

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

AT NEW DELHI

MEMORANDUM OF APPLICATION

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

NATIONAL GREEN TRIBUNAL ACT, 2010)

ORIGINAL APPLICATION 636/2022

IN THE MATTER OF:-

ASHISH CHAUBEY

...APPLICANT

VERSUS

ACP TOLLWAYS PRIVATE

LTD & ORS

... RESPONDENTS

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NEW DELHI
DATE: 25/04/2023

RESPONDENT NO. 1
THROUGH

Ravi Krishan Chandna

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

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... RESPONDENTS

REPLY ON BEHALF OF THE RESPONDENT NO. 1

1. That the present Original Application filed by the applicant is pending adjudication before this Hon'ble Tribunal and is fixed for consideration on 27.04.2023.
2. That the present original application is filed by the applicant seeking the following reliefs:-
 - a. *Issue an appropriate direction for the investigation of the aforementioned constructions and issue an appropriate order to the respondents for the compliance of the letter dated 31.05.2014 vide letter no. 3308014-2-2013-800(70)-2014 issued by the government of Uttar Pradesh to the no objection certificate.*
 - b. *Issue and appropriate order to the respondents for the compliance of the regulations and directions given by the Hon'ble Supreme Court of India, regarding no construction shall be made within the 10 kms of forest reserved area and Eco-Sensitive Zones.*
 - c. *Direct an investigation for the enquiry of a collusion (if any) of the local authorities with the construction of illegal residential buildings and offices.*

- d. *Appoint a committee for assessment of the damage in the Eco-Sensitive Zone to the wildlife caused by the illegal construction by the respondent no. 1 and submit a report to this Hon'ble Court.*
- e. *Pass an appropriate order and direction to ensure that the illegal construction done by the respondent if in collusion with the local authorities may not be repeated in the future keeping the safety of wildlife in mind.*
- f. *Issue appropriate order and directions to the respondents to ensure restoration of the ecology damaged.*

3. That this Hon'ble Tribunal was pleased to issue notice to the respondent and the present reply is being filed by the respondent no. 1.

PRELIMINARY SUBMISSIONS AND OBJECTIONS

1. That the present application is an abuse to the process of this Hon'ble Tribunal and has been filed to mislead this Hon'ble Tribunal.
2. That the respondent no. 1 denies all the averments and allegations being raised in the OA unless specifically admitted, as the same are without any material facts and basis.
3. That the applicant has not approached this Hon'ble Tribunal with clean hands and is guilty of suppressing/concealing material facts.
4. That the applicant has no locus in the present application and the same has been filed with malafide intention to blackmail and extort money from the respondent no. 1. The present application has been filed seeking various reliefs in relation to the State Highway project in the state of Uttar

Pradesh awarded by the Uttar Pradesh State Highway Authority (UPSHA) for Four Laning (with paved shoulders) of Varanasi-Shaktinagar road upto Hathi Nala (SH-5A) in the state of Uttar Pradesh on Design, Build, Finance, Operate and Transfer Basis (DBFOT). After obtaining all bids, Respondent no. 1 (M/s ACP Tollways Pvt. Ltd.) was declared as successful bidder and the Concession Agreement dated 08.12.2011 was executed between the Uttar Pradesh State Highway Authority (UPSHA) and Respondent / M/s ACP Tollways Pvt. Ltd.) as Concessionaire.

5. It is pertinent to mention that that the work of acquiring the land for the purpose of construction of the Highway is within the scope of the UPSHA and the land vests with the UPSHA. The answering respondent herein was merely a licensee for the purpose of implementation of the project as a concessionaire and after the completion of the concession period.
6. The latest PCOD has been issued by the Independent Engineers appointed under the Concession Agreement on 20.10.2016. No objection was ever raised by any authority or department at any point of time or during the construction period.
7. It is pertinent to mention that initially a similar kind of Application filed before this Hon'ble Tribunal title as "Chaudhary Yashwant Singh Vs State of UP and others challenging the implementation of the project and setting up of toll plaza. The said petition was dismissed by this Hon'ble

Tribunal vide order dated 20.09.2016. The said petition and the orders have been concealed from this Hon'ble Tribunal. The said judgement has attained finality and the said issues cannot be allowed to be reopened in the present case and the application as such is liable to be dismissed with heavy costs.

8. It is submitted that no cause of action ever arose in favour of the applicant to file the present OA before this Hon'ble Tribunal and the application merits dismissal on this ground alone.
9. That for the purpose of the implementation of the project, the land was demarcated, identified, acquired, and handed over to the concessionaire by the UPSHA for the purpose of construction of the State Highway and for the allied purposes in terms of the concession agreement.
10. It is pertinent to mention that even in the report of the Joint committee no such averment has been made that the construction has been raised beyond the land allocated and handed over to the concessionaries. The entire area on both sides of the road was allotted and handed over to the Concessionaire and the merely the location has been shifted and that too after due approval of the competent authority.
11. It is further submitted that on substantial completion of the construction work as laid down in the scope of the concession agreement, the Independent Engineer was

notified for conducting of the necessary tests as per the clause 14 and all the necessary assistance was provided to the Independent Engineer. That upon completion of the said test as specified in the Schedule -I of the concession agreement, the Provisional completion certificate was issued as per the Schedule -J of the concession agreement and no violation has been committed by the answering respondent. The copies of the PCOD's are annexed herewith as **ANNEXURE - 1**

12. It is submitted that the Construction has been raised in accordance with the sanctioned plan only and the allegations made in the application are wrong and cannot be looked into. No construction has been raised on the protected area which comes under the Kaimoor Wildlife sanctuary or on the land declared forest reserve land as alleged.
13. It is further pertinent to mention that the land has been acquired by the UPSHA in accordance with law. It is pertinent to mention that the Land once acquired and taken over by the UPSHA for a specific purpose cannot be termed as the forest land more specifically after the transfer of the non forest land in accordance with applicable laws and regulations and notification of the same by the UPSHA / state govt as the RF under section 4 of the Indian Forest Act 1927.

14. It is pertinent to mention that after due compliance of the necessary requirement under the law, the possession of the land has changed the hands from the forest department to the UPSHA and then handed over by the UPSHA to the Concessionaire for the purpose of implementation of the project after completion of all the requisite conditions as required.
15. The portion handed over to the concessionaire on which the construction has been raised does not fall within the Eco Sensitive Zone as alleged in the present application as such no separate permission was required as alleged in the present application. The Concessionaire has not violated any terms or conditions as applicable to the present case.
16. It is submitted that the applicant herein is making an attempt to challenge the procedure followed and actions taken in accordance with law at the time of the construction of the project which cannot be looked into for the purpose of adjudication of the present case. The letter dated 31.03.2014 as relied upon by the applicant herein lays down the conditions to be followed at the time of implementation of the project and construction of the entire Highway. The said highway has already been completed and the completion certificate has also been granted to the concessionaire by the competent authority. The said permissions have already been placed on record of the present case in the mater of "Chaudhary Yashwant Singh

Vs Union of India” decided by this Hon’ble Tribunal vide order as mentioned above.

17. The construction of the Office Building has been constructed within the demarcated land handed over by the UPSHA for implementation of project and raising construction in accordance with the permission granted by the UPSHA and other competent authorities. It is pertinent to mention that no unauthorized construction has been carried out nor any of the act of the answering respondent is in violation of any rules or regulations or the permissible user. The allegation of the applicant herein about the construction of the residential colony is false and frivolous and is liable to be ignored.
18. As mentioned above, the work of construction and augmentation was completed in the year 2018 and since then the project is running successfully and no objection has been raised by the competent authority or otherwise in relation to the same.
19. It is pertinent to mention here that cause of action if any arose in favour of the applicant on the date of raising of the said construction or issuance of the Provisional Completion Certificate by the competent authority / Independent Engineer. Neither any objection has been raised by any authority nor any action has been taken as the project as well as the building has been constructed in terms of the approval. Accordingly, the present application is barred by

limitation and same shall be dismissed on this ground alone.

20. The allegation raised by the Applicant that the construction has been raised beyond the No Objection Certificate granted by the authority is false and frivolous. That the applicant has clearly failed to show any material in support of the said averment and accordingly the present application merits dismissal.
21. It is further submitted that the Respondent no. 1 has performed well within the contractual rights as granted in the Concession agreement for the construction of the administration block, and further all the necessary approvals for the same have been granted by the respondent no. 3.
22. That the applicant in garb of the present OA is only trying to extort money from the respondent no. 1, as the applicant has miserably failed to showcase as to how the respondent no. 1 has not complied with the necessary rules and regulations.
23. It is further submitted that the no objection has ever been taken by the competent authority in respect to any sort of illegal construction that may have been done by the respondent.
24. That as per the Concession Agreement dated 08.12.2011 the Uttar Pradesh State Highway Authority (UPSHA) was

required to obtain all clearances and sanctions from the Central Government and other Environmental clearances necessary for the abovementioned project and the same have been obtained and given to Respondent / M/s ACP Tollways Pvt. Ltd.

25. That necessary clearance by the State Level Environment Impact Assessment Authority (SEIAA) and the Directorate of Environment Uttar Pradesh has also been duly granted to Uttar Pradesh State Highway Authority (UPSHA) vide letter dated 05.07.2011 wherein it is clearly mentioned that the aforesaid project does not fall within the purview of EIA Notification 2006 as amended in April, 2011. The said letter dated 05.07.2011 has been attached herewith as **ANNEXURE- 2.**

26. That the construction of Road for the Four Laning (with paved shoulders) of Varanasi-Shaktinagar road upto Hathi Nala (SH-5A) was commenced by the Concessionaire as per the terms of the Concession Agreement on 05.02.2013. The Toll Plaza was set up on 30.10.2015 and the Toll collection commenced on the same date as per Notification dated 30.10.2015 issued by the Authority. The said Notification dated 30.10.2015 has been annexed herewith as **ANNEXURE- 3.**

27. That Stage 1 and Stage 2 permissions by the Ministry of Environment, Forest and Climate Change for diversion of forest land, and clearance from the State Government in

favour of Uttar Pradesh State Highway Authority (UPSHA) for widening/upgradation of Varanasi-Shaktinagar section of NH-5A in Mirzapur, Sonbhadra, Obra, Renukut Forest Divisions and Kaimur Wild life Sanctuary in the State of Uttar Pradesh was granted vide Notice dated 31.05.2013 and Notice dated 14.11.2013 respectively by the said Authority.

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

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

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

“23.1 Appointment of Independent Engineer

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

23.2 Duties and functions

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

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

33. The Independent Engineer is the competent authority under the Concession agreement and has duly approved the designs and drawings of the project. The location and the plan submitted for the construction of the Administrative block was revised due to the feasibility of land for the purpose of raising construction and the revised plan was approved by the competent authority.
34. That the respondent no. 1 accordingly had sent the proposed drawings of the tollway to the independent Engineer which included the Administration block in the said proposed plan which was approved by the Independent Engineer vide letter dated 07.02.2015 and 11.02.202015. The Copies of the said letters are annexed as **Annexure -5 (Colly)**.
35. That the relevant clauses of the concession agreement are Annexed as **Annexure -6 (COLLY)**.
36. That the joint committee while submitting the report has failed to refer and rely the documents and details related to the project in question. It is pertinent to mention that the joint committee has relied upon the initial plan submitted

for the purpose of construction of the Toll Plaza and the Administrative Block however, the said plan was subsequently revised and is being placed on record of the above case along with the present reply. The said report cannot be relied upon for the purpose of the adjudication of the present case.

37. That the present application has been filed without any basis and against the record of the present case. The application is without any merits and is liable to be dismissed with heavy costs.

PARA WISE REPLY

1. That the contents of the paragraph 1 of the OA needs no reply.
2. That the contents of the paragraph 2 of the OA needs no reply.
3. That the contents of the paragraph 3 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra. It is submitted that respondent no. 1 had opted to construct the said building on Right Hand Side (RHS) of the Toll Plaza which is well within the Right of Way (ROW) earmarked for the Project after taking the

required consent from the Independent Engineer/Authority.

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

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

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

administration block was clearly reflected in the said proposed plan which was duly approved by the Independent Engineer.

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

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

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

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

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

REPLY TO GROUNDS

1. That the contents of the paragraph 1 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra. It is submitted that respondent no. 1 had opted to construct the said building on Right Hand Side (RHS) of the Toll Plaza which is

well within the Right of Way (ROW) earmarked for the Project after taking the required consent from the Independent Engineer/Authority.

2. That the contents of the paragraph 2 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra.
3. That the contents of the paragraph 3 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra.
4. That the contents of the paragraph 4 of the OA are wrong and denied. It is denied that the respondent no. 1 has in contravention to the NOC had constructed the said residential colony and offices of permanent nature in the eco-sensitive zone on the land of forest reserved area at Lodhi, Robertsganj, and District Sonbhadra.
5. That the contents of the paragraph 5 of the OA are wrong and denied except insofar are matter of record. The construction of the said structures have been done on the land which was acquired by the respondent no. 3 and handed over to the respondent no. 1 for the construction of

the said project. It was the respondent no. 3 which was to get all the clearance from the competent department/authority in respect to the project, which was eventually provided to the Respondent no. 1 from the Respondent No. 3.

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

LIMITATION

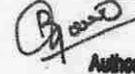
That the contents of the corresponding paragraph in the OA are wrong and denied. It is submitted that the present application is hopelessly barred by limitation as the provisional competition certificate issued by the Independent Engineer and the respondent no. 3 in accordance with the concession agreement,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

PRAYER

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

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

For ACP TOLLWAYS PVT. LTD.

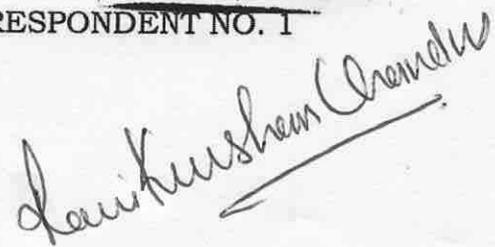


Authorized Signatory

NEW DELHI

RESPONDENT NO. 1

DATE: 25/4/23 THROUGH



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



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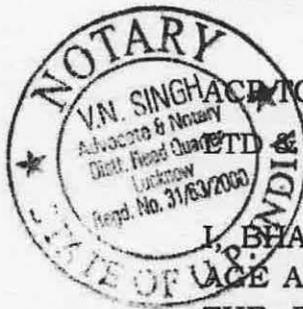
ORIGINAL APPLICATION ____/2022

IN THE MATTER OF:-

ASHISH CHAUBEY

...APPLICANT

VERSUS



STATE TOLLWAYS PRIVATE

... RESPONDENTS

AND OTHERS

AFFIDAVIT

I, BHARAT CHAND YADAV S/O SH. PREM CHAND YADAV
AGE ABOUT 46 YEARS AUTHORISED REPRESENTATIVE OF
THE RESPONDENT NO 1 HAVING ITS OFFICE AT B-9,
VIBHUTI KHAND , GOMTI NAGAR, LUCKNOW-226010 UTTAR
PRADESH, DO HEREBY SOLEMNLY AFFIRM AND DECLARE
AS UNDER:

1. That I am the authorized representative of the Respondent no. 1 and I am well conversant with the facts and circumstances of the present case through the records of the company and am well competent to swear the instant Affidavit
2. That I have instructed my counsel to draft the reply on my behalf and I have gone through the contents of the reply, and I state that the contents of the same are true and correct to my knowledge and belief derived from the records of the company.

DEPONENT

Verification:

Verified at Lucknow, on 25th day of April 2023 that the contents of the aforesaid affidavit are true and correct to my knowledge and belief and nothing material is concealed.

