (vi) Survival % : 89.5 %

R. Kanchan
22/02/18
Representative of DSP & Horticulture)
DSP, SAIL

A. Sankar
22/02/18
Representative of WBWDCL
EX-OFFICIO-UNIT-INCHARGE
W.B.W.D.C. LTD., UKHRA RANGE

Annexure-3

NH-2 PLANTATION AT KAMALPUR MOULA
During 2015-16 over 7.0 Ha (D.S.P Land)



V A K A L A T N A M A

BEFORE THE NATIONAL GREEN TRIBUNAL, KOLKATA/EZ

O.A. No.164/2023/EZ of 2024

All India Anti Corruption Organization (Regd.) Plaintiff
Petitioners

-Versus-

Union of India

Defendant
Opposite PartyOn behalf of NHAI (R-9)

Know all men by these presents that by Vakalatnama I/We appoint the Advocates noted below or any of them my/our lawful Advocate or Advocates for filing the Memorandum of appeal or petition in the

for entering Appearance

above matter for appearing in conducting and arguing the same, for depositing or withdrawing any money in connection therewith for moving the Court in any matter connected therewith, for preparing the paper book in the case and for putting in papers petitions etc. on my/our behalf for filing taking back any documents for withdrawing suits or appeals or petitions with permission to institute fresh suits etc. For signing and filing petitions of compromise in connections with said matter and for taking copies of paper form the Record and I/We further say that any act, done by my/one said Advocate or Advocates or by any of them after accepting this Vakalatnama, shall be considered as my/our true and lawful act.

And I/we further hereby agree and undertake to pay the said Advocates his or their fees are settled and all others sums that may be necessary to carry out the requisition of the Court and otherwise to enable the said Advocates to conduct property. Failing which the said Advocates after notice to me/us will be liberty to withdraw from the further conduct to the case.

IN WITNESS WHERE OF I/We sign and execute this Vakalatnama on this the 24th day on July 2024

NAME OF ADVOCATES

*Vakalatnama Received
and accepted by
Advocate
9883069404*

Manish Kumar
Manish Kumar, PD
NHAI, PIU-Durgapur