Sworn & Verified
before me

V.N. SINGH
Advocate & Notary
Lucknow U.P. India
Regd. No. 31/63/2000

I Identity of the deponents/Person
who has signed/L.F.I./R.L.I. before

DEPONENT

Tanya



INC 9001 2008 Certified

CMEC Consulting Engineers

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

Annexure -1

Ref : CMEC/V-S/IE- 1228

Date : 29.10.2015

To

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

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

Dear Sir,

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

Thanking you and assuring our best of service always.

Truly Yours,

(U K Pani)
Team Leader

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

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

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

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



ISO 9001 2008 Certified

CMEC Consulting Engineers

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

PROVISIONAL CERTIFICATE

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

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

(Signature)  

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

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

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)  

(Name and Designation)
Mr Umakanta Pani
Team Leader

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

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

Provisional Commercial Operation Stretches

A. Main Carriageway

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

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

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

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



 Team Leader
 (Independent Engineer)

245



ISO 9001:2008 Certified

CMEC Consulting Engineers

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

Ref: CMEC/V-S/IE-1352

Date: 30.03.2016

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

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

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

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

Dear Sir,

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

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

This is for your kind information and further necessary action.

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

Truly yours

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

Enclosure: a. Provisional Certificate as per Schedule J

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

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

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

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

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

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



ISO 9001 2007 Certified

CMEC Consulting Engineers

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

PROVISIONAL CERTIFICATE

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

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

(Signature)



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

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

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


(Signature)


(Name and Designation)
Mr Umakanta Pani
Team Leader

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

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

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

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

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



ISO 9001 2008 Certified

CMEC Consulting Engineers

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

Ref: CMEC/V-S/IE-1458

Date: 20.10.2016

To

Member (Technical)

U.P. State Highways Authority,

4th Floor, Mandi Bhawan,

Vibhuti Khand,

Gomati Nagar, Lucknow-226010

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

Dear Sir,

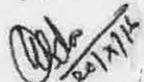
With reference to above cited subject, we are submitting herewith the provisional completion certificate of the balance work in accordance with Schedule- J and Clause no 14.3 of the Article -14 of the Concession Agreement for your information and necessary action.

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

This is for your kind information and further necessary action.

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

Truly yours


(K. C. Sahoo)

Team Leader

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

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



ISO 9001 2008 Certified

CMEC Consulting Engineers

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

PROVISIONAL CERTIFICATE

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

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

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:



(Name and Designation)

Mr Rakesh Malik

Vice President (Concessions)

(Address)

B-9 Vibhuti Khand

Gomti Nagar, Lucknow- 226010

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)

(Name and Designation)

Mr Kishore Chandra Sahoo

Team Leader

(Address)

Plot#.551/2417, Samantarapur Chhak

Old Town, Bhubaneswar,

Odisha :751002

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

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

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

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




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(ISO Certified)

CMEC Consulting Engineers Pvt. Ltd.

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

Ref : CMEC/UPSHA/Cor/4166

Dt. 20.01.2020

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

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

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

Dear Sir,

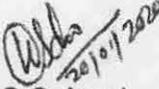
With reference to the letter cited in sl. no. 1 above, we have gone through our earlier correspondence and found that Independent Engineer had conveyed his opinion on this matter vide our letter no. O&M-56 dt. 05.07.2018. In that letter two locations covering a length of 160m (Km. 1+230 to Km. 1+300=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

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

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

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

Truly Yours,


(K.C.Sahoo)
Team Leader

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

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

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

State level Environment Impact Assessment Authority, Uttar Pradesh

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

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

Date: 05/07' June, 2011

To

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

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

Dear Sir,

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

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

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

Yours Sincerely,

Sd/-

Dr. C.S. Bhatt)
Member Secretary
SEIAA, U.P.

Copy for necessary....

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

Yours Sincerely,

(Dr. Yashpal Singh)
Secretary SEAC and
Director, Environment Directorate
Govt. of U.P.)

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उत्तर प्रदेश राज्य राजमार्ग प्राधिकरण

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

Annexure - 3

फोन/फैक्स नं० : 0522-4150311/377

वेबसाइट- <http://www.upsha.in>

पत्रांक: 1865/प्रावि०-18(4 सी.ए.)/2015-16/उपशा/लखनऊ
सेवा में,

दिनांक: 30 अक्टूबर, 2015

मेसर्स एफ़ो-चेतक-पटेल टॉलवेज प्रा० लि०,
एफ़ो हाउस, बी.-9, विभूति खण्ड,
गोमती नगर, लखनऊ-226010

विषय:- वाराणसी-शक्तिनगर मार्ग (एस०एच०-5ए) पर टोल कलेक्शन के दर के अनुमोदन के सम्बन्ध में।

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

महोदय,

उपरोक्त सन्दर्भित पत्र के क्रम में अवगत कराना है कि वाराणसी-शक्तिनगर मार्ग, लं०-115.00 किमी० का निर्माण सार्वजनिक-निजी- सहभागिता (पी.पी.पी.-बी.ओ.टी.) पद्धति पर 75 प्रतिशत पूर्ण हो जाने के उपरान्त टीम लीडर, स्वतन्त्र अभियन्ता मेसर्स सी.एम.ई.सी. कंसल्टिंग इंजीनियर्स, भुवनेश्वर के पत्र संख्या-CMEC/V-S/IE-1228, दिनांक 29.10.2015 द्वारा मार्ग को Commercial Operation हेतु उपयुक्त पाए जाने के कारण मार्ग के किमी० 3.970 से किमी० 4.970(टोल प्लाजा-1), किमी० 67.275 से किमी० 68.275(टोल प्लाजा-2) एवं किमी० 108.054 से किमी० 109.990(टोल प्लाजा-3) पर स्थित टोल प्लाजा पर विभिन्न प्रकार के वाहनों से टोल टैक्स एकत्रित करने हेतु दिनांक 31 अक्टूबर, 2015 के 0.00 Hour से अधिकृत किया जाता है। स्वतन्त्र अभियन्ता द्वारा Provisional Completion Certificate के साथ संलग्न Punch List Items को अनुबन्ध के आर्टिकल-14.4 के अनुसार पूर्ण करना सुनिश्चित करें। टोल टैक्स की दरें संलग्न सूची के अनुसार है।

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

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

संलग्नक:- यथोक्त।

भवदीय,



(नवनीत सहगल)

आई.ए.एस.

मुख्य कार्यपालक अधिकारी

पत्रांक एवं दिनांक उपरोक्तानुसार।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

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

(नवनीत सहगल)

आई.ए.एस.

मुख्य कार्यपालक अधिकारी



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

ACP Tollways Pvt., Ltd., Lucknow

PUBLIC NOTICE ON USER FEE TOLL RATES

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

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

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

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

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

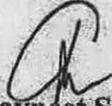
Category of Vehicle	Fee for Single Journey	Fee for Return journey within 24 Hours	For Monthly Pass valid for maximum 50 journeys
Car, Jeep, Van or Light Motor Vehicle	85	125	2805
Light Commercial Vehicle, Light Goods or Mini Bus	125	190	4225
Bus or Truck (Two Axle)	255	380	8420
Heavy Construction Machinery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

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

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

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

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


(Navneet Sehgal)
Chief Executive Officer,
UPSHA

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

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

To

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

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

Sir,

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

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

Copy to:-

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

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

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

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

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

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

Sir,

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

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

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

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

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

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

Yours faithfully,

(Priya Ranjan)

Sr. Assistant Inspector General of Forests

Copy to:-

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

(Priya Ranjan)

Sr. Assistant Inspector General of Forests



CMEC Consulting Engineers

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

(ISO 9001 : 2008 Certified)

Ref: CMEC/V-S/IE-934

Date: 07.02.2015

To

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

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

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

Dear Sir,

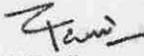
The following drawing of the Toll Plaza no.02 at Ch. 68+100 has been reviewed and found in order to Section.10 of IRC SP: 84-2009.

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

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

Thanking you & counting on your early compliance.

Truly yours


(U.K.Pani)

Team Leader

Encl: As stated above.

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

Encl: As stated above.

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

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

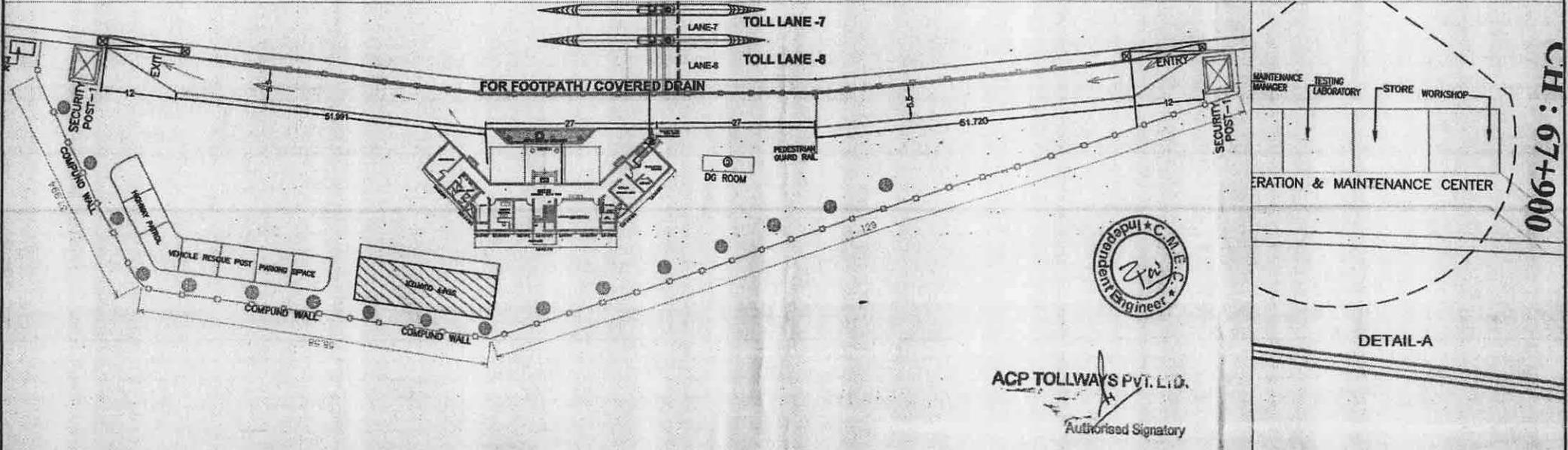
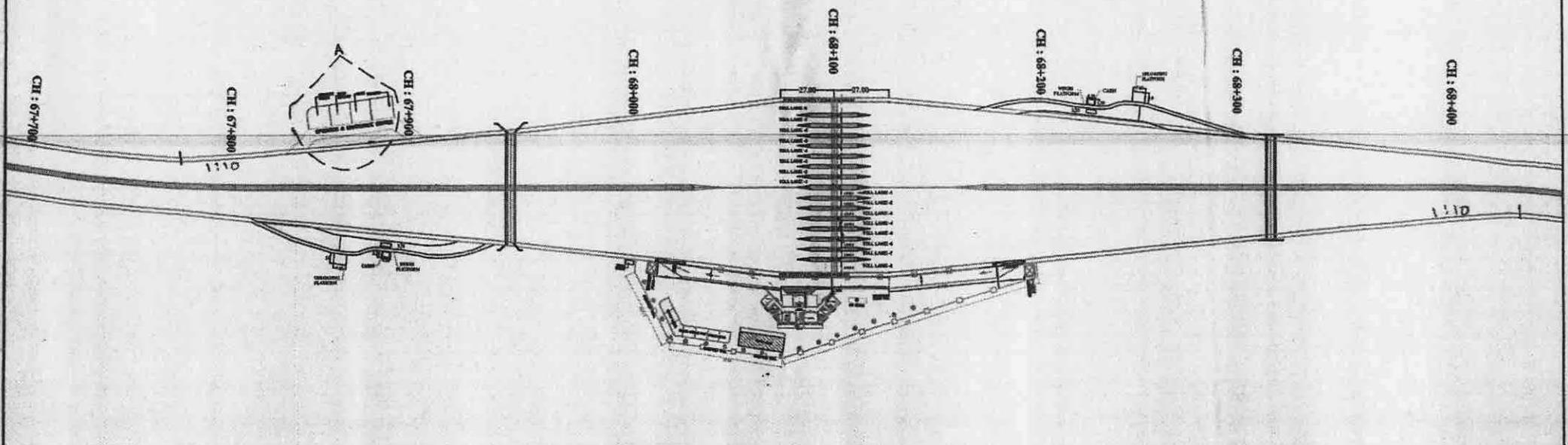
Mob. : 8601878209, 8601878210, E-mail : cmevaranasi@gmail.com, cmevaranasi@cme.co.in

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

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

← VARANASI

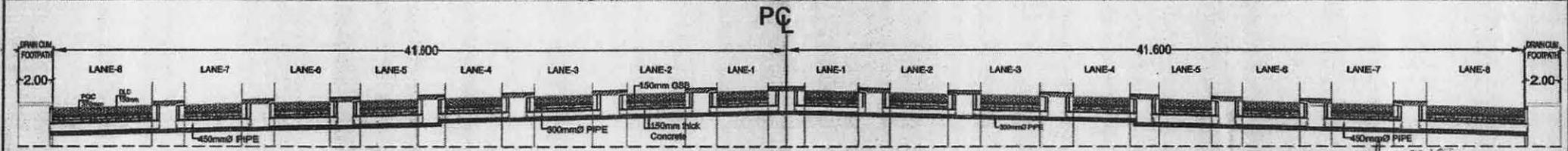
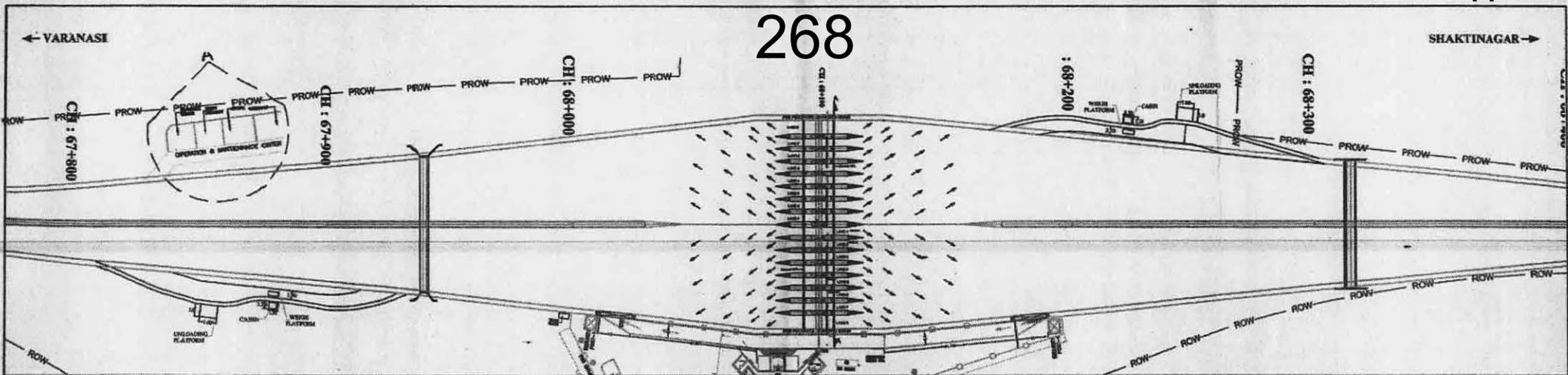
SHAKTINAGAR →



ACP TOLLWAYS PVT. LTD.
Authorized Signatory

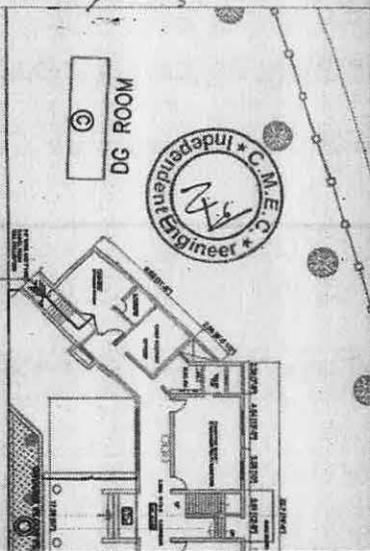
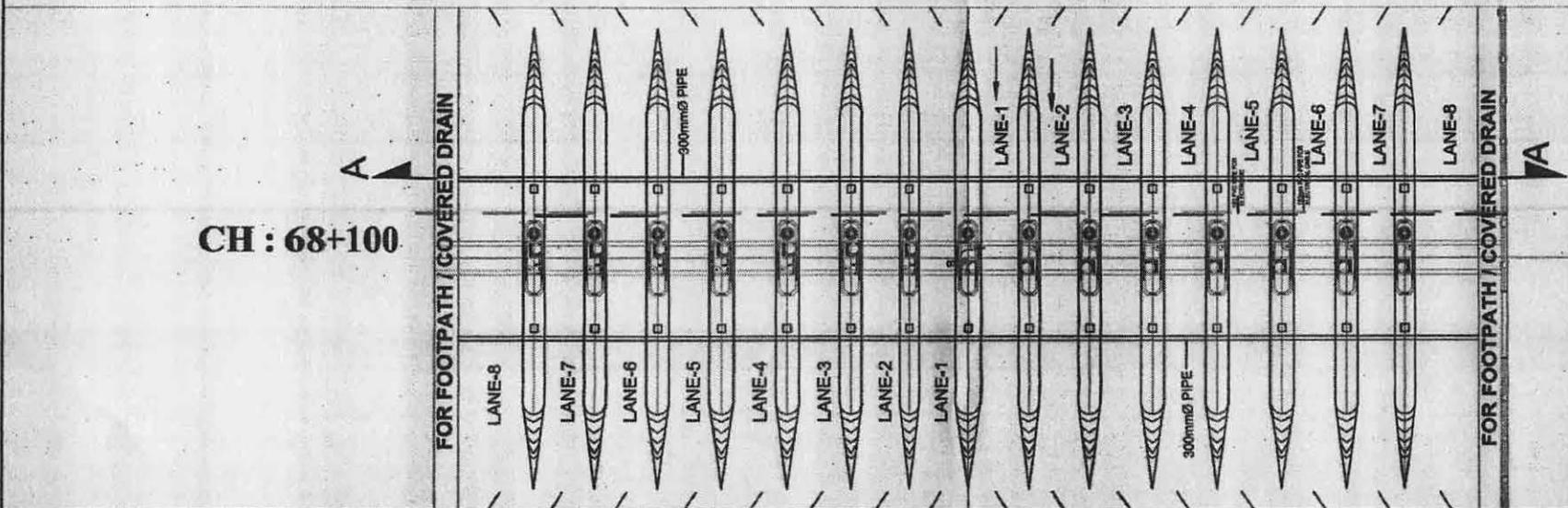
NO. DATE 3-2-15 R-1 DESCRIPTION REVISIONS APPROVED	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-9, VIKRANTI KHAND, GOVATI NAGAR, LUCKNOW 226010 (UP)	EPC: CHEYAK ENTERPRISES Ltd. D-4, Shilpi Park, Park Area, Indapur-221001, Dist. Chhapra (UP)	STATUS OF DRAWING FOR APPROVAL	DRAWN BY CHECKED BY APPROVED BY HORIZONTAL SCALE/AS SHOWN	TITLE PROPOSED TOLL PLAZA AT CH:68+100(GAD) DRAWING NO. ACPT/NSRP/TOLL/01	A2
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMEC Consulting Engineers					

268

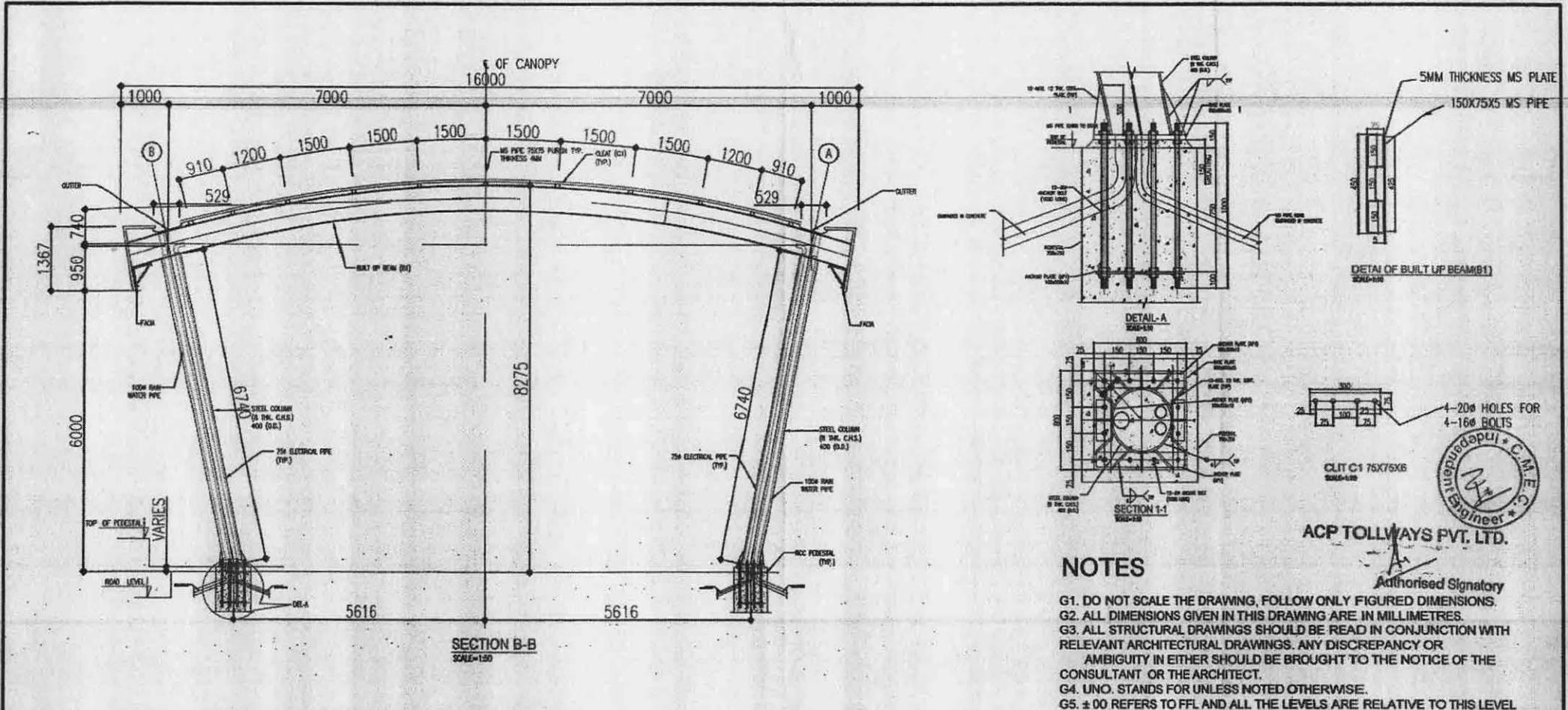


SECTION A-A

ACP TOLLWAYS PVT. LTD.
Authorized Signatory



19.2.18 R-0 W.D. DATE REVISIONS	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-4, VIBHUTI KHAND, GINATI NAGAR, LUCKNOW 226010 (U.P.)	EPC: CHITRA ENTERPRISES Ltd. B-10, VIBHUTI KHAND, PASTH ARA, SHAKHARUJI, LUCKNOW-226010, (U.P.)	STATUS OF DRAWING FOR APPROVAL	DRAWN BY <i>[Signature]</i>	TITLE PROPOSED TOLL PLAZA AT CH:68+100(DRAINAGE PLAN)
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMEC Consulting Engineers	CHECKED BY <i>[Signature]</i>	APPROVED BY <i>[Signature]</i>	DRAWING NO. ACP/TSR/PT/11/02-A (Sheet 2 of 2)	HORIZONTAL SCALE: AS SHOWN



NOTES

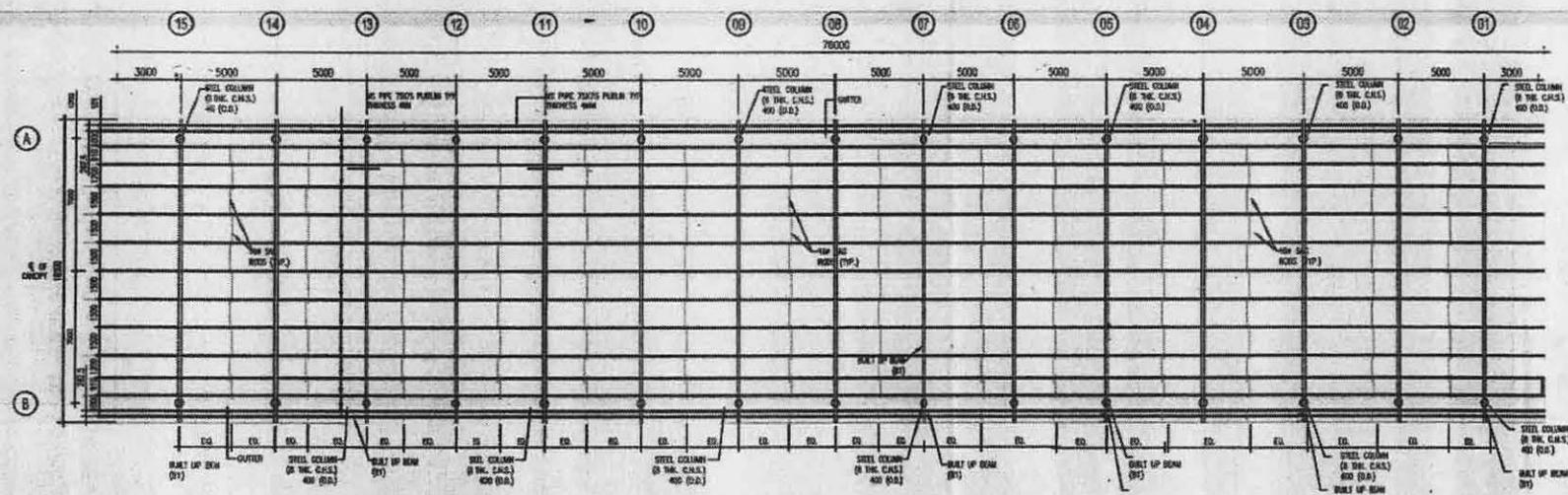
- G1. DO NOT SCALE THE DRAWING. FOLLOW ONLY FIGURED DIMENSIONS.
- G2. ALL DIMENSIONS GIVEN IN THIS DRAWING ARE IN MILLIMETRES.
- G3. ALL STRUCTURAL DRAWINGS SHOULD BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL DRAWINGS. ANY DISCREPANCY OR AMBIGUITY IN EITHER SHOULD BE BROUGHT TO THE NOTICE OF THE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

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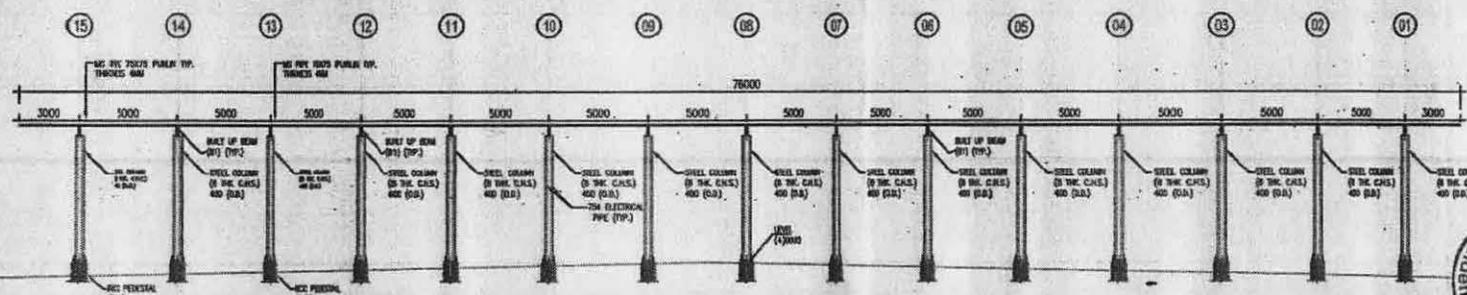
Authorised Signatory



PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. B-9, VISHVATI KAPUR, DOMTINAGAR, LAKSHMI 201009 (U.P.)		EPC: CHETAK ENTERPRISES LM. The Engineer, Road, Park Area, Mahanagar, 221002, Dist (Chhapra) (U.P.)		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]		TITLE: PLAN OF TOLL PLAZA 16 LANE - 1 DRAWING NO.: ACP/PLA/VRP/TOLL/03 (Sheet 01 of 01)	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMEC Consulting Engineers		DATE: 19-1-15 REVISIONS: R-0		APPROVED: [Signature]		HORIZONTAL SCALE: AS SHOWN		AZ	



CANOPY PLAN @ ROOF LEVEL



SECTION A-A

NOTES GENERAL

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

STRUCTURAL STEEL

S1. ALL DIMENSIONS & LEVELS ARE IN MM UNLESS NOTED OTHERWISE.
 S2. THIS DRAWING IS NOT BE SCALED ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED.
 S3. ALL CONTACT SURFACES OF STRUCTURAL STEEL SHALL BE WELDED WITH SHOP THROUGH FLUET WELD U.G.S.
 S4. ALL BOLT WELDS SHALL BE PROVIDED WITH A BEVEL RIM.
 S5. ALL ENCLOSED MEMBERS AND GUSSET PLATES ARE TO BE CHECKED BY FULL SHOP LAYOUT.
 S6. ALL EJECTION HOLES ARE 100 HED FOR 100 EJECTION BOLTS (N.A.O).
 S7. ALL PERMANENT HOLES SHALL BE 2mm LARGER THAN THE BOLT DIA.
 S8. ALL 30x30x10 ARE NON STRENGTH REDUCERS.
 S9. ALL STEEL HOLLOW PIPE SECTION SHALL BE OF GRADE TP 300.
 S10. ALL BASE PLATE & MEMBRAL STEEL SECTION SHALL BE OF GRADE TP 250.
 S11. ALL ANCHOR BOLTS SHALL BE Fy=250 Mpa (AS PER IS:2062 OR 4).



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HNO. DATE: 19-1-15 R-0 REVISIONS	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONCESSIONAIRE: ACP TOLLWAYS PVT. LTD. (M-9, VIKRANT CHAND, GOMTI BAGH, LUCKNOW-226004 (U.P.))	EPC: CHETAK ENTERPRISES LTD. (B-9, VIKRANT CHAND, GOMTI BAGH, LUCKNOW-226004 (U.P.))	STATUS OF DRAWING: FOR APPROVAL	DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	TITLE: PLAN OF TOLL PLAZA 16 LANE - II DRAWING NO: ACP/TPL/VS/RP/TOLL/03-A (Sheet 02 of 02)
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMBC Consulting Engineers				HORIZONTAL SCALE: AS SHOWN

← VARANASI

SHAKTINAGAR →

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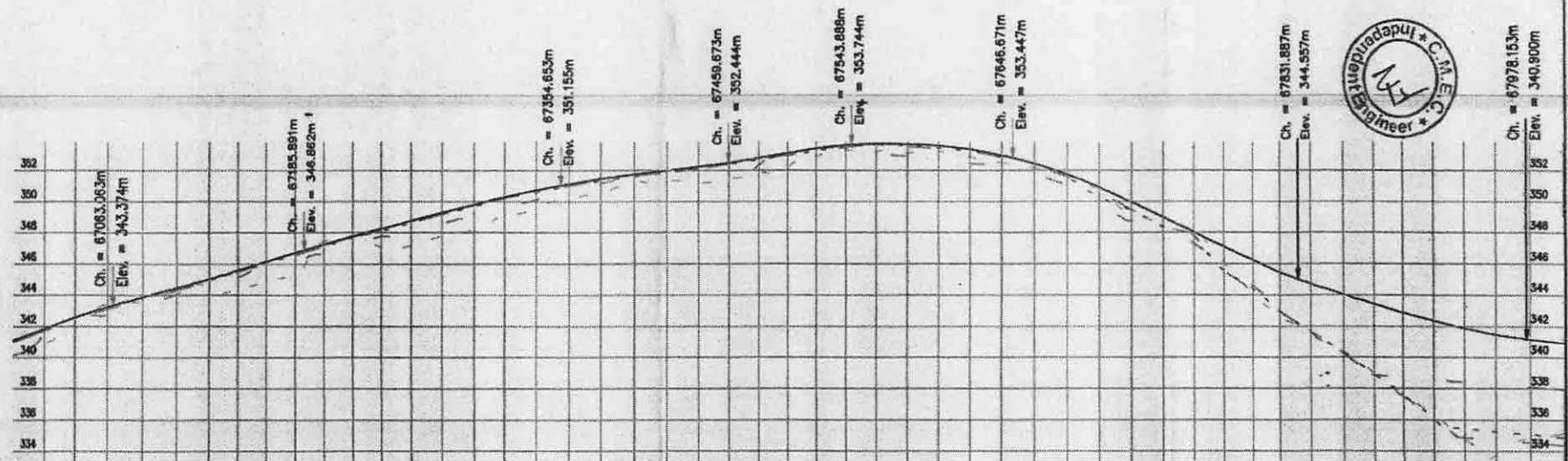


Table with 10 rows: Proposed Road Level at Median Edge - Left Carriageway (m), Proposed Road Level at Median Edge - Right Carriageway (m), Existing Ground/Road Level at Median Edge - Left Carriageway (m), Existing Ground/Road Level at Median Edge - Right Carriageway (m), Ground Level at 15m to Left of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

Project information block including: PROJECT: FOUR LANEING(WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH; CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY; CONSULTANT: BCS CONSORTIUM; STATUS OF DRAWING: FOR APPROVAL; DRAWN BY: AMARJEET SINGH; TITLE: PROPOSED DESIGN PLAN & PROFILE; KM 67400 to KM 68400; DRAWING NO: BCS/SVP&P-04 (Sheet 01 of 01); A2.

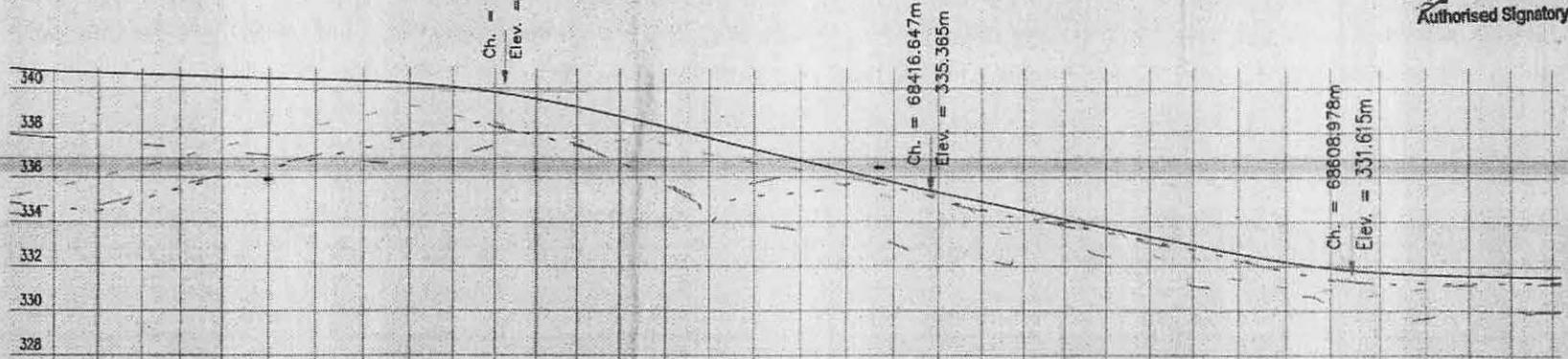
← VARANASI

SHAKTINAGAR →

272

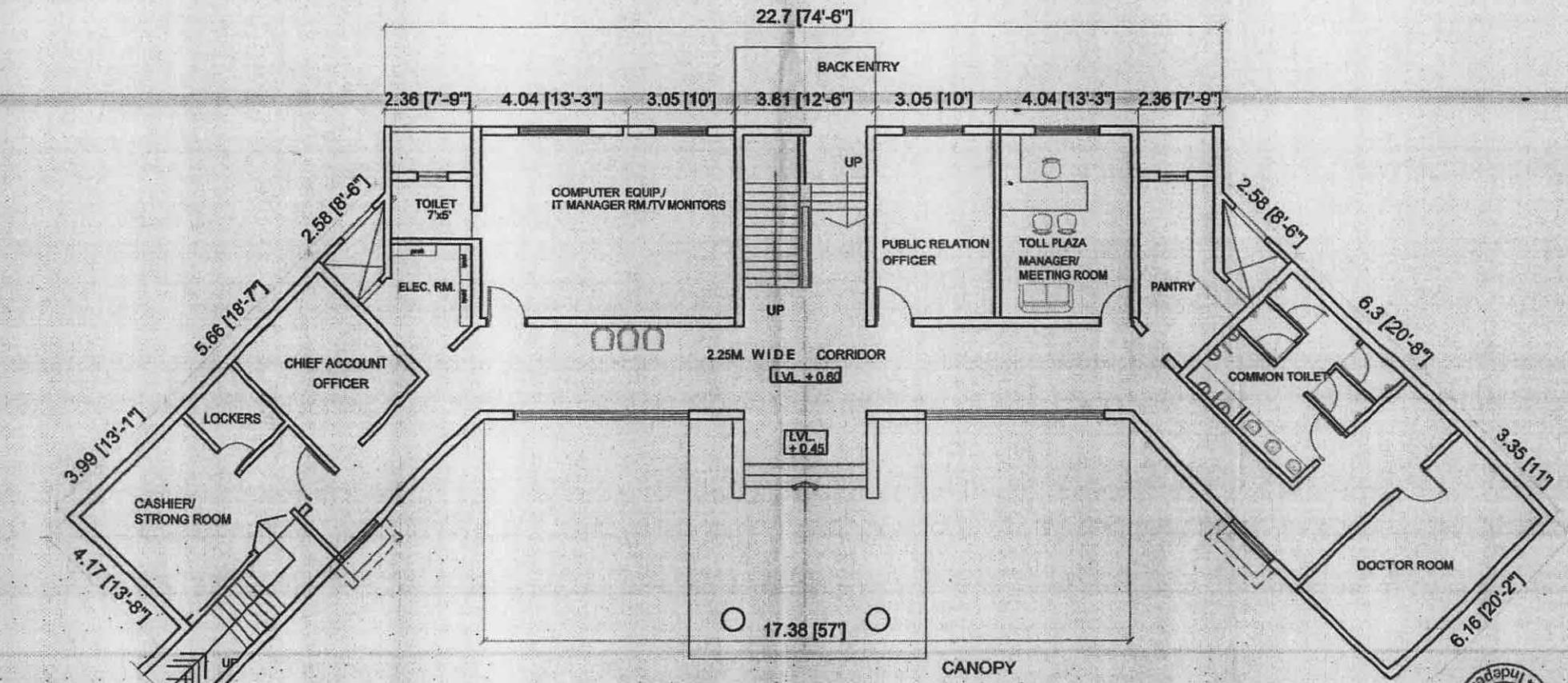
ACP TOLLWAYS PVT. LTD.

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DATUM (m)=326.000

Proposed Road Level at Median Edge - Left Carriageway (m)	340.922	340.792	340.715	340.655	340.595	340.535	340.475	340.415	340.355	340.295	340.235	340.175	340.115	340.055	339.995	339.935	339.875	339.815	339.755	339.695	339.635	339.575	339.515	339.455	339.395	339.335	339.275	339.215	339.155	339.095	339.035	338.975	338.915	338.855	338.795	338.735	338.675	338.615	338.555	338.495	338.435	338.375	338.315	338.255	338.195	338.135	338.075	338.015	337.955	337.895	337.835	337.775	337.715	337.655	337.595	337.535	337.475	337.415	337.355	337.295	337.235	337.175	337.115	337.055	336.995	336.935	336.875	336.815	336.755	336.695	336.635	336.575	336.515	336.455	336.395	336.335	336.275	336.215	336.155	336.095	336.035	335.975	335.915	335.855	335.795	335.735	335.675	335.615	335.555	335.495	335.435	335.375	335.315	335.255	335.195	335.135	335.075	335.015	334.955	334.895	334.835	334.775	334.715	334.655	334.595	334.535	334.475	334.415	334.355	334.295	334.235	334.175	334.115	334.055	333.995	333.935	333.875	333.815	333.755	333.695	333.635	333.575	333.515	333.455	333.395	333.335	333.275	333.215	333.155	333.095	333.035	332.975	332.915	332.855	332.795	332.735	332.675	332.615	332.555	332.495	332.435	332.375	332.315	332.255	332.195	332.135	332.075	332.015	331.955	331.895	331.835	331.775	331.715	331.655	331.595	331.535	331.475	331.415	331.355	331.295	331.235	331.175	331.115	331.055	330.995	330.935	330.875	330.815	330.755	330.695	330.635	330.575	330.515	330.455	330.395	330.335	330.275	330.215	330.155	330.095	330.035	329.975	329.915	329.855	329.795	329.735	329.675	329.615	329.555	329.495	329.435	329.375	329.315	329.255	329.195	329.135	329.075	329.015	328.955	328.895	328.835	328.775	328.715	328.655	328.595	328.535	328.475	328.415	328.355	328.295	328.235	328.175	328.115	328.055	327.995	327.935	327.875	327.815	327.755	327.695	327.635	327.575	327.515	327.455	327.395	327.335	327.275	327.215	327.155	327.095	327.035	326.975	326.915	326.855	326.795	326.735	326.675	326.615	326.555	326.495	326.435	326.375	326.315	326.255	326.195	326.135	326.075	326.015	325.955	325.895	325.835	325.775	325.715	325.655	325.595	325.535	325.475	325.415	325.355	325.295	325.235	325.175	325.115	325.055	324.995	324.935	324.875	324.815	324.755	324.695	324.635	324.575	324.515	324.455	324.395	324.335	324.275	324.215	324.155	324.095	324.035	323.975	323.915	323.855	323.795	323.735	323.675	323.615	323.555	323.495	323.435	323.375	323.315	323.255	323.195	323.135	323.075	323.015	322.955	322.895	322.835	322.775	322.715	322.655	322.595	322.535	322.475	322.415	322.355	322.295	322.235	322.175	322.115	322.055	321.995	321.935	321.875	321.815	321.755	321.695	321.635	321.575	321.515	321.455	321.395	321.335	321.275	321.215	321.155	321.095	321.035	320.975	320.915	320.855	320.795	320.735	320.675	320.615	320.555	320.495	320.435	320.375	320.315	320.255	320.195	320.135	320.075	320.015	319.955	319.895	319.835	319.775	319.715	319.655	319.595	319.535	319.475	319.415	319.355	319.295	319.235	319.175	319.115	319.055	318.995	318.935	318.875	318.815	318.755	318.695	318.635	318.575	318.515	318.455	318.395	318.335	318.275	318.215	318.155	318.095	318.035	317.975	317.915	317.855	317.795	317.735	317.675	317.615	317.555	317.495	317.435	317.375	317.315	317.255	317.195	317.135	317.075	317.015	316.955	316.895	316.835	316.775	316.715	316.655	316.595	316.535	316.475	316.415	316.355	316.295	316.235	316.175	316.115	316.055	315.995	315.935	315.875	315.815	315.755	315.695	315.635	315.575	315.515	315.455	315.395	315.335	315.275	315.215	315.155	315.095	315.035	314.975	314.915	314.855	314.795	314.735	314.675	314.615	314.555	314.495	314.435	314.375	314.315	314.255	314.195	314.135	314.075	314.015	313.955	313.895	313.835	313.775	313.715	313.655	313.595	313.535	313.475	313.415	313.355	313.295	313.235	313.175	313.115	313.055	312.995	312.935	312.875	312.815	312.755	312.695	312.635	312.575	312.515	312.455	312.395	312.335	312.275	312.215	312.155	312.095	312.035	311.975	311.915	311.855	311.795	311.735	311.675	311.615	311.555	311.495	311.435	311.375	311.315	311.255	311.195	311.135	311.075	311.015	310.955	310.895	310.835	310.775	310.715	310.655	310.595	310.535	310.475	310.415	310.355	310.295	310.235	310.175	310.115	310.055	310.015	309.955	309.895	309.835	309.775	309.715	309.655	309.595	309.535	309.475	309.415	309.355	309.295	309.235	309.175	309.115	309.055	308.995	308.935	308.875	308.815	308.755	308.695	308.635	308.575	308.515	308.455	308.395	308.335	308.275	308.215	308.155	308.095	308.035	307.975	307.915	307.855	307.795	307.735	307.675	307.615	307.555	307.495	307.435	307.375	307.315	307.255	307.195	307.135	307.075	307.015	306.955	306.895	306.835	306.775	306.715	306.655	306.595	306.535	306.475	306.415	306.355	306.295	306.235	306.175	306.115	306.055	305.995	305.935	305.875	305.815	305.755	305.695	305.635	305.575	305.515	305.455	305.395	305.335	305.275	305.215	305.155	305.095	305.035	304.975	304.915	304.855	304.795	304.735	304.675	304.615	304.555	304.495	304.435	304.375	304.315	304.255	304.195	304.135	304.075	304.015	303.955	303.895	303.835	303.775	303.715	303.655	303.595	303.535	303.475	303.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GROUND FLOOR PLAN

ADMINISTRATION BLOCK

5'-0" WIDE AND 7' HIGH TUNNEL FROM TOLL COLLECTION BOOTH

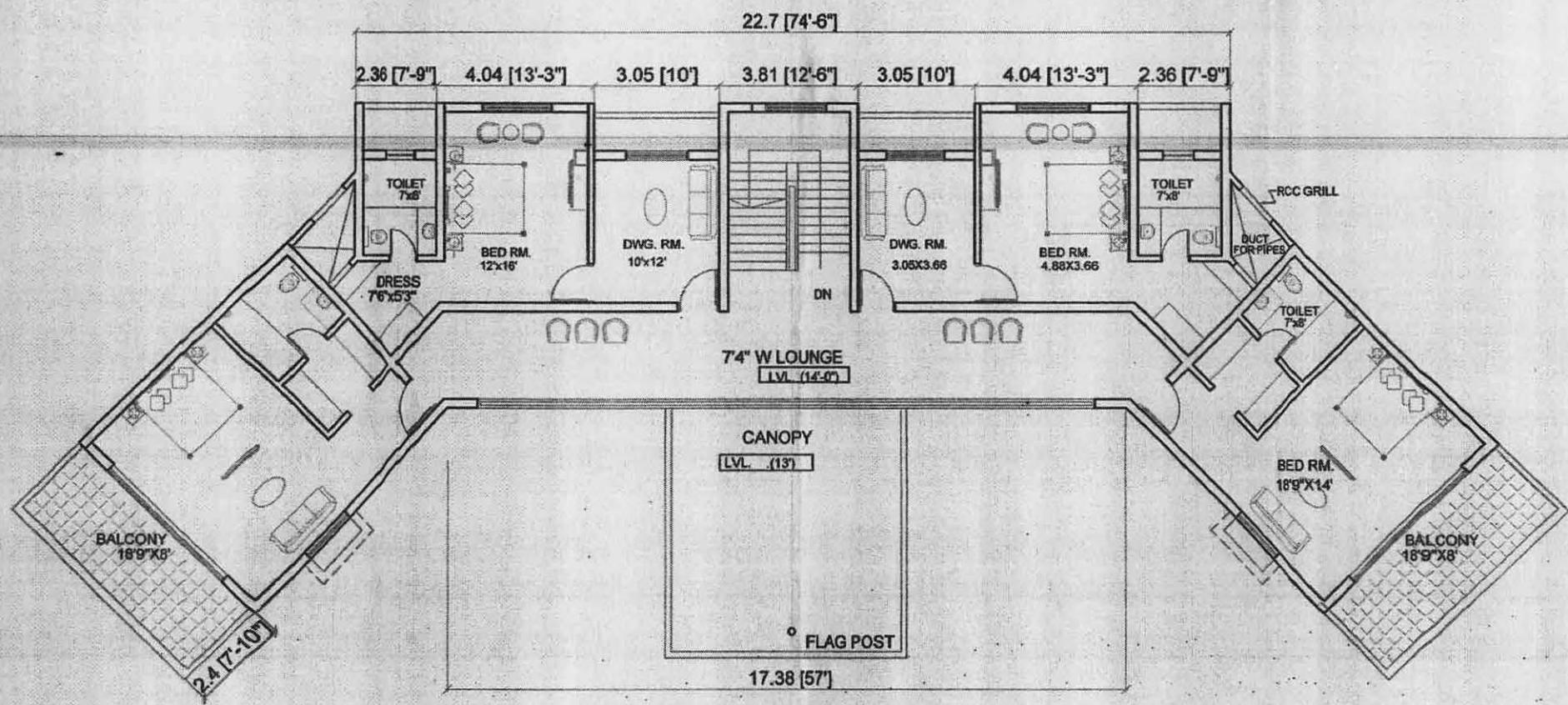


ACP TOLLWAYS PVT. LTD.
 Authorised Signatory

PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		CONCESSIONAIRE: ACP TOLLWAYS Pvt. Ltd. #A, VISHVI BSMAG, GOMTI NAGAR, LUCKNOW 226010 (U/P) INDEPENDENT ENGINEER: CMCC Consulting Engineers		EPC: CHETAK ENTERPRISES Ltd. Dist. Banglov Road, Park Area, Madhwa-110001, Dist-Changam (H.P.)		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH-68+100 (BUILDING PLAN) DRAWING NO: ACP/PL/VSP/TOLL/166 (Sheet of 01) HORIZONTAL SCALE: AS SHOWN		A2
REVISIONS 1-2-11 R-1												

← SHAKTINAGAR

VARANASI →



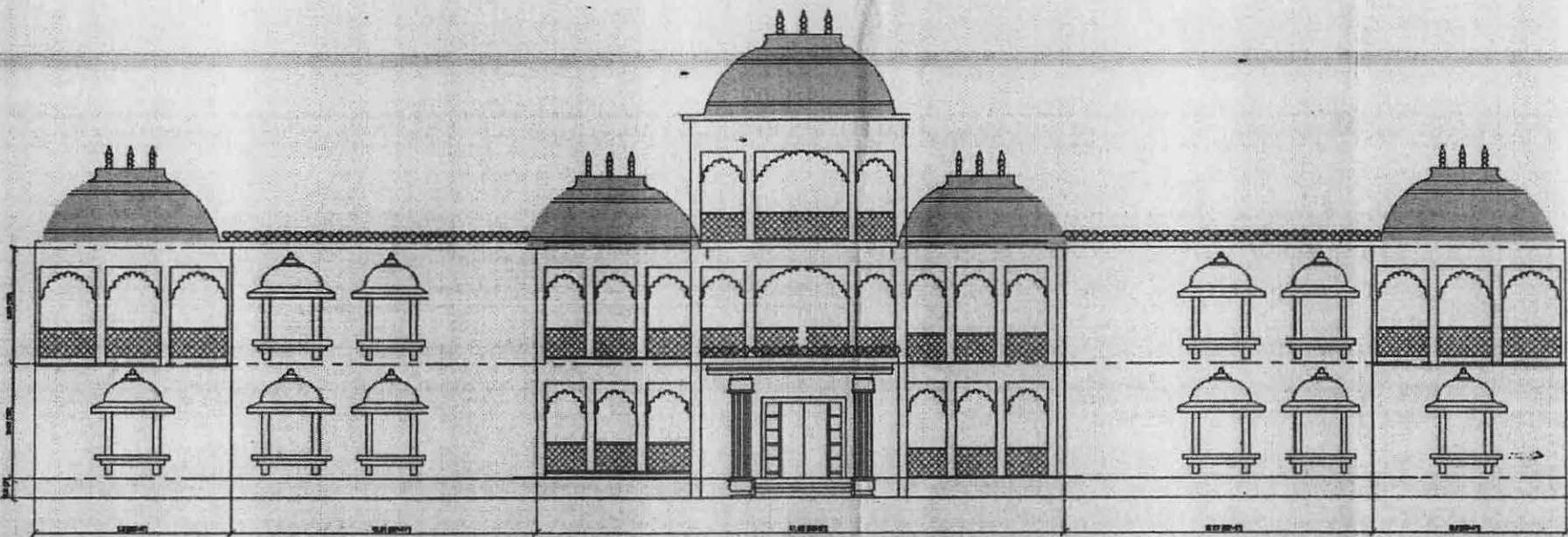
FIRST FLOOR PLAN

ADMINISTRATION BLOCK



ACP TOLLWAYS PVT. LTD.
 Authorised Signatory

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



OPEN FRONT ELEVATION



ACP TOLLWAYS PVT. LTD.
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PREPARED BY: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCURRENCE: ACP TOLLWAYS Pvt. Ltd. <small>D-4, VISHVA SUKHO, GONERMANA, LAKSHMOW 221016 (U.P.)</small>		EPC: CHETAK ENTERPRISES Ltd. <small>206, Baghpat Road, Baghpat, Meerut (U.P.)</small>		STATUS OF DRAWING: FOR APPROVAL		DRAWN BY: <i>[Signature]</i>		TITLE: PROPOSED TOLL PLAZA AT CH-68+100 (BUILDING ELEVATION PLAN)	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMEC Consulting Engineers						CHECKED BY: <i>[Signature]</i>		DRAWING NO.: ACP/PL/VSRP/TOLL/08 (Sheet 3 of 3)	
DATE: 2-2-15		REVISIONS: 2-1		APPROVED: <i>[Signature]</i>				HORIZONTAL SCALE: AS SHOWN		A2	



(ISO 9001 : 2008 Certified)

CMEC Consulting Engineers

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

Ref: CMEC/V-S/IE-941

Date 11.02.2015

To

M/s ACP Tollways Pvt. Ltd.

B-9, Vibhuti Khand, Gomati Nagar,

Lucknow-226010(UP)

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

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

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

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

Dear Sir,

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

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

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

Truly yours

(U.K.Pani)

Team Leader

Encl: As above

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

Encl: As above

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

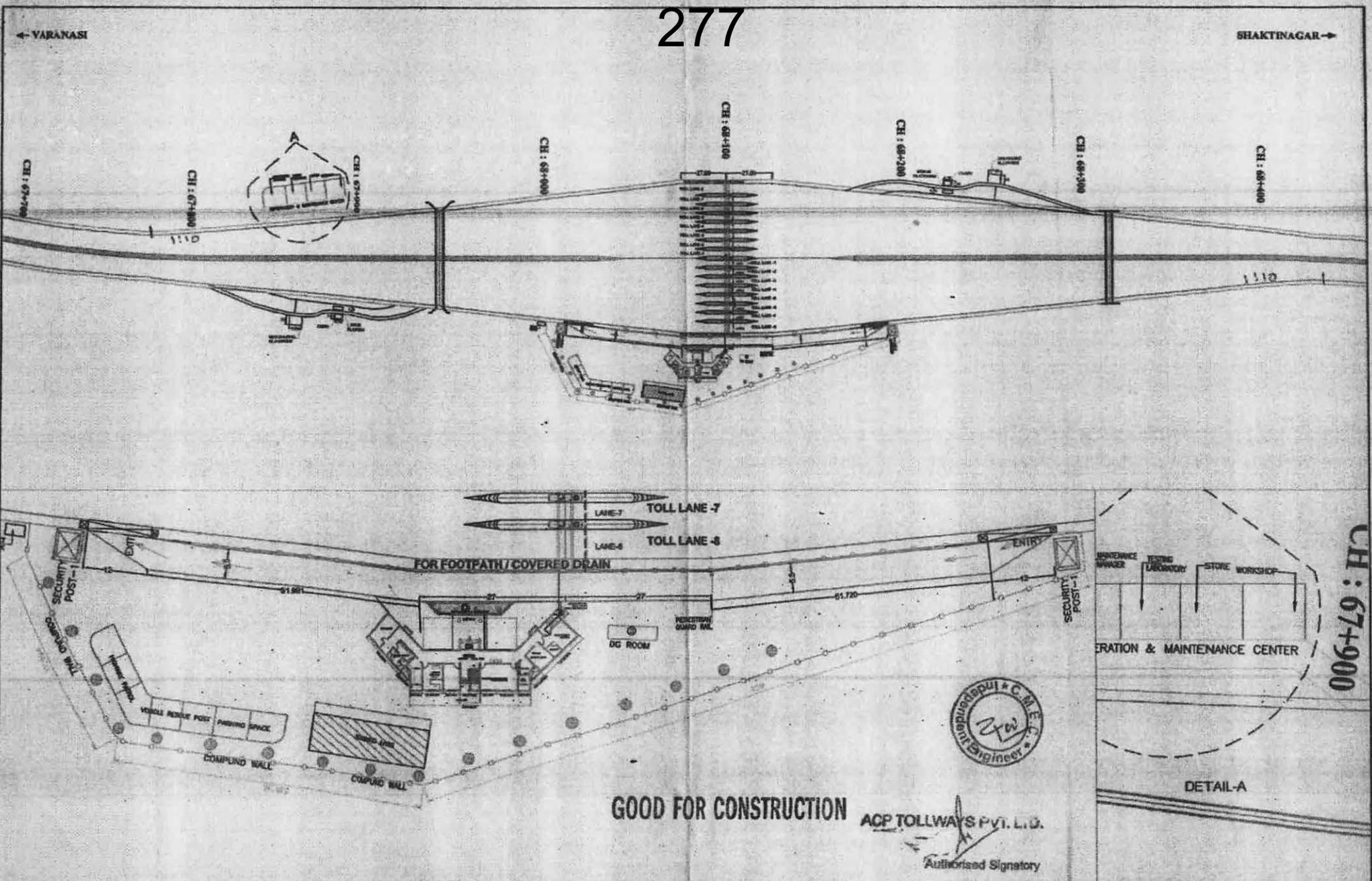
Project Office : 1st Floor, Plot No. 1065, Maruti Nagar, Vill - Sir Gobardhanpur, PO- Ramna, Lanka, Varanasi, Uttar Pradesh, PIN - 221005

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

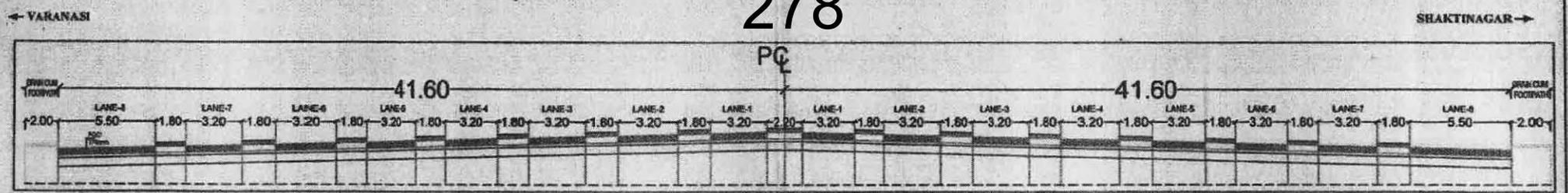
Regd. Office : Plot No. 551/2417, Samantarapur Chhak, Old Town, Bhubaneswar, Odisha, PIN-751002, Website : www.cmec.co.in

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

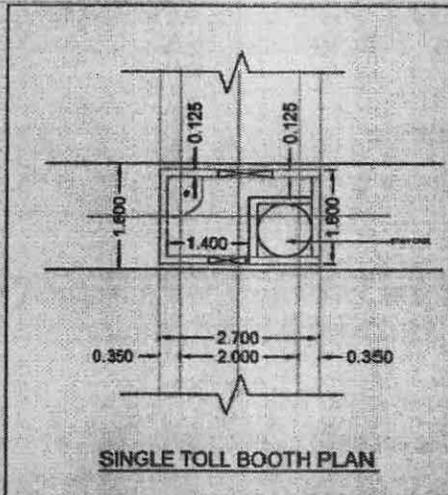
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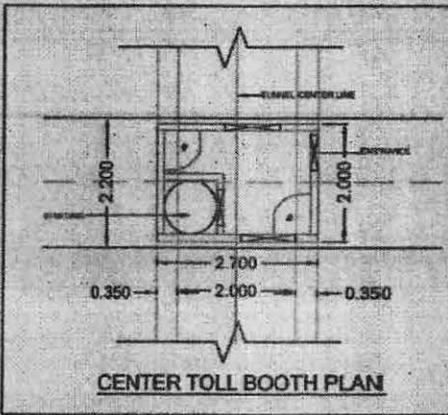
DATE: BY: DESCRIPTION: REVISIONS:	PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CLIENT: Uttar Pradesh State Highways Authority	CONSULTANT: ACP TOLLWAYS PVT. LTD.	ENGINEER: CHETAK ENTERPRISES Ltd.	STATUS OF DRAWING: FOR APPROVAL	DRAWN BY: CHECKED BY: APPROVED BY:	TITLE: PROPOSED TOLL PLAZA AT CH: 68+100 (GAD)	DRAWING NO: ACP/TL/SP/2011/01	A2
	U.P. STATE HIGHWAYS AUTHORITY	O.M.E.C. Consulting Engineers	ACP TOLLWAYS PVT. LTD.	CHETAK ENTERPRISES Ltd.	FOR APPROVAL	TITLE: PROPOSED TOLL PLAZA AT CH: 68+100 (GAD)			



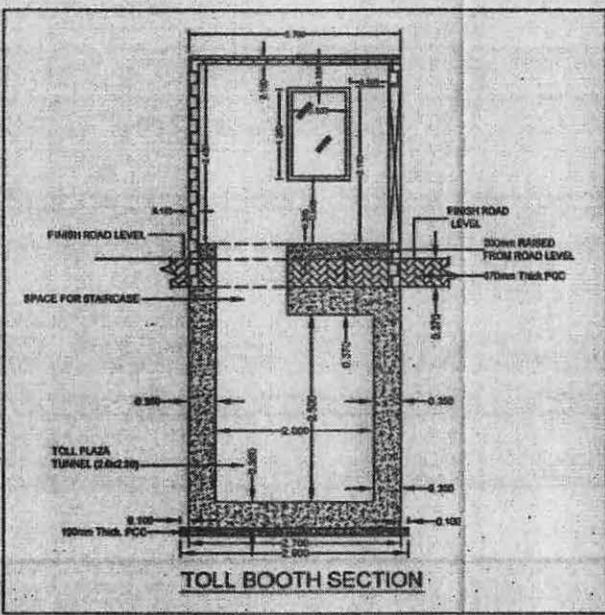
CROSS SECTION AT TOLL PLAZA CH:88+100



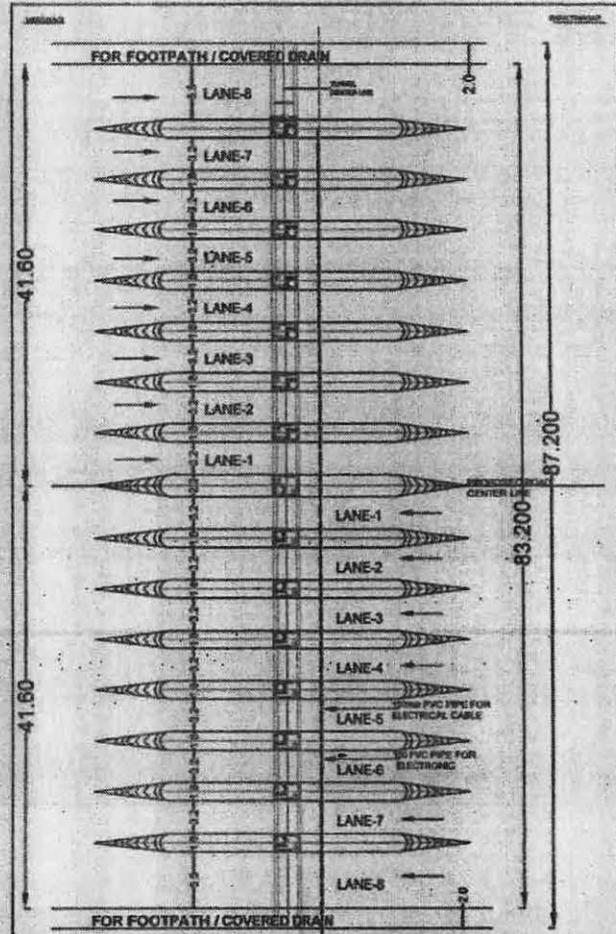
SINGLE TOLL BOOTH PLAN



CENTER TOLL BOOTH PLAN



TOLL BOOTH SECTION



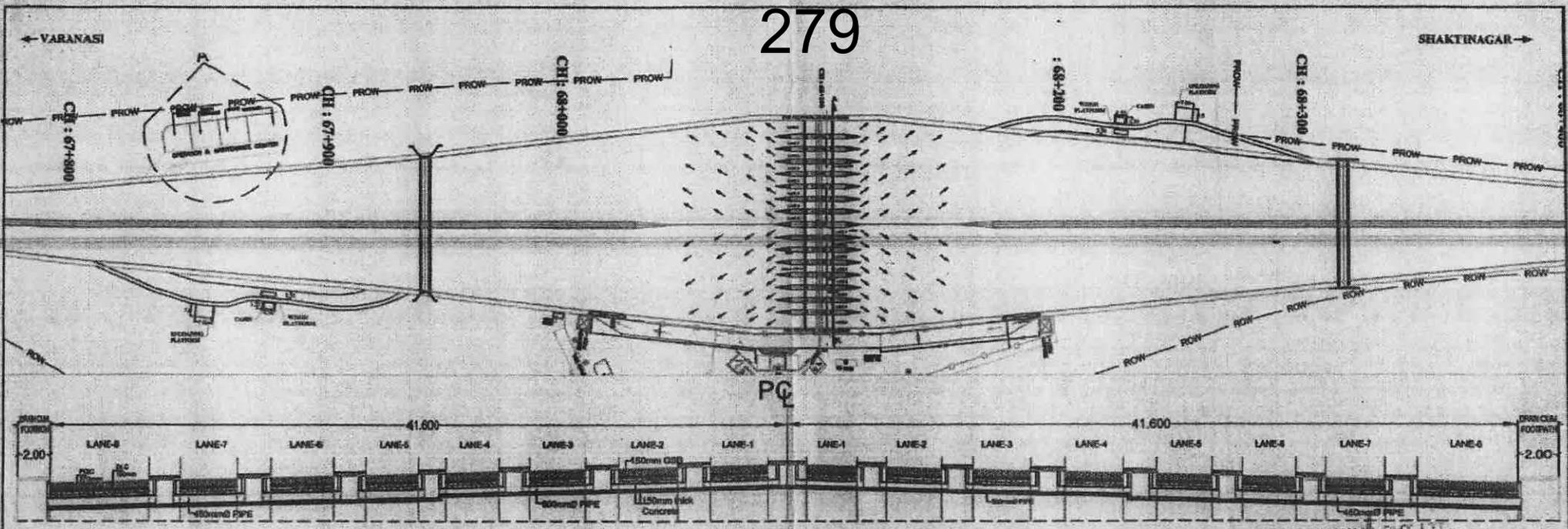
GOOD FOR CONSTRUCTION



ACP TOLLWAYS PVT. LTD.
Authorised Signatory

NO. 11-6 DATE: 19-05-2019 REVISIONS:	PROJECT: FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH	CONSULTANT: ACP TOLLWAYS PVT. Ltd. 84, VARANASI ROAD, GOREE BAGHA, LEICESTER 220134 (INDIA)	A.P.C.: CHETAK ENTERPRISES LM 6th, Sector-10, Phase-1, Gurgaon-122001, Haryana (INDIA)	STATUS OF DRAWING: FOR APPROVAL	DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	TITLE: PROPOSED TOLL PLAZA AT CH:88+100 (TOLL BOOTH DETAILS) DRAWING NO: ACP/PLN/SRP/TOLL/02 (Sheet 01 of 01)	A2
	CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY	INDEPENDENT ENGINEER: CMEC Consulting Engineers			HORIZONTAL SCALE: AS SHOWN		

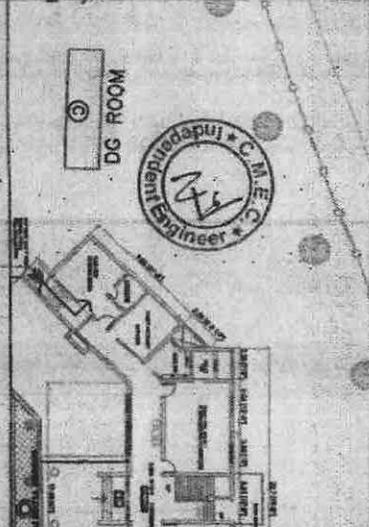
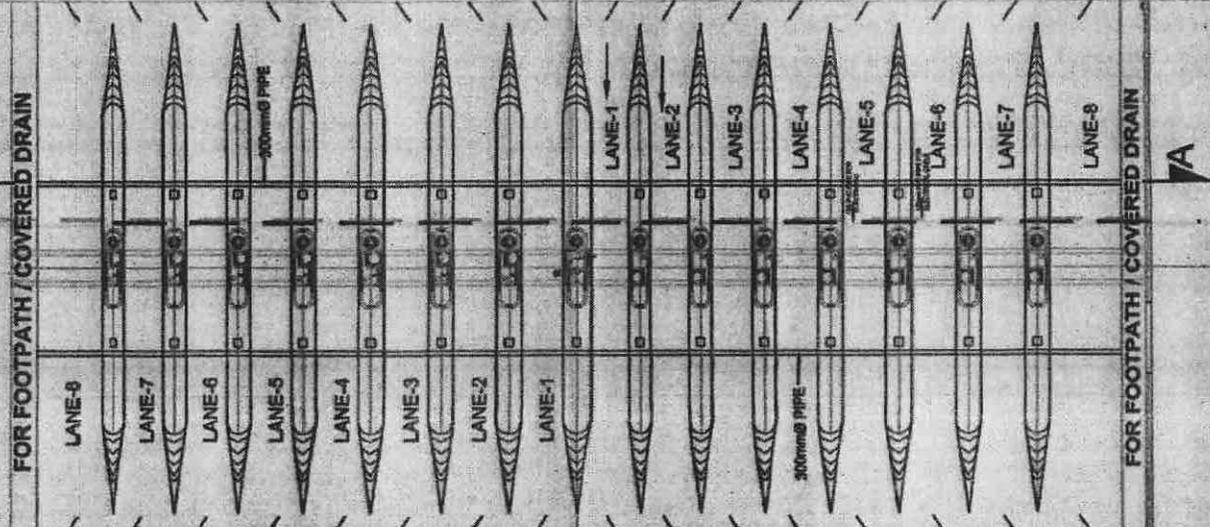
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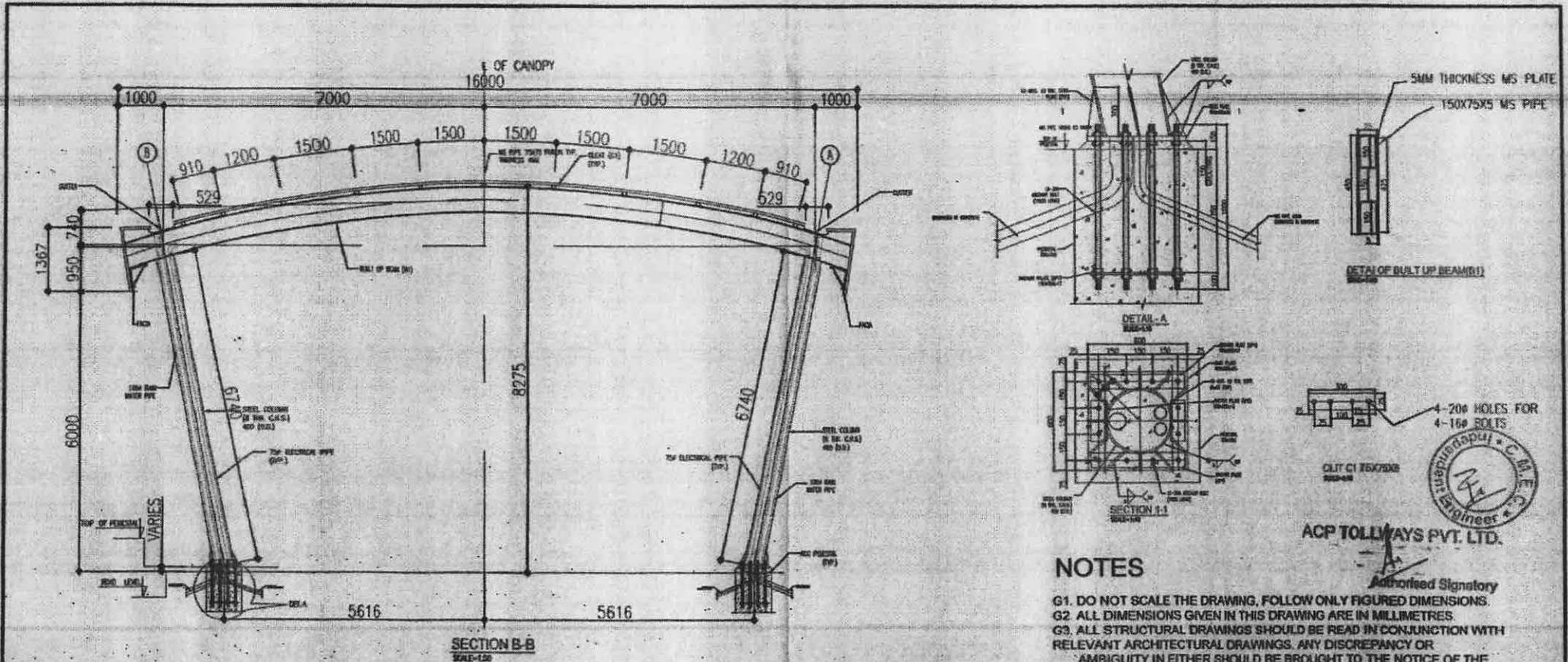
SECTION A-A GOOD FOR CONSTRUCTION

ACP TOLLWAYS PVT. LTD.
Authorized Signatory

CH : 68+100



<p>PROJECT: FOUR LANES (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH</p>		<p>CONCESSIONAIRE: ACP TOLLWAYS PVT. LTD. 2A, VIBHUTI ENCLAVE, 40/20 INDUSTRIAL ESTATE, NEW DELHI (D.P.)</p>		<p>CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY</p>		<p>ENGINEER: CMEC Consulting Engineers</p>		<p>FOR APPROVAL</p>		<p>TITLE: PROPOSED TOLL PLAZA AT CH:68+100 (DRAINAGE PLAN)</p>	
<p>REVISIONS</p>		<p>DATE: 14.11.19</p>		<p>APPROVED BY: [Signature]</p>		<p>CHECKED BY: [Signature]</p>		<p>APPROVED BY: [Signature]</p>		<p>DRAWING NO: ACP/PLAZA/TOLL/02-A (Sheet 2 of 2)</p>	



NOTES

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

GOOD FOR CONSTRUCTION

<p>PROJECT: FOUR LANE (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH</p>		<p>CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY</p>		<p>OWNER: ACP TOLLWAYS Pvt. Ltd. 80, TRIDENT SQUARE, GOVINDNAGAR, DELHI 110029</p>		<p>DESIGNER: CHEYAK ENTERPRISES Ltd. 210, SINGH ROAD, POKHARA, MUMBAI 400002</p>		<p>SCALE: AS SHOWN</p>		<p>DATE: 17-11-15</p>		<p>REVISIONS: R-0</p>		<p>APPROVED: [Signature]</p>		<p>FOR APPROVAL</p>		<p>DESK: PLAN OF TOLL PLAZA 16 LANE - 1</p>		<p>DRAWING NO: ACP/PL/VSB/P101/02 (Sheet 01 of 01)</p>		<p>A2</p>	
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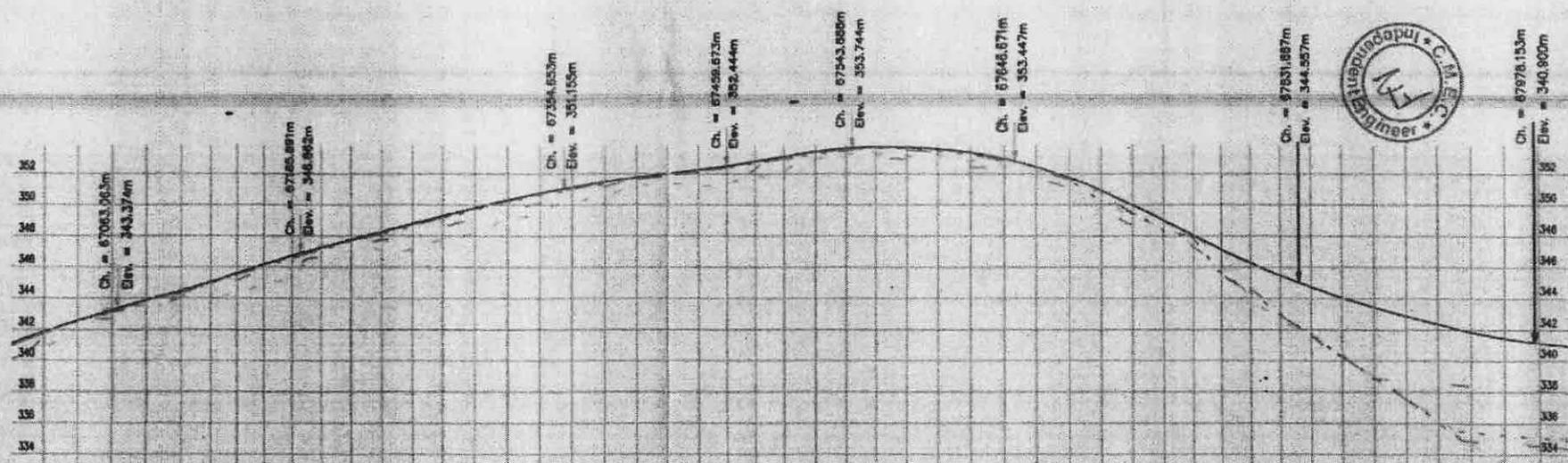
← VARANASI

SHAKTINAGAR →

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DATUM (m)=333.000

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

Chainage (Kms) table with columns from 07000 to 07900.

Project information block including project name (Four Lanes with Pavd Shoulders of Varanasi-Shaktinagar Road), client (Uttar Pradesh State Highways Authority), consultant (BCS Consortium), and approval details.

← VARANASI

SHAKTINAGAR →

GOOD FOR CONSTRUCTION

ACP TOLLWAYS PVT. LTD.

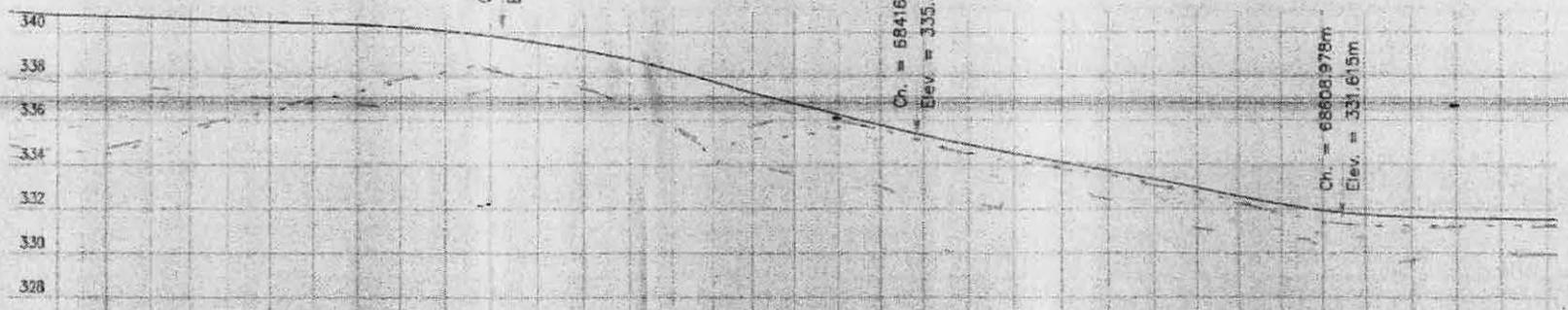
Authorised Signatory

Ch. = 68224.855m
Elev. = 340.160m

Ch. = 68416.647m
Elev. = 335.365m

Ch. = 68608.978m
Elev. = 331.615m

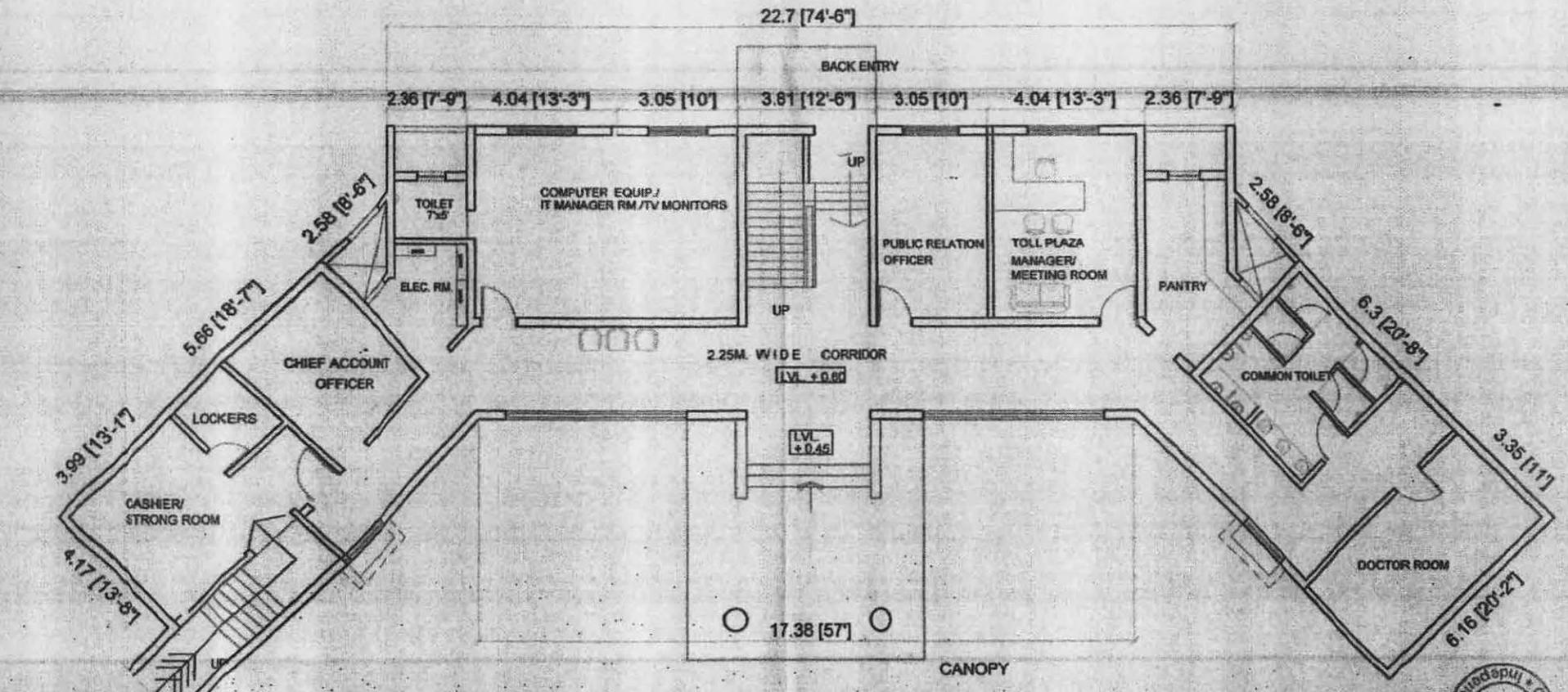
DATUM (m)=326.000



Proposed Road Level at Median Edge - Right Carriageway (m)	340.222	340.782	340.715	340.658	340.586	340.530	340.475	340.415	340.355	340.245	340.075	338.841	336.545	334.086	331.784	330.281	328.698	326.989	325.189	323.289	321.289	319.289	317.289	315.289	313.289	311.289	309.289	307.289	305.289	303.289	301.289	299.289	297.289	295.289	293.289	291.289	289.289	287.289	285.289	283.289	281.289	279.289	277.289	275.289	273.289	271.289	269.289	267.289	265.289	263.289	261.289	259.289	257.289	255.289	253.289	251.289	249.289	247.289	245.289	243.289	241.289	239.289	237.289	235.289	233.289	231.289	229.289	227.289	225.289	223.289	221.289	219.289	217.289	215.289	213.289	211.289	209.289	207.289	205.289	203.289	201.289	199.289	197.289	195.289	193.289	191.289	189.289	187.289	185.289	183.289	181.289	179.289	177.289	175.289	173.289	171.289	169.289	167.289	165.289	163.289	161.289	159.289	157.289	155.289	153.289	151.289	149.289	147.289	145.289	143.289	141.289	139.289	137.289	135.289	133.289	131.289	129.289	127.289	125.289	123.289	121.289	119.289	117.289	115.289	113.289	111.289	109.289	107.289	105.289	103.289	101.289	99.289	97.289	95.289	93.289	91.289	89.289	87.289	85.289	83.289	81.289	79.289	77.289	75.289	73.289	71.289	69.289	67.289	65.289	63.289	61.289	59.289	57.289	55.289	53.289	51.289	49.289	47.289	45.289	43.289	41.289	39.289	37.289	35.289	33.289	31.289	29.289	27.289	25.289	23.289	21.289	19.289	17.289	15.289	13.289	11.289	9.289	7.289	5.289	3.289	1.289	0.289	0.000	0.289	0.578	0.867	1.156	1.445	1.734	2.023	2.312	2.601	2.890	3.179	3.468	3.757	4.046	4.335	4.624	4.913	5.202	5.491	5.780	6.069	6.358	6.647	6.936	7.225	7.514	7.803	8.092	8.381	8.670	8.959	9.248	9.537	9.826	10.115	10.404	10.693	10.982	11.271	11.560	11.849	12.138	12.427	12.716	13.005	13.294	13.583	13.872	14.161	14.450	14.739	15.028	15.317	15.606	15.895	16.184	16.473	16.762	17.051	17.340	17.629	17.918	18.207	18.496	18.785	19.074	19.363	19.652	19.941	20.230	20.519	20.808	21.097	21.386	21.675	21.964	22.253	22.542	22.831	23.120	23.409	23.698	23.987	24.276	24.565	24.854	25.143	25.432	25.721	26.010	26.299	26.588	26.877	27.166	27.455	27.744	28.033	28.322	28.611	28.900	29.189	29.478	29.767	30.056	30.345	30.634	30.923	31.212	31.501	31.790	32.079	32.368	32.657	32.946	33.235	33.524	33.813	34.102	34.391	34.680	34.969	35.258	35.547	35.836	36.125	36.414	36.703	36.992	37.281	37.570	37.859	38.148	38.437	38.726	39.015	39.304	39.593	39.882	40.171	40.460	40.749	41.038	41.327	41.616	41.905	42.194	42.483	42.772	43.061	43.350	43.639	43.928	44.217	44.506	44.795	45.084	45.373	45.662	45.951	46.240	46.529	46.818	47.107	47.396	47.685	47.974	48.263	48.552	48.841	49.130	49.419	49.708	49.997	50.286	50.575	50.864	51.153	51.442	51.731	52.020	52.309	52.598	52.887	53.176	53.465	53.754	54.043	54.332	54.621	54.910	55.199	55.488	55.777	56.066	56.355	56.644	56.933	57.222	57.511	57.800	58.089	58.378	58.667	58.956	59.245	59.534	59.823	60.112	60.401	60.690	60.979	61.268	61.557	61.846	62.135	62.424	62.713	63.002	63.291	63.580	63.869	64.158	64.447	64.736	65.025	65.314	65.603	65.892	66.181	66.470	66.759	67.048	67.337	67.626	67.915	68.204	68.493	68.782	69.071	69.360	69.649	69.938	70.227	70.516	70.805	71.094	71.383	71.672	71.961	72.250	72.539	72.828	73.117	73.406	73.695	73.984	74.273	74.562	74.851	75.140	75.429	75.718	76.007	76.296	76.585	76.874	77.163	77.452	77.741	78.030	78.319	78.608	78.897	79.186	79.475	79.764	80.053	80.342	80.631	80.920	81.209	81.498	81.787	82.076	82.365	82.654	82.943	83.232	83.521	83.810	84.099	84.388	84.677	84.966	85.255	85.544	85.833	86.122	86.411	86.700	86.989	87.278	87.567	87.856	88.145	88.434	88.723	89.012	89.301	89.590	89.879	90.168	90.457	90.746	91.035	91.324	91.613	91.902	92.191	92.480	92.769	93.058	93.347	93.636	93.925	94.214	94.503	94.792	95.081	95.370	95.659	95.948	96.237	96.526	96.815	97.104	97.393	97.682	97.971	98.260	98.549	98.838	99.127	99.416	99.705	99.994	100.283	100.572	100.861	101.150	101.439	101.728	102.017	102.306	102.595	102.884	103.173	103.462	103.751	104.040	104.329	104.618	104.907	105.196	105.485	105.774	106.063	106.352	106.641	106.930	107.219	107.508	107.797	108.086	108.375	108.664	108.953	109.242	109.531	109.820	110.109	110.398	110.687	110.976	111.265	111.554	111.843	112.132	112.421	112.710	112.999	113.288	113.577	113.866	114.155	114.444	114.733	115.022	115.311	115.600	115.889	116.178	116.467	116.756	117.045	117.334	117.623	117.912	118.201	118.490	118.779	119.068	119.357	119.646	119.935	120.224	120.513	120.802	121.091	121.380	121.669	121.958	122.247	122.536	122.825	123.114	123.403	123.692	123.981	124.270	124.559	124.848	125.137	125.426	125.715	126.004	126.293	126.582	126.871	127.160	127.449	127.738	128.027	128.316	128.605	128.894	129.183	129.472	129.761	130.050	130.339	130.628	130.917	131.206	131.495	131.784	132.073	132.362	132.651	132.940	133.229	133.518	133.807	134.096	134.385	134.674	134.963	135.252	135.541	135.830	136.119	136.408	136.697	136.986	137.275	137.564	137.853	138.142	138.431	138.720	139.009	139.298	139.587	139.876	140.165	140.454	140.743	141.032	141.321	141.610	141.899	142.188	142.477	142.766	143.055	143.344	143.633	143.922	144.211	144.500	144.789	145.078	145.367	145.656	145.945	146.234	146.523	146.812	147.101	147.390	147.679	147.968	148.257	148.546	148.835	149.124	149.413	149.702	149.991	150.280	150.569	150.858	151.147	151.436	151.725	152.014	152.303	152.592	152.881	153.170	153.459	153.748	154.037	154.326	154.615	154.904	155.193	155.482	155.771	156.060	156.349	156.638	156.927	157.216	157.505	157.794	158.083	158.372	158.661	158.950	159.239	159.528	159.817	160.106	160.395	160.684	160.973	161.262	161.551	161.840	162.129	162.418	162.707	162.996	163.285	163.574	163.863	164.152	164.441	164.730	165.019	165.308	165.597	165.886	166.175	166.464	166.753	167.042	167.331	167.620	167.909	168.198	168.487	168.776	169.065	169.354	169.643	169.932	170.221	170.510	170.799	171.088	171.377	171.666	171.955	172.244	172.533	172.822	173.111	173.400	173.689	173.978	174.267	174.556	174.845	175.134	175.423	175.712	176.001	176.290	176.579	176.868	177.157	177.446	177.735	178.024	178.313	178.602	178.891	179.180	179.469	179.758	180.047	180.336	180.625	180.914	181.203	181.492	181.781	182.070	182.359	182.648	182.937	183.226	183.515	183.804	184.093	184.382	184.671	184.960	185.249	185.538	185.827	186.116	186.405	186.694	186.983	187.272	187.561	187.850	188.139	188.428	188.717	189.006	189.295	189.584	189.873	190.162	190.451	190.740	191.029	191.318	191.607	191.896	192.185	192.474	192.763	193.052	193.341	193.630	193.919	194.208	194.497	194.786	195.075	195.364	195.653	195.942	196.231	196.520	196.809	197.098	197.387	197.676	197.965	198.254	198.543	198.832	199.121	199.410	199.699	199.988	200.277	200.566	200.855	201.144	201.433	201.722	202.011	202.300	202.589	202.878	203.167	203.456	203.745	204.034	204.323	204.612	204.901	205.190	205.479	205.768	206.057	206.346	206.635	206.924	207.213	207.502	207.791	208.080	208.369	208.658	208.947	209.236	209.525	209.814	210.103	210.392	210.681	210.970	211.259	211.548	211.837	212.126	212.415	212.704	212.993	213.282	213.571	213.860	214.149	214.438	214.727	215.016	215.305	215.594	215.883	216.172	216.461	216.750	217.039	217.328	217.617	217.906	218.195	218.484	218.773	219.062	219.351	219.640	219.929	220.218	220.507	220.796	221.085	221.374	221.663	221.952	222.241	222.530	222.819	223.108	223.397	223.686	223.975	224.264	224.553	224.842	225.131	225.420	225.709	225.998	226.287	226.576	226.865	227.154	227.443	227.732	228.021	228.310	228.599	228.888	229.177	229.466	229.755	230.044	230.333	230.622	230.911	231.200	231.489	231.778	232.067	232.356	232.645	232.934	233.223	233.512	233.801	234.090	234.379	234.668	234.957	235.246	235.535	235.824	236.113	236.402	236.691	236.980	237.269	237.558	237.847	238.136	238.425	
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← SHAKTINAGAR

VARANASI →



5'-0" WIDE AND 7' HIGH TUNNEL FROM TOLL COLLECTION BOOTH

GROUND FLOOR PLAN

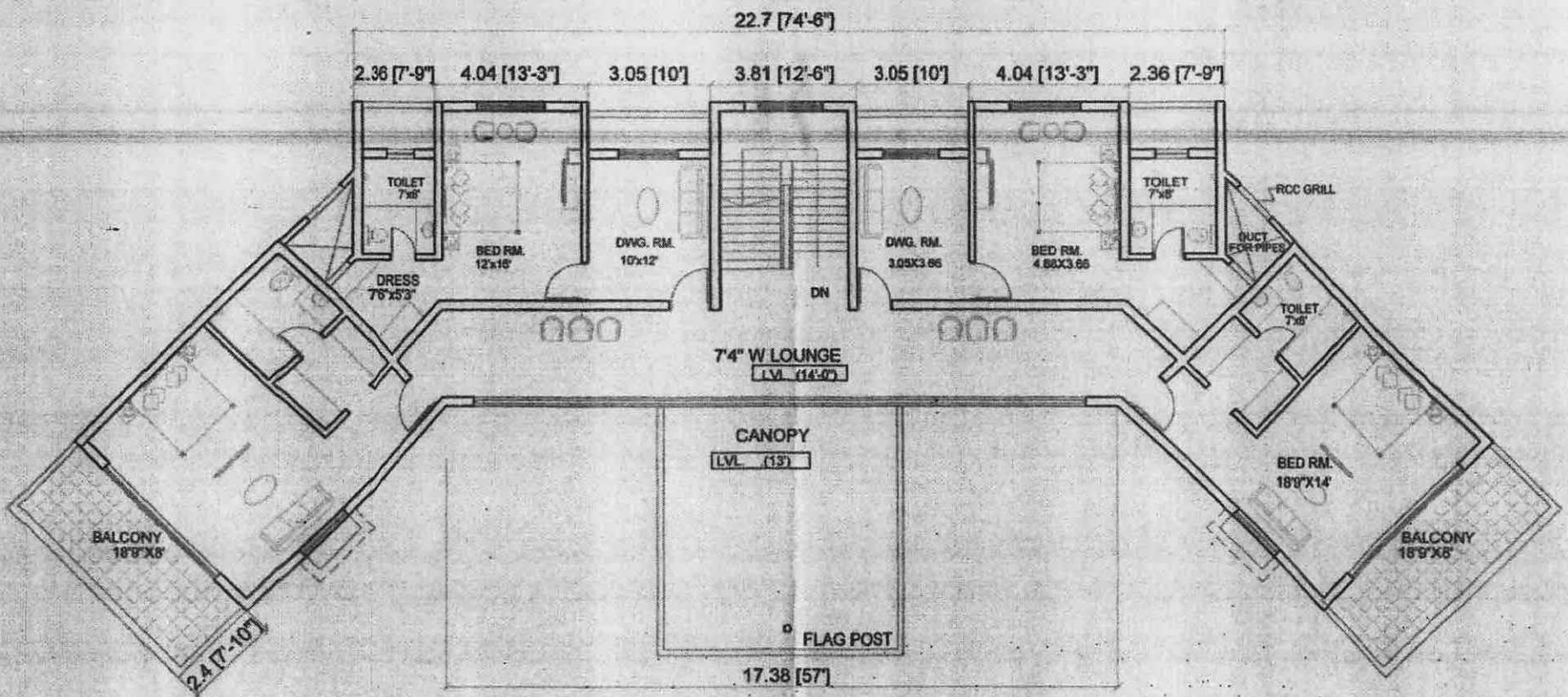
ADMINISTRATION BLOCK



ACP TOLLWAYS PVT. LTD.
Authorized Signatory

GOOD FOR CONSTRUCTION

PROJECT: FOUR LANING WITH PAVED SHOULDERS OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONSULTING ENG. ACP TOLLWAYS PVT. LTD. 24/1 VARANASI ROAD, GORAKH BAGH, GORAKH BAGH, VARANASI-221001 (U.P.)		EPC: CHETAK ENTERPRISES Ltd. 101 Mangrova Road, Park Area, Varanasi-221001, U.P. (India)		TITLE OF DRAWING: FOR APPROVAL		DESIGNED BY: [Signature]		TITLE: PROPOSED TOLL PLAZA AT CH-69-180 (BUILDING PLAN)	
CLIENT: UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER: CMCC Consulting Engineers		APPROVED BY: [Signature]		DRAWING NO: ACP/PL/SHAKTINAGAR/01 (Sheet of 01)		HORIZONTAL SCALE: AS SHOWN		A2	



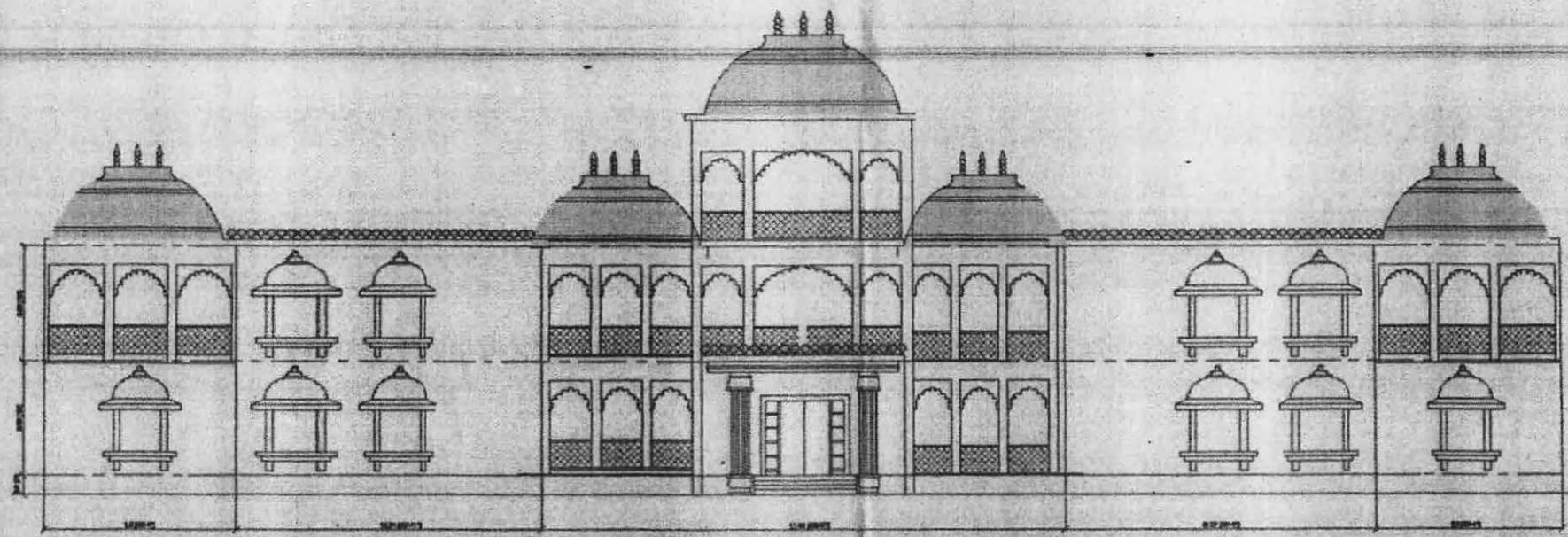
FIRST FLOOR PLAN

ADMINISTRATION BLOCK



ACP TOLLWAYS PVT. LTD.
 Authorised Signatory
GOOD FOR CONSTRUCTION

PROJECT FOUR LANING (WITH PAVED SHOULDERS) OF VARANASI-SHAKTINAGAR ROAD IN UTTAR PRADESH		CONCESSIONARIES ACP TOLLWAYS PVT. Ltd. <small>84, WINDY GARDENS, CHAITANAGAR, Lucknow 226001 (UP)</small>		IFC CHITAK ENTERPRISES Ltd. <small>81a, Vardha Deep, Park Area, Chaitanagar, Lucknow, (Uttar Pradesh)</small>		STATUS OF DRAWING FOR APPROVAL		DRAWN BY <small>[Signature]</small>		TITLE PROPOSED TOLL PLAZA AT CH-56+100 (BUILDING PLAN)	
CLIENT UTTAR PRADESH STATE HIGHWAYS AUTHORITY		INDEPENDENT ENGINEER CMEC Consulting Engineers		APPROVED BY <small>[Signature]</small>		DRAWING NO. ACP/PLA/SHP/TOLL/07 (Sheet 2 of 02)		APPROVED BY <small>[Signature]</small>		A2	



OPEN FRONT ELEVATION



GOOD FOR CONSTRUCTION
 ACP TOLLWAYS PVT. LTD.
 Authorized Signatory

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

**UTTAR PRADESH STATE HIGHWAYS
AUTHORITY**

*Annexure - 6
(copy)*



Government of Uttar Pradesh

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

CONCESSION AGREEMENT

Between

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

And

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

8 December, 2011

ARTICLE 12

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

Prior to commencement of Construction Works, the Concessionaire shall:

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

12.2 Maintenance during Construction Period

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

12.3 Drawings

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

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



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

12.4 Four lane with paved shoulder of the Project Highway

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



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

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

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



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ARTICLE 14
COMPLETION CERTIFICATE

14.1 Tests

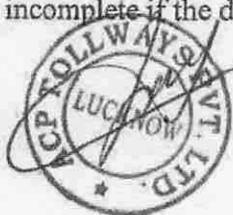
- 14.1.1 At least 30 (thirty) days prior to the likely completion of the Project Highway, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Highway to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation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

14.2 Completion Certificate

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

14.3 Provisional Certificate

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



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

14.4 Completion of Punch List items

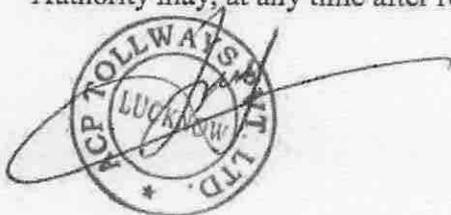
14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to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

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

14.5 Withholding of Provisional Certificate

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

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



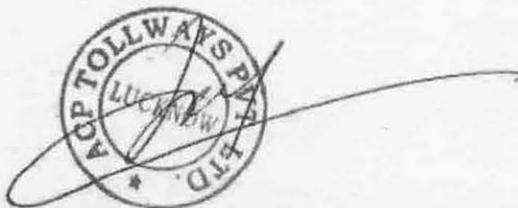
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under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

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



ARTICLE 23

INDEPENDENT ENGINEER**23.1 Appointment of Independent Engineer**

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

23.2 Duties and functions

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

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

23.3 Remuneration

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

23.4 Termination of appointment

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

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



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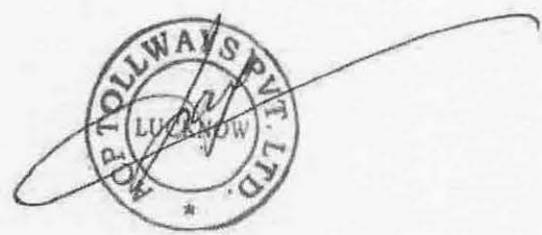
terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 23.1.

23.5 Authorised signatories

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

23.6 Dispute resolution

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



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Schedules



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SCHEDULE - A

(See Clause 10.1)

SITE OF THE PROJECT

1 The Site

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



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Annex - I
(Schedule-A)

Site for Four-Laning

1. Site

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

2. Land

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

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



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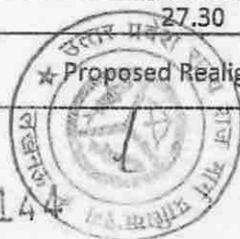
Sr. No.	Chainage (In Km)		Total ROW (In m)	Remarks
	From	To		
31	79.300	80.300	26	
32	80.300	80.850	25	
33	80.850	83.950	28	
34	83.950	84.650	20	
35	84.650	85.150	30	
36	85.150	85.550	24	
37	85.550	86.900	22	
38	86.900	88.750	32	
39	88.750	92.500	24	
40	92.500	94.600	30	
41	94.600	98.750	44	
42	98.750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

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

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



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



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



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3. Carriageway

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

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

4. Major Bridges

The Site includes the following Major Bridges:

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

5. Railway Over Bridges

The Site includes the following Railway Over Bridges:

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

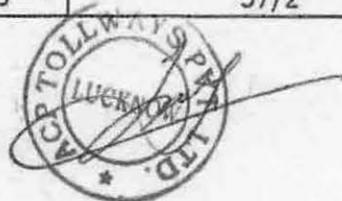
6. Grade Separators

No Grade Separators lies on the above road.

7. Minor Bridges

The Site includes the following Minor Bridges:

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



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

8. Total number of structures

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

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

9. Bus bays and Truck Lay byes

Nil

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

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

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



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SCHEDULE - B
(See Clause 2.1)

DEVELOPMENT OF THE PROJECT HIGHWAY

1 Development of the Project Highway

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

2 Four-Laning

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



SCHEDULE -I
(See Clause 14.1.2)

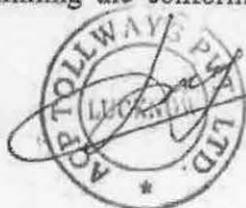
TESTS

1 Schedule for Tests

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

2 Tests

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



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

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

3 Agency for conducting Tests

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

4 Completion/Provisional Certificate

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



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SCHEDULE -J
(See Clause 14.2 & 14.3)

COMPLETION CERTIFICATE

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

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

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



PROVISIONAL CERTIFICATE

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

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

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

(Signature)
(Name and Designation)
(Address)

(Signature)
(Name and Designation)
(Address)

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



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Ravi Krishan Chandna <chandnaravikrishan@gmail.com>

**ADVANCE SERVICE OF THE REPLY ON BEHALF OF THE RESPONDENT NO. 1
IN THE MATTER BEING OA 636/2022 TITLED MR. ASHISH CHAUBEY V. M/S
ACP TOLLWAYS PVT LTD & ORS**

1 message

Ravi Krishan Chandna <chandnaravikrishan@gmail.com>
To: "advkrfaridi@gmail.com" <advkrfaridi@gmail.com>
Cc: Ravi Krishan Chandna <ravikrishanchandna@gmail.com>

Tue, Apr 25, 2023 at 7:06 PM

Dear Sir,

The respondent no. 1 is filing its reply to the OA in the above captioned matter.

Kindly acknowledge the advance service of the same.

PFA Reply.

Regards,

Karan Chhibber
for
Mr. Ravi Krishan Chandna

 **ASHISH CHAUBEY Vs ACP TOLLWAYS.pdf**
